

## DRAFT CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) at NEW DELHI.

BETWEEN

THE New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (CP) or any other officer authorized in his/her executive capacity (hereinafter called "NDMC", which expression shall unless repugnant to the context or meaning thereof shall mean and include all successors assignee and nominees) of the one part

AND

M/s \_\_\_\_\_ Limited/Private Limited, a company having its registered office at \_\_\_\_\_ through \_\_\_\_\_ (herein

after referred to as the "CONCESSIONAIRE" which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc) of the other part.

### PREAMBLE

#### WHEREAS

- A. NDMC intends to offer Smart PTU (hereinafter referred to as PTU – Public Toilet Utility) on License fee basis for Construction of Smart PTU at Rafi Marg, New delhi with advertisement rights on the specified area on the toilet blocks only and herein after referred to as "the Project".
- B. In response to the invitation of RFP, NDMC received sealed proposals from the bidders including the CONCESSIONAIRE (as hereinafter defined) for the Project;
- C. NDMC, after evaluating the aforesaid invitation of RFP, accepted the proposal for PTU submitted by the CONCESSIONAIRE and issued the Letter of Award dated \_\_\_\_\_ (LOA) to the CONCESSIONAIRE; The Concessionaire accepted the LOA vide its letter of acceptance dated \_\_\_\_\_.
- D. In accordance with the requirements of the said proposal/bids submitted by the CONCESSIONAIRE, NDMC has agreed to grant the CONCESSION (as hereinafter defined) for the Concession Period of Ten Years (excluding the implementation period i.e. the period of construction of Smart PTU and at the end of the Concession Period to transfer the PTU to NDMC, on the terms, conditions and covenants hereinafter set forth in this Agreement.
- E. The CONCESSIONAIRE hereby accepts the CONCESSION granted and undertakes to implement the Project in terms of the CONTRACT.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, NDMC and the CONCESSIONAIRE (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bounded by the provisions of this Agreement.

CONCESSIONAIRE  
NDMC

on behalf of

M/s \_\_\_\_\_  
Division

EE, (CP)

*inf*

## ARTICLE 1 : DEFINITIONS AND INTERPRETATION

### 1. Definitions

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

**"Accounting Year"** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

**"Agreement"** means this Agreement including hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

**"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

**"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as in force from time to time.

**"Commercial Operation Date (COD)"** means Commercial Operation Date for the project from which concessionaire is allowed to collect revenue from commercial activities including the advertisement on PTU and to perform other obligations under this contract alongwith O&M. The commercial operation date will be the date of issue of Completion Certificate after implementation of project completely as per the certificate issued by Engineer-in-charge.

The maximum implementation period allowed is 03 (Three) months from the date of signing of this Agreement.

**'Commencement Date'** means, the date of signing of this agreement. The Smart PTU location shall be handed over to the Concessionaire **within one week** from the date of signing of agreement. The construction of the Smart PTU shall be completed / implemented in **Three months** from the date of signing of agreement within which the Concessionaire is expected to complete the implementation as per the requirements in accordance with technical specifications and standards specified / defined in this agreement.

**'Concession Period'** : The Concession hereby granted is for a period of 10(Ten) years, excluding the implementation/ construction period of Three Months from the signing of the agreement.

**"Completion Certificate"** means the completion certificate issued by the Engineer-in-Charge / NDMC for the project after completion of PTU or as decided by the NDMC.



**"Concessionaire"** means. The successful bidder M/s \_\_\_\_\_ and shall include its successor and permitted assigns expressly approved by NDMC.

**"Dispute Resolution Procedure"** means the procedure for resolution of Disputes set in Article 15.

**"Drawings"** means all of the drawings, designs, and documents pertaining to the Project, the final approved drawings for PTU for construction and "as built" drawings of the PTU after the completion.

**"License Fee"** means the license fee for the PTU payable by concessionaire to NDMC and is defined in the Article 3.

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

**"Material Breach"** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

**"NDMC"** means New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (CP) or any other officer authorized in his/her executive capacity.

**"O&M"** means the operation and maintenance of the 'PTU' during the concession period for the Operations including but not limited to functions of maintenance and operation, performance of other services incidental thereto.

**"Operations Period"** means the period commencing from the issue of completion certificate for the project and ending at the expiry of the Concession Period.

**"Parties"** means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually.

**"Performance Security"** means the security in the form of a Bank Guarantee deposited by the Concessionaire towards the implementation & operations of this Project as defined in Article 5.3.

**"Project Facility"** means collectively the PTU and the facilities provided in this agreement by the Concessionaire for the general public/ commuters in NDMC area through implementing the Project and more specifically set out in this agreement.

**"Project Site"** means the locations on which the Project is to be implemented in accordance with this Agreement.

**"Scheduled Project Completion Date"** means the date by which the PTU required to be engineered, financed and constructed till completion by the



concessionaire and it shall not be later than 03 (Three) months from the signing of the Agreement.

**"Specifications and Standards for Design and Construction of PTU"** means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth in agreement and in technical bid and any modifications thereof, or additions thereto as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by NDMC.

**"Termination"** means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement/Concession due to expiry to the Concession Period in the normal course.

**"Termination Date"** means the date on which the Termination occurs which shall be the date defined in Termination Notice delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

**"Termination Notice"** means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

## 1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) references to "construction" include engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

- (h) any reference to day shall mean a reference to a calendar day;
- (i) any reference to month shall mean a reference to a calendar month;
- (j) the Schedules, LOI, LOA, Bid submitted by concessionaire, Prebid minutes of meeting and RFP 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;
- (k) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (m) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;
- (n) unless otherwise stated, 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.

### **1.3 PRINCIPLES OF INTERPRETATION**

- a) Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- b) Words importing the singular also include the plural and vice-versa where the context requires.
- c) Words importing one gender also include other gender.
- d) Any word not specifically defined in this agreement shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used

### **1.4 PRIORITY OF DOCUMENTS**

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

- a) The Concession Agreement and letter of award and letter of intent.
- b) The written Clarifications of the pre-bid meeting.
- c) The bid submitted by the Concessionaire.
- d) RFP Document issued by NDMC.



## **2. CONCESSION**

### **2.1 GRANT OF CONCESSION:**

Subject to and in accordance with the terms and conditions set forth in this Agreement, NDMC hereby grants and authorizes the Concessionaire to 'Construction of Smart PTU at Rafi Marg, New Delhi with advertisement rights on PPP Model' the Project Facilities and to exercise and/or enjoy the rights to collect revenue from advertisement of Smart PTU.

### **2.2 CONCESSION PERIOD**

The concession period is 10 (Ten) years and will be commenced from the date of signing of the concession agreement excluding three months of implementation period from the date of signing of the concession agreement.

### **2.3 ACCEPTANCE OF THE CONCESSION:**

The Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

## **3. PROJECT SITE**

### **3.1 PROJECT SITE**

- a) NDMC hereby undertakes to handover to the Concessionaire physical possession of the Project Site (PTU) free from encumbrance within one week from the date of signing of this Agreement with the necessary rights of way/way leaves for the purpose of operation the project in accordance with this Agreement.
- b) NDMC confirms that upon the Project Site being handed over pursuant to the preceding Sub-Clause (a), the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to operation the Project in accordance with the provisions of this Agreement.

- 3.2 The title of interest, ownership and rights with regard to Smart PTU constructed by the Concessionaire for NDMC along with fixtures/fittings provided therein and the land allotted by the NDMC under the concession agreement shall vest with the NDMC except that the Smart PTU will be operated and maintained by the Concessionaire during the concession period as per the concession agreement. After the end of the Concession Period all the assets created by the concessionaire will be handed over to NDMC in good working conditions.

### **3.3 PEACEFUL POSSESSION**

NDMC warrants that:

- a) The Project Site having been acquired through the due process of law belongs to and vested in NDMC, and that NDMC shall have full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement;
- b) The Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part



thereof had been acquired from and that the same shall be the sole responsibility of NDMC; and

- c) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person/Company claiming any right, title or interest in or over the Project Site or any part thereof NDMC shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings and also keep the Concessionaire indemnified against any direct or consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

#### 3.4 RIGHTS AND TITLE OVER THE PROJECT SITE:

- a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.
- b) The Concessionaire shall allow access to, and use of the Project Site/Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as NDMC may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location and that NDMC undertakes to ensure that the Project Facility is restored at the cost and expenses of NDMC as per the Specifications and Standards.
- c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained in this agreement shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/Project Facility.

#### 4. SCOPE OF WORK

##### 4.1 CONSTRUCTION AND RECONSTRUCTION OF SMART PTU

- a) The Smart PTUs on "Finance, Build, Operate and Transfer" (FBOT) basis shall be constructed along with operation and maintenance during the Concession period by the concessionaire. Smart PTU, shall have the provision of the space for desired facilities such as , Potable Water ATM ,Bank ATM, Vending Machine, 'NDMC area' (Health care unit/Facilitation Centre) and Solar Photovoltaic Roof Top Thin Panels along with Child Care facility.
- b) The Smart PTU location shall be handed over to the Concessionaire **within one week** from the date of signing of agreement. The construction of the Smart PTU shall be completed / implemented in **Three months** from the date of signing of agreement within which the Concessionaire is expected to complete the implementation as per the requirements in accordance with technical specifications and standards specified / defined in this agreement.



#### **4.2 DESIGN OF INDIVIDUAL SMART PTU**

The design of Public Toilets by department of Architecture and environs in the tentative area has been finalized considering facilities like **Bank ATM, Health care unit / facilitation centre(as per drawing enclosed at Annexure "B"), Water ATM & Vending Machine along with Toilet facilities for Male, Female and Speciallyabled persons and having space for child care facility and Solar Photovoltaic Roof Top thin Panels** as per the drawing enclosed.

#### **4.3**

- (a) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except in 'NDMC area'. The 'NDMC area' shall be as per drawing at Annexure 'B', which is allowed to be used by NDMC for health care unit / facilitation centre or for any other purpose and no payment would be made to the concessioner by the NDMC during the concession period
- (b) The concessioner will operate and maintain the Smart PTU and housekeeping of all the facilities provided within the Smart PTU. NDMC may assign / give the 'NDMC area' to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement on the 'NDMC area'. Other area for Bank ATM, Vending Machine and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- (c) **Advertisement** is the major source of revenue from permitted advertisement space as per the design approved by NDMC (10.8 sq mtr subject to maximum 18 sq meter) and other permitted commercial activities such as Bank ATM, Potable Water ATM, Vending Machines, etc.
- (d) In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body.

#### **4.4 REQUIREMENT OF OPERATION, CLEANING AND MAINTENANCE**

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets are given in the **Annexure D** herewith, specially for cleaning schedule item wise, frequency of cleaning, required equipments machines and cleaners / detergents.
- b) Requirement for Inspection Card /Report of Smart Public Toilets / Community Toilets are given in the **Table-1 of Annexure D** enclosed for reference and for preparing daily / weekly / monthly reports.

## **5. CONCESSIONAIRE'S OBLIGATIONS**

### **5.1 OBLIGATIONS OF THE CONCESSIONAIRE**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement including the Schedules, the concessionaire agrees and undertakes as under:

The CONCESSIONAIRE shall at its own cost and expense:

- a) Operate and maintain the toilets as per the provisions of this agreement or amendments thereto, good industry practices and applicable laws.
- b) Ensure that services of water supply, sewerage, drainage, electricity, telephone etc. on and in the vicinity of the PTU are not damaged.
- c) The CONCESSIONAIRE shall adhere to the provisions of NDMC Act, 1994, bylaws and rules there under in connection with display of advertisements. The CONCESSIONAIRE shall also pay/ensure payment to NDMC of advertisement tax, if any, in respect of the advertisements displayed on the PTUs in accordance with the provisions of NDMC Act and the bylaws and rules there under.
- d) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the CONCESSIONAIRE's obligations under this Agreement and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies NDMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall NDMC be treated as employer in this regard;
- e) neither place or create nor permit any other person claiming through or under the CONCESSIONAIRE to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the CONCESSIONAIRE therein, save and except as expressly set forth in this Agreement;
- f) be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;
- g) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- h) operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;
- i) Ensure that Project Site and facilities created are not defaced by any kind of writings/posters.



- j) The electricity & water connection available in the PTU's for which the commercial charges shall be borne by the concessionaire. It is clarified that water is not available, the Concessionaire shall make its own arrangement at its own cost.
- k) In case of loss due to theft or damage to the assets created in the PTUs, the CONCESSIONAIRE shall be responsible for making good the same immediately at its own cost and shall continue to keep the PTUs operational and available for public use, at all times, within the CONCESSION Period.
- l) During the period in which the Concessionaire is unable to get advertisements, he shall display social messages and public interest advertisements as directed by NDMC. It shall be ensured that no advertisement site is left blank at any point of time. The messages can be obtained from NDMC.
- m) Hand over the PTUs in perfect working condition, to NDMC, at the end of the Concession period.
- n) The Concessionaire shall, before the commencement date, submit proof of registration with the Labour Commissioner under section 7 of the contract Labour (Regulations & Abolition ) Act, 1970.
- o) The Concessionaire is required to get all the employees verified from the Police department before deploying on duty.
- p) All such employees should wear their name badges over their uniform.
- q) All the Ladies & Unisex toilets should have Female attendants only.

## 5.2 SPECIFICATIONS AND STANDARDS FOR SMART PTU

- a) The Smart PTU is to be constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top thin panels and plumbing etc. as per Annexure-'B'.
- b) The advertisements are only permitted to display on the front wall of the Smart PTU. The advertisement area is about 10.8 sq.mtr which can be extended to maximum 18 sq meter.
- c) The tentative size of advertising panel shall be of 4.8m x 2.25m (Front panel), as per the details given in "Annexure B".
- d) No separate structure for advertisements panel above the Smart PTU, or separate advertisements panel from the Smart PTU shall be allowed to put or add.
- e) No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the NDMC in this regard shall be conclusive and

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- binding on the CONCESSIONAIRE.
- f) The provision of the space for various facilities such as **Bank ATM, Health care unit / facilitation centre (as per drawing at Annexure "B"), Water ATM & Vending Machine along with Toilet facilities for Male, Female and Speciallyabled persons and having space for child care facility and Solar Photovoltaic Roof Top thin Panels** as per the design approved by NDMC are to be provided in each Smart PTU as per Annexure 'B'.
- i) The area for Health care unit / / facilitation Centre as per drawing at Annexure 'B' would be provided to the NDMC for which no payment would be made to the concessionaire by NDMC during the concession period.
- ii) **The number of WC seats and Urinal Pots will be as per drawing at Annexure-'B'.**
- iii) The material and the fixtures to be used in each Smart PTU are given herewith for minimum standard. However, the concessionaire can propose the higher specification than the above for approval by the NDMC.
- g) **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTU and for the use of public visiting these public conveniences. The supply shall be provided by NDMC at one point not more than 10 metres from the Smart PTU where available. Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case, the concessionaire has to arrange water at his own cost.
- h) **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTU from the Solar panels and Municipal electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall be provided by NDMC through prepaid meter at one point not more than 10 meters from the premises and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- i) **Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. NDMC shall provide a municipal sewer at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case bio-digester is to be provided by the concessionaire at his own cost.
- j) **Landscaping:** The concessionaire shall put plants in and around each Smart PTU where space is available as per the approval of the NDMC and maintain the same in good condition at all times.
- k) **Cleaning of Smart PTU:** The Concessionaire shall ensure cleaning of the Smart PTU as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTU.
- l) **Waste Disposal:** The Concessionaire shall provide stainless steel litterbins inside and outside the Smart PTU as specified and dispose of the collected waste upto nearest municipal bin.



- m) All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer/LED screen etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one in this agreement and the work shall be got done through qualified electrician/wireman.
- n) All the sanitary fittings/fixtures ( WC, Urinal pot, Cistern, Taps, Dispenser , soap dispenser, wash basins etc.) shall be used of standard specifications, but not limited to the specified one in this agreement and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- o) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of NDMC shall be final.
- p) The Smart PTU shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.
- q) The door and window frames shall be of Aluminium sections / epoxy coated MS sections panel door.
- r) Ladies Toilets are to be provided with paddle operated dustbins.
- s) Staff Room / Generator Room may be provided in the Smart PTU as per drawing, if possible.
- t) Entire colour scheme and samples of the materials shall be got approved prior to use in the construction of Smart PTU.

### 5.3 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the **"Construction of Smart PTU at Rafi Marg, New Delhi with Advertisement Rights on PPP Model"** deliver to NDMC, a Performance Security of Rs. 50,000 (Rupees Fifty Thousand only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of Performance Security must be up to the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date up to the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

### 5.4 DESIGN OF PUBLIC TOILETS / COMMUNITY TOILETS

- a) The design of Public Toilets by department of Architecture and environs in the tentative area has been finalized considering facilities like **Bank ATM, Health care unit / facilitation centre(as per drawing enclosed at Annexure "B"), Water ATM & Vending Machine along with Toilet facilities for Male, Female and Speciallyabled persons and having space for child care facility and Solar Photovoltaic Roof Top thin Panels** as per the drawing enclosed.
- b) The advertisement Panel shall be of Back Lit Advertising Display Panels (preferably LED) and Digital Advertising Panels with prior approval of Delhi Police and other statutory body.





- c) For Bank ATM, the TRI-Party agreement with NDMC, Bank and the concessioner has to be executed before commencement of the facilities.
- d) Potable Water ATM can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with NDMC.
- e) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of Smart PTU, NDMC can make the arrangement at its own or through vendor as per the terms and conditions finalized by the NDMC. The concessionaire would not be entitled to raise any „objection“ in this regard and no claim of concessionaire will be entertained in this regard.
- f) Vending Machine can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC.
- g) Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTU as per the direction of NDMC time to time for the larger public behavioral changes.

#### 5.5 OPERATION, CLEANING AND MAINTENANCE OF PTU

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets Toilet are given in the **Annexure D** herewith, specially for cleaning schedule item wise, frequency of cleaning, required equipments / machines and cleaners / detergents.
- b) Requirement for Inspection Card /Report of Smart Public Toilet are given in the **Table-1 of Annexure D** enclosed for reference and for preparing daily / weekly / monthly reports.
- c) The frequency/requirement of periodic/ thorough and spot cleaning has been given in **Table 2A & 2B of Annexure D**.
- d) The minimum equipment and supply list & cleaning agents to be maintained by the concessioner has been given in **Table 3 & 4 of Annexure D**

#### 5.6 GENERAL CONDITIONS

- (a) The PTU will have to be kept open for the public use from 06.00 AM to 10.00 PM all seven days in a week.. Smart PTU shall remain available for usage **FREE OF ANY CHARGES.**
- (b) All the material / chemicals / consumables brought at site shall be protected suitably, duly wrapped / packed and stored so as to avoid any damage during loading / transportation / unloading & handling due to weather conditions etc. at any stage.
- (c) Materials and chemicals of approved quality shall be used. The consumption of material/chemicals shall be regulated as per manufacturer's specifications.



- (d) The concessionaire should deploy **minimum number of equipment, supplies and laboures.**
- (e) Machines/equipments brought by the contractor should always be in working conditions. The running and maintenance charges of machines i.e. cost of fuel, battery, lubricants, replacement of parts etc. shall be borne by the concessionaire.
- (f) The Concessionaire is expected to abide by the **rules/ regulations/ guidelines** issued by the Election Commission of India, the Govt. of India and the Govt. of NCT of Delhi from time to time with respect to display of the Advertisements and any other extant law in force.
- (g) The staff for O & M and housekeeping is to be managed by the Concessionaire. No **subletting/ outsourcing** of the O&M and housekeeping job will be allowed. If at any stage NDMC found that the O&M and housekeeping jobs have been subletted/ outsourced, NDMC shall initiate action for forfeiture of the Performance Bank Guarantee and termination of contract as per provisions of Article 13 of this Agreement.
- (h) The Concessionaire shall submit the following **certificates/ registrations** before commencement of any commercial activities or COD:
  - a) EPF Registration Certificate
  - b) ESI Registration Certificate
  - c) Valid Electrical Contractor License issued by the Govt. of NCT of Delhi
  - d) Cess Registration Certificate
  - e) Service Tax Registration
  - f) VAT Registration
  - g) Registration with concerned authorities of Labour Deptt. Under Contract Labour (R&A) Act 1970 (or as amended thereof during the concession period) and Delhi Works Contract Act (wherever applicable).
- (i) The Advertisements displayed shall not be repugnant to the **general standards of morality** and should not hurt **religious sentiments** of any section of the society or compete with services provided by NDMC.

## 6 **OBLIGATIONS OF NDMC**

NDMC shall:

- i) Handover the site for Smart PTU to the Concessionaire **within one week** from the date of signing of agreement. The construction of the Smart PTU shall be completed / implemented in **Three months** from the date of signing of agreement within which the Concessionaire is expected to complete the implementation as per the requirements in accordance with technical specifications and standards specified / defined in this agreement.
- ii) Handover the existing site to concessionaire on as it is where it is basis.



- iii) Grant or where appropriate provide necessary assistance as far as possible to the Concessionaire in securing Applicable Permits, permissions and approvals required for implementation and operation of the project. However, the concessionaire shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.
- iv) NDMC will help the Concessionaire in curbing of vandalism by assisting in approaching the Police for better vigilance and patrolling, since PTU is a public service property. However, it is the responsibility of the Concessionaire.

## **7.0 COMPLETION OF THE PROJECT**

### **7.1 MILE STONE FOR COMPLETION OF SMART PTU**

The concessionaire will start the construction activities for implementing the Project immediately as per the agreement.

- a) The Smart PTU shall be completed **within 03(Three) months** after signing of the agreement. Failing which a **liquidity damage of Rs. 2000/- per week** will be imposed on the Concessionaire.
- b) The liquidity damage for Smart PTU, if any, will be **calculated** till the completion for the Smart PTU granted by the Engineer-in-Charge.
- c) The COD will be granted only after depositing the Liquidity Damage to NDMC in the form of Demand Draft in favour of Secretary NDMC, New Delhi.
- d) In case of unavoidable circumstance or delay in completion of individual Smart PTU due to NDMC's obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Engineer-in-Charge and such period will not be counted towards the working out the Liquidity Damage for the Smart PTU.

### **7.2 INCENTIVE FOR EARLY COMPLETION OF SMART PTU PROJECT**

In case of the early completion of the Smart PTU, the incentive of Rupees 2000/- per week for Smart PTU will be granted to the concessionaire and the same will be adjusted license fee due for first quarter.

### **7.3 OPERATION SCHEDULE**

The operational schedule of this agreement shall be as per **Annexure D** consisting of the procedures and practices to be followed in keeping the facility in working condition, the processes followed for operations and for deployment of equipments/machines for PTU. Daily/ Weekly/ Monthly operational schedules for the PTU shall be prepared and submitted by the concessionaire in advance.



#### 7.4 MAINTENANCE SCHEDULE

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up by the concessionaire, under the routine maintenance and regular maintenance as submitted in Technical Bids attached at Annexure D .

#### 7.5 EMPLOYMENT SCHEDULE

This shall consist of a chart showing deployment of manpower (including skilled and unskilled labour of various categories) for Operation and Maintenance schedule.

#### 7.6 GENERAL O&M REQUIREMENTS

7.6.1 The Concessionaire shall comply with the cleanliness, security, operation and maintenance requirements set out in the O&M Manual submitted with technical bid to NDMC along with the undertaking for sanitation security, operation and maintenance of the PTU during the concession Period. The concessionaire shall :

- (i) Ensure the safety of personnel deployed on the Project or part thereof;
- (ii) Keep the Project from undue deterioration and wear and in operational condition for use;
- (iii) Permit unimpaired performance of statutory duties and functions of any party in relation to the Project; and
- (iv) Not cause any disturbance/ inconvenience to users.

7.6.2 The Concessionaire shall nominate officer(s)/ supervisor(s) ("**Concessionaire's Representative**") who shall be responsible to interact with the NDMC. The name of such Concessionaire's Representative shall be intimated to NDMC.

#### 7.6.3 MAINTENANCE PROGRAMME

The Concessionaire shall maintain the PTU to comply with requirements as per the Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for:

- a. Undertaking daily housekeeping of the PTU as specified in O&M manual.
- b. Ensuring the safety and security of the PTU and availability of consumable as mentioned in this agreement;
- c. The repair work shall be as per CPWD specification except major or special repair work as specified in CPWD maintenance manual.
- d. Undertaking for the maintenance works in accordance with the maintenance programme submitted by the concessionaire under this agreement.

- e. Preventing any encroachments or any unauthorized usage of the PTU ensuring the deployment of personals as required as per site condition.
- f. Adherence to the applicable safety standards and security of users.
- g. Any other maintenance activity as may be required to operate, clean and maintain the PTU in accordance with this Agreement.
- h. The staff provided should be literate and courteous towards the users and assist handicapped persons and old aged users. In ladies toilet, only Lady staff has to be deputed.
- i. Proper training to be provided to the safaiwalas / personals deputed in the project.
- j. Standard cleaning materials and equipments should be used.
- k. The Concessionaire shall ensure that the PTU is not used for any purpose other than that for which it is allowed under the Agreement. The PTU should not be used for playing games, cards etc, which involves stakes/ betting etc. In case the Concessionaire is unable to enforce this Clause which is beyond the control of concessionaire, it will be brought to the notice of NDMC.
- l. The concessionaire shall abide all the rules and regulation of Sanitation enforced by Govt. or NDMC from time to time.
- m. Maintenance Programme shall include but not be limited to the following:
  - i. Intervals and procedures for carrying out of inspection of all elements of the Project;
  - ii. criteria to be adopted for deciding maintenance needs;
  - iii. preventive maintenance schedule;
  - iv. intervals at which the Concessionaire shall carry out periodic maintenance;
  - v. intervals for major maintenance and the scope thereof.
- n. Maintenance shall include replacement of equipments / fixtures, consumable, which form part of the PTU.
- o. The Concessionaire shall keep the PTU in a clean, tidy and orderly condition free of litter, dirt and debris.
- p. The Concessionaire shall be responsible for the maintenance of the drainages within the PTU in accordance with Good Industry Practice.

## 7.7 MONITORING AND SUPERVISION DURING OPERATIONS

- a) The Concessionaire shall undertake periodic inspection of the PTU (at least once per month) in accordance with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the NDMC.
- b) The NDMC Engineer/ EE(CP) or any representative authorized by NDMC may undertake periodic (at least once every calendar month) inspection of the PTU jointly with the Concessionaire to determine the condition of the



PTU including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and make out a report of such inspection (the "O&M Inspection Report") and forward it to the Concessionaire. The O&M Inspection Report shall set forth defects and deficiencies, if any. The Concessionaire shall within 07 (seven) days of the receipt of the O&M Inspection Report remedy the defects and deficiencies with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies. Such inspection or submission of O&M Inspection Compliance Report by the Concessionaire shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

#### **7.8 HANDING OVER THE PTU TO NDMC**

- 7.8.1 Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concessionaire Period, hand over peaceful possession of the PTU including Project Facility at no cost to NDMC.
- 7.8.2 The handing over process shall be initiated at least 1 (One) month before the actual date of expiry of the Concession Period by carrying out a joint inspection by NDMC and Concessionaire. NDMC shall within 10(Ten) days of such inspection prepare and furnish a list of works/jobs/additions/alterations to the Concessionaire, if any, to be carried out to bring the Project to the prescribed level of service condition.

#### **8 LICENSE FEE**

- a) The Concessionaire shall pay NDMC a license fee per month for the Smart PTU payable in quarterly installments in advance over the Concession period. **The minimum license fee is Rs. 10,000 (Rupees Ten Thousand only) per month.**
- b) The License Fee payable to NDMC shall be the minimum license fee or the license fee quoted by the successful bidder in financial bid, whichever is more, payable in quarterly installments in advance over the Concession period.
- c) License fee shall be started after issue of completion certificate for the Smart PTU, but before issue of the COD certificate issued by the Engineer-in-charge as per clause 30 of RFP. No advertisement will be allowed before issue of COD.
- d) The license fee as per sub para (b) above shall be started to pay to NDMC by the concessioner on expiring of the period of Three months from signing of the agreement or the extended period as below:-
- (i) In case of unavoidable circumstance or delay in completion of Smart PTU due to NDMC's obligation such as sewer line, water supply, electricity etc. the hindrance have to be recorded properly by the Engineer-in-Charge and such period will not be counted towards the working out the Liquidity Damage for the Smart PTU.
- (ii) The Concessionaire shall made regular payment of license fee to NDMC not later than 10<sup>th</sup> day of first month of the quarter in which it is due and failure to do so attract an interest of 18% per annum on the entire unpaid

amount payable during the quarter chargeable from beginning of that quarter till realization of payment. If concessionaire will not make the payments of license fee in the first months of the quarter, then action under termination as per Article 13 will be initiated without fail.

**9. TAX LIABILITY:-**

- (a) The concessionaire shall be responsible for all the taxes to be paid to Govt. of India /statutory body for the services rendered by him. There will be no tax liability upon the NDMC whatsoever on any account.
- (a) The Concessionaire should ensure enforcement of existing Labour Laws, Minimum Wages Act and at no point of time should the NDMC be drawn into litigation on these accounts.
- (b) The Concessionaire should indemnify the NDMC for the damages caused due to non-compliance to any statutory law, bye-law or service conditions.
- (d) The Advertisement tax shall be charged by the NDMC as per the Council policy implemented time to time, to the Concessionaire.

**10. REVENUE**

**10.1 COLLECTION AND APPROPRIATION OF REVENUE**

- i) Subject to the provisions of this Agreement, the CONCESSIONAIRE shall during Concession Period be entitled to demand and collect revenue from advertisement on the specified area of PTU in accordance with the NDMC Act, 1994 and byelaws and the directions of Supreme Court, if any, on the guidelines to be followed for advertising in Delhi.
- ii) In case any advertisement space remains unutilized, no adjustment in the License fee will be allowed under any circumstances.

- 10.2 The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'NDMC area'. The 'NDMC area' shall be as per drawing, which is allowed to be used by NDMC for **Health care unit / facilitation centre** etc. and no payment would be made to use this space (NDMC Area) to the concessionaire by the NDMC during the concession period.



# 11. FREQUENCY OF HOUSEKEEPING OF PTU

11.1 Frequency of Housekeeping of PTU are given below, but not limited to the specified one.

S. No	Area	Job	Frequency	Machines to be deployed
1	PTU	(i) Phenyl, naphthalene balls, and liquid detergents for cleaning floors and tiles, liquid soap solution, floor wipers, brushes, dusters, mops, buckets, mugs, dustbins etc. should always be available. Paper napkins in ladies toilets.	Daily before 09.00 AM and subsequently as per requirement	Mechanized and partially Manually
		(ii) Wall/Floor wet & dry cleaning	Daily before 09.00 AM	Mechanized and partially Manually
		(iii) Cleaning WC/ Wash Basin Urinals /CP Toilet fittings etc.	Daily before 09.00 AM and as per requirement	Manually
		(iv) Mirror cleaning for keeping dry & stain free.		Manually
		(v) Complete washing including wall tiles etc.	Weekly	Mechanized and partially Manually
		(vi) Pressure washing of floor and wall	Monthly	Mechanized and partially Manually
		(vii) Maintenance of Electrical fittings, sanitary fixtures etc.	Daily or as and when required	Manually
		(viii) Security of PTU	Round the clock	Deployment of Personal
2	Bank ATM, Water ATM, Vending Machine & Health Care unit/Facilitation Centre	(i) Wet and Dry Cleaning/ Mopping	Daily before 09.00 am or as and when required	Mechanically / Manually
		(ii) Cleaning, Dusting, Mopping	Daily	Mechanically / Manually
		(iii) Maintenance of electrical (light) fittings etc.	Daily or as & when required	Manually
		(iv) Security	Round the clock	Deployment of Personal

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## **11.2 RECTIFICATION OF DEFECTS**

- (a) Save and except as otherwise expressly provided, if the Project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project facility in every respect conforming to the requirements, quality and performance as prescribed.
- (b) In the event the Concessionaire fails to maintain and/ or repair the Project or part thereof up to and in accordance with the Construction Requirements and / or in accordance with the Maintenance Program or the O&M requirement or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (7) Seven days of written notice in this behalf from the NDMC, then the NDMC shall, without prejudice to its rights/remedies under the terms of the Agreement, including Termination, encashment of the performance security deposited with the NDMC, be entitled to undertake. The Concessionaire shall reimburse to the NDMC, within seven days of demand, the costs and expenses incurred for undertaking such repairs and maintenance works in addition to the penalties applicable.
- (c) If the Concessionaire commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.
- (d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:
  - (i) Force Majeure Event;
  - (ii) Compliance with a request from NDMC or the directions of any Government Body the effect of which is to close all or any part of the Project facility.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they could be safely operated and kept open for users.

## **11.3 NON-COMPLIANCE WITH O&M REQUIREMENTS**

- a. In the event the Concessionaire has failed to operate and maintain the Project Facilities in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the NDMC ("Notice to Remedy"), NDMC may without prejudice to any of its other rights shall be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse the costs incurred by NDMC on account of such repair and maintenance within 7 (seven) days of receipt of NDMC claim thereof.
- b. The Concessionaire shall be deemed to be in Material Breach of O&M Requirements, if NDMC, acting reasonably and in accordance with the provisions of the Agreement, has determined that due to repeated breach of its obligations by the Concessionaire:



- (i) the maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the highest level offered by the Concessionaire for O&M Requirements.
- (ii) there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations.

For avoidance of doubt, **persistent breach** shall mean:

- a. any breach of O&M Requirements by the Concessionaire which has not been remedied by the concessionaire despite a notice to remedy in respect thereof having been issued by the NDMC;
- b. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the NDMC requiring the Concessionaire to remedy a breach, and
- c. repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.
- c. Upon occurrence of a Material Breach of any O&M Requirement, NDMC shall, without prejudice to and notwithstanding any other consequence provided thereof under the Agreement, be entitled to terminate this Agreement.

#### **11.4 PENALTIES CLAUSE:**

The concessionaire shall maintain and operate the PTU and project facility as per good Industry Practice and as per operation & maintenance and housekeeping requirements given herein. The concessionaire shall ensure to deploy sufficient manpower, materials, equipment's/ machines as per the operation and maintenance schedule, housekeeping schedule, employment schedule and housekeeping requirements, failing which the penalties will be imposed.

##### **11.4.1 PENALTIES FOR LACK OF EQUIPMENT & SUPPLIES LIKE CHEMICALS AND TOILETRIES REQUIRED FOR HOUSE KEEPING / SANITATION WORK**

S. No.	Chemicals, Toiletries and other consumables not limited to the following one:
1	Service tray or cart ,Premixed glass cleaner (with spray bottle),Premixed disinfectant cleaner (with spray bottle) etc.
2	Disinfectant cleaner concentrate, Scouring power, Stainless Steel Cleaner (if necessary) etc.
3	Toilet Cleaner
4	All purpose neutral cleaner

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5	Floor Cleaner
6	Floor Polishing Chemicals for marble, granite, sand stone, kota stone, tiles etc
7	Toiletries such as Air freshener, urinal cubes, liquid soap, face tissues etc
8	Toilet Bowl swab and container, Putty knife, Broom, Dust- Pan corner brush, Mop / Bucket / Wringer etc
9	Signage such as "Wet Floor" and "closed for cleaning", Duster (feather / lambs wool), Clean cloth, Paper towels / toilet paper / soap, Gloves etc.

- a) The above chemicals should be approved by NDMC.
- b) All the consumable items for at least one month requirement, as specified in the agreement/ as per average actual consumption of previous three months, shall be brought in advance each month. In case of failure to comply above requirement at any time penalty @ Rs500/- per day will be imposed for first year. For subsequent years above rate of penalty will be enhanced @ 10% per year compounded.

#### 11.4.3 PENALTIES FOR LACK OF MANPOWER

- a) The following recovery rate shall be applicable for the manpower required for housekeeping work (if the manpower are not available on any day).
- b) Penalty Rate per day per employee shall be:
  - (i) For unskilled person / Safai Karamchari / Sweeper: twice the rate of minimum wages for unskilled person as per Delhi Govt. rate at that time per day.
  - (ii) For skilled person/ supervisor: twice the rate of minimum wages for skilled person as per Delhi Govt. rate at that time per day.

11.4.4 The NDMC CP Division (Civil) shall undertake inspection of the Project at any time to determine the condition of the O&M, the Maintenance Cleanliness etc. If it is found that O&M and the housekeeping are not up to the highest standard as per agreement, the penalty will be imposed as under:

- (i) For PTU Rs 500/- per day for first year from the date of COD and this penalty rate will be enhanced @ 10% per year on previous year.

11.4.5 There is no limit for the maximum penalty and NDMC will encash the penalties amount calculated on fortnightly basis as proposed above for work wise and for not maintaining/ deploying the equipments/ machines, man power, consumables etc., The concessionaire have to pay the above penalty if any during the concession period on monthly basis to NDMC without fail. If the concessionaire is fail to deposit the penalty amount consecutively for three months this will breach the terms and conditions of the agreement and the case will be processed for the termination of the contract.

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## 12. FORCE MAJEURE

### FORCE MAJEURE EVENT

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 12.1, 12.2 and 12.3 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

#### 12.1 NON POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a 'Non Political Event' shall mean one or more of the following acts or events:

- (i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works) or landslide;
- (ii) radioactive contamination or ionizing radiation;
- (iii) General strikes or boycotts (other than those involving the Concessionaire, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 12.2;
- (iv) any failure or delay of a Contractor but only to the extent caused by another Non Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by NDMC;
- (vi) any event or circumstances of nature analogous to any of the foregoing.

## 12.2 INDIRECT POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

- (i) 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 which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
- (ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year; or
- (iii) Any public agitation which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year.

## 12.3 POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of NDMC, or any other Government Agency:

- (i) Change in Law, only when provisions of Article 14 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Concessionaire or of the Contractors; or
- (iii) Any unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of the Contractors to perform their respective obligations under the Project Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.

## 12.4 EFFECT OF FORCE MAJEURE EVENT

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

- (a) There shall be no Termination of this Agreement.



- (b) Where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which collection of revenue remains affected on account thereof; and
- (d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Clause 12.5 hereinafter.

## 12.5 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE

Subject to the provisions of Clause 12.4 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by NDMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim ;
- (c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Concessionaire subject to approval of NDMC shall be reimbursed by NDMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim; and
- (d) NDMC may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the concession fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.

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- (b) Where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which collection of revenue remains affected on account thereof; and
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- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by NDMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim ;
- (c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Concessionaire subject to approval of NDMC shall be reimbursed by NDMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim; and
- (d) NDMC may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the concession fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.



Without prejudice to any other right or remedy which NDMC may have in respect thereof under this Agreement, upon the occurrence of an Event of Default, NDMC shall be entitled to terminate this Agreement by issuing a Termination Notice to the CONCESSIONAIRE. In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) NDMC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that

- i) If the default is not cured within 07 (Seven) days of the Preliminary Notice, NDMC shall be entitled to encash the Performance Security with a notice to the CONCESSIONAIRE (Encashment Notice).
- ii) Alternatively, NDMC, at its discretion may remove and prohibit display of advertisement on the affected PTUs.

### 13.3 RIGHTS OF NDMC ON TERMINATION

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to

- i) take possession and control of Project Assets / PTU forthwith;
- ii) forfeit the performance security of the project;
- iii) prohibit the CONCESSIONAIRE and any person claiming through or under the CONCESSIONAIRE from entering upon the Project Assets/dealing with the Project or any party thereof;
- iv) Not to allow the Concessionaire to participate in the next tender for the same set of PTU.

### 13.4 TERMINATION PAYMENTS

Upon Termination of this Agreement after the Commencement Date, the Concessionaire shall be entitled to receive Termination Payment as under;

(a) Prior to COD.

- (i) If the Agreement is terminated due to NDMC Event of Default, the Concessionaire shall receive from NDMC, Termination Payment equal to the Estimated Value for the civil work, finishing work & fixtures which are not patented of the PTU as per the CPWD Manual only.
- (ii) If the Agreement is terminated due to the Concessionaire Event of Default, the Concessionaire shall receive no payment from NDMC and Performance Security will also be encashed.

(b) After COD.

- (i) If the Agreement is terminated due to Concessionaire Event of Default, NDMC shall pay to the Concessionaire, Termination Payment equal to 70% of the Estimated Value for the PTU as per the CPWD Manual after deduction of the depreciation value as on the date of Termination Notice.

Provided NDMC shall be entitled to deduct from the Termination Payment any amount due and recoverable by NDMC from the Concessionaire as on the Termination Date.

### 13.6 RIGHTS OF PARTIES

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

## 14. CHANGE IN LAW

### 14.1 CHANGE IN LAW

Change in Law means the occurrence or coming into force of any of the following, after the Proposal Due Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) a change in the interpretation or application of any Indian law by a court of record ;
- (d) any change in the rates of any of the Taxes.

Provided that Change in Law shall not include;

- (i) coming into effect, after the Proposal Due Date, of any provision of a statute which is already in place as of the Proposal Due Date or
- (ii) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Proposal Due Date, which is a matter of public knowledge.

## 15. DISPUTE RESOLUTION

15.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC such a neutral person not being the employee of the NDMC.

15.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

15.3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held only at New Delhi as decided by Arbitrator.



#### **15.4 JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

#### **16. ENGINEER-IN-CHARGE**

Engineer-in-Charge shall oversee the implementation of the project and issue the completion certificate and COD for PTU to commence / start the revenue collection from advertisement and other permitted commercial activities such as Bank ATM, Vending Machine & Water ATM by the concessionaire.

#### **17. REPRESENTATIONS AND WARRANTIES, DISCLAIMER**

##### **17.1 REPRESENTATIONS AND WARRANTIES OF THE CONCESSIONAIRE**

The Concessionaire represents and warrants to NDMC that:

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it is a company set up under the Company Act 1956 / 2013.
- (c) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (d) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (e) it has the financial standing and capacity to undertake the Project;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (i) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (j) it has no knowledge of any violation or default with respect to any order,

writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (l) subject to receipt by the Concessionaire from NDMC of the Termination Payment and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project / Project Facilities shall pass to and vest in NDMC on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or NDMC;
- (m) no representation or warranty by the Concessionaire contained in this agreement or in any other document furnished by it to NDMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (n) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.
- (o) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project Site, Project Requirements and the information provided by NDMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- (p) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Concessionaire.

#### **17.2 REPRESENTATIONS AND WARRANTIES OF NDMC**

NDMC represents and warrants to the Concessionaire that: NDMC has full power and authority to grant the Concession;

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



### **17.3 OBLIGATION TO NOTIFY CHANGE**

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

## **18 MISCELLANEOUS**

### **18.1 ASSIGNMENT AND CHARGES**

- (a) Subject to sub-articles (b) and (c) hereinbelow, neither Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.
- (b) Except as provided in sub-article (c) here in below, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this agreement except with prior consent in writing of NDMC, which consent NDMC shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in sub-articles (a) and (b) above shall not apply to:
  - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire ;
  - (ii) mortgages/pledges/hypothecation of goods/assets other than Project Site, as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
  - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

### **18.2 INTEREST AND RIGHT OF SET OFF**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at SBI PLR plus 3% from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 18.2 shall neither be deemed or construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **18.3 LIABILITY AND INDEMNITY**

#### **GENERAL INDEMNITY**

- a) The Concessionaire shall indemnify, defend and hold NDMC harmless against

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any and all proceedings, actions and third party claims arising out of a breach by Concessionaire of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by NDMC of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.

- b) NDMC will, indemnify, defend and hold harmless the Concessionaire against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by NDMC, its officers, servants and agents of any obligations of NDMC under this Agreement except to the extent that any such claim has arisen due to breach by the Concessionaire of any of its obligations under this Agreement.
- c) Without limiting the generality of this Article 18.3 the Concessionaire shall fully indemnify, save harmless and defend NDMC including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to failure of the Concessionaire (a) to comply with Applicable Laws and Applicable Permits, (b) to make payments of Taxes relating to the Concessionaire's Contractors, suppliers and representatives income or other taxes required to be paid by the Concessionaire without reimbursement hereunder, or (c) to pay amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors.
- d) Without limiting the generality of the provisions of this Article 18.3, the Concessionaire shall fully indemnify, save harmless and defend NDMC from and against any and all damages which the NDMC may hereafter suffer, or pay by reason of any demands, claims suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project or any part thereof comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for NDMC a license, at no cost to NDMC, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense and without impairing the Project Requirements, either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- (d) In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 18.3 (the 'Indemnified Party') it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party. Provided that, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.



(e) DEFENCE OF CLAIMS

- (i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article 18.3, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- (ii) If the Indemnifying Party has exercised its rights under Article 18.3(d) above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- (iii) If the Indemnifying Party exercises its rights under Article 18.3(d) above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:
- (1) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
  - (2) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
  - (3) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
  - (4) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either
    - (a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

- (b) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement,

Provided that if sub-articles (2), (3) or (4) of Article 18.3(e)(ii) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

#### **18.4 GOVERNING LAW AND JURISDICTION**

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

#### **18.5 WAIVER**

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 authorised representative of such Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.
- d) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

#### **19 SURVIVAL**

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

#### **20 AMENDMENTS**

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

#### **21 NOTICES**

Unless otherwise stated, notices to be given under this Agreement including



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

If to NDMC

Executive Engineer (CP)  
16<sup>th</sup> Floor, Room No 1611  
NDMC, Palika Kendra,  
Parliament street, New Delhi-110001

Fax No. -----

If to the Concessionaire  
The Managing Director,  
----- Limited,  
-----

Fax No. -----

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

## **22 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 shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

## **23 NO PARTNERSHIP**

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

## **24 LANGUAGE**

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

## **25 EXCLUSION OF IMPLIED WARRANTIES ETC.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not

contained in a binding legal agreement executed by the Parties.

26 **COUNTERPARTS**

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

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

SIGNED SEALED AND DELIVERED

For and on behalf of NDMC by

(Signature)

(Name)

(Designation)

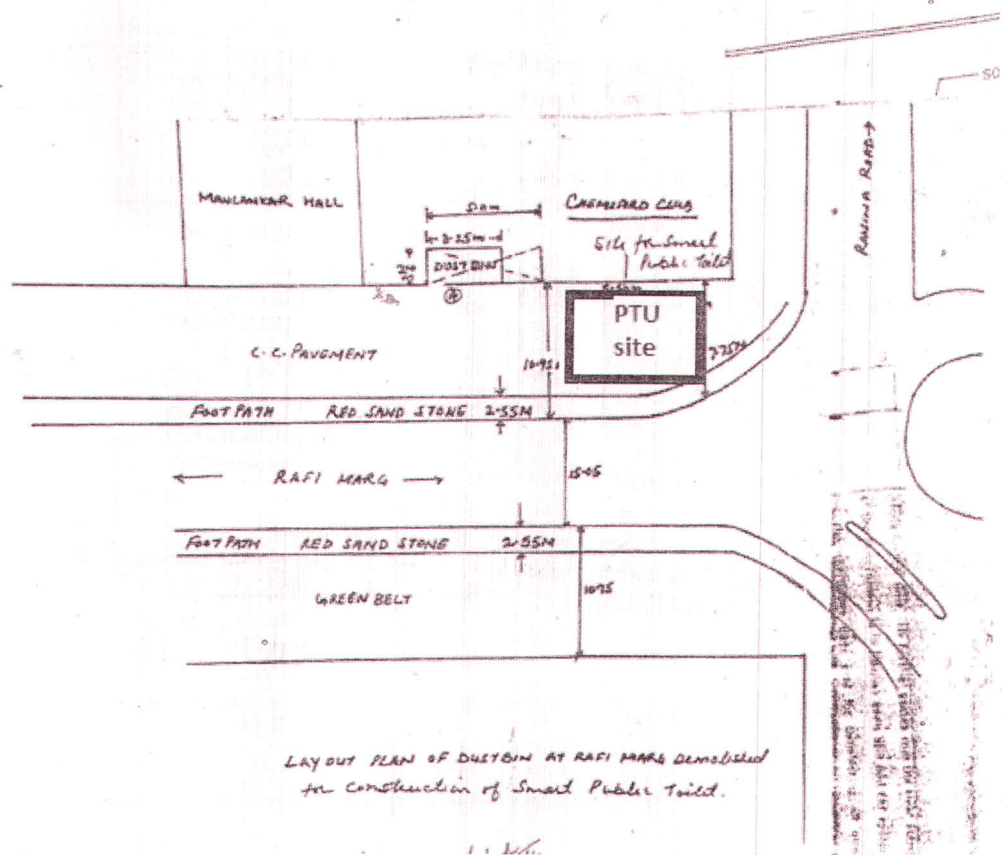
SIGNED, SEALED AND DELIVERED

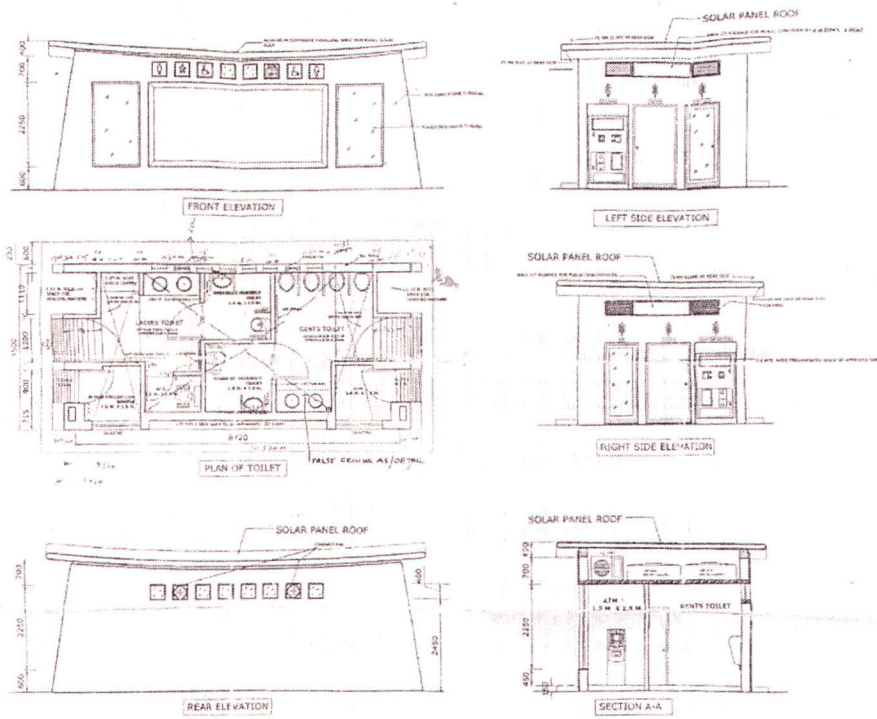
For and on behalf of CONCESSIONAIRE by:  
In the presence of.

1)

2)



LOCATION LAYOUT OF THE SMART PUBLIC TOILET UTILITY

**DRAWING OF SMART PUBLIC TOILET UTILITY**

DEPARTMENT OF  
ARCHITECTURE  
AND ENVIRON  
R.D.M.C.

NOTE:

- 1) DISCREPANCY, IF ANY SHALL BE IMMEDIATELY BROUGHT TO THE NOTICE OF CHIEF ARCHITECT, NDMC.
- 2) DRAWING TO BE READ AND NOT TO BE MISUNDERSTOOD.
- 3) ALL DIMENSIONS ARE IN METERS.
- 4) THIS DRAWING HAS BEEN PREPARED ON THE BASIS OF THE INFORMATION RECEIVED FROM THE USER/OWNER.
- 5) NECESSARY ADMINISTRATIVE APPROVAL FROM COMPETENT AUTHORITY, HAS TO BE OBTAINED BEFORE INITIATING THE WORK.

S. NO. REVISION

SKD. DATE

RAJESH SINGH  
CHIEF ARCHITECT

SAHIL SETHI  
DY. ARCHITECT

ASHOK SINGH  
ASST. ARCHT.

OFFICE OF THE CHIEF  
ARCHITECT, PALIKA KENDRA

PROPOSED TOILET AT  
RAFI MARG, NEW DELHI

SCALE

JAN. 2016

JOB NO.

DNK. NO.



**THE MINIMUM SPECIFICATIONS AND STANDARDS FOR Smart PTU**

- 1) The Smart PTU is to be constructed in accordance with the drawings, complete with proper tiling, flooring, LED fixtures, electrical fittings, sanitary fittings, solar photovoltaic roof top thin panels and plumbing etc. as per Annexure-'B'.
- 2) (a) The advertisements are only permitted to display on the front wall of the Smart PTU. The advertisement area is about 10.8 sq.mtr which can be extended to maximum 18 sq meter.  
  
(b) The advertisements panel shall be of Back lit advertising panel (preferably LED) / Digital Advertising panel (with prior approval of the Delhi Police) in the frame of Stainless Steel and covered with poly carbonate sheet as per design approved by NDMC.  
  
(c) The tentative size of advertising panel shall be of 4.8m x 2.25m (Front panel), as per the details given in "Annexure B"  
  
(d) No separate structure for advertisements panel above the Smart PTU, or separate advertisements panel from the Smart PTU shall be allowed to put or add.  
  
(e) No display/ exhibit of any picture/poster/statue or other articles in any part of the premises are allowed that are repugnant to the general standards of morality and no ambush marketing is permitted. The CONCESSIONAIRE expressly agrees that the decision of the NDMC in this regard shall be conclusive and binding on the CONCESSIONAIRE.
- 3) The provision of the space for various facilities such as **Bank ATM, Health care unit / facilitation centre (as per drawing at Annexure "B"), Water ATM & Vending Machine along with Toilet facilities for Male, Female and Speciallyabled persons and having space for child care facility and Solar Photovoltaic Roof Top thin Panels** as per the design approved by NDMC are to be provided in each Smart PTU as per Annexure 'B'.
- 4) An area for Health care unit / / facilitation Centre as per drawing at Annexure 'B' would be provided to the NDMC for which no payment would be made to the concessionaire by NDMC during the concession period.
- 5) The Public Toilets shall have separate facility such as **Bank ATM, Health care unit / facilitation centre (As per drawing at Annexure "B"), Water ATM & Vending Machine along with Toilet facilities for Male, Female and Speciallyabled persons and having space for child care facility and Solar Photovoltaic Roof Top thin Panels.**
- 6) The number of WC seats and Urinal Pots will be as per drawing at Annexure-'B'.



- 7) The material and the fixtures to be used in each Smart PTU are given herewith for minimum standard. However, the concessionaire can propose the higher specification than the above for approval by the NDMC.
- 8) The drawings of individual Smart PTU in details are given clause 27, clause 28 of RFP and in **Annexure D**.
- 9) **Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the Smart PTU and for the use of public visiting these public conveniences. The supply shall be provided by NDMC at one point not more than 10 metres from the Smart PTU where available. Further laying of water line, connection and payment of connection & usage charges shall be the responsibility of the concessionaire. In case there is no feasibility of water supply immediately, in that case, the concessionaire has to arrange water at his own cost.
- 10) **Electricity supply:** The Concessionaire shall ensure adequate electricity supply for proper LED lightings inside and outside the Smart PTU from the Solar panels and Municipal electric supply. Fans and exhaust fans shall be energy efficient. The electric supply shall be provided by NDMC through prepaid meter at one point not more than 10 meters from the premises and further laying of electric cables, payment of connection and usage charges shall be the responsibility of the concessionaire.
- 11) **Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. NDMC shall provide a municipal sewer at point not more than 10 meters from the premises. The connection charges and uses charges shall be responsibility of the concessionaire. Where there is no feasibility of municipal sewer line in that case bio-digester is to be provided by the concessionaire at his own cost.
- 12) **Landscaping:** The concessionaire shall put plants in and around each Smart PTU where space is available as per the approval of the NDMC and maintain the same in good condition at all times.
- 13) **Cleaning of Smart PTU:** The Concessionaire shall ensure cleaning of the Smart PTU as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for Smart PTU.
- 14) **Waste Disposal:** The Concessionaire shall provide stainless steel litterbins inside and outside the Smart PTU as specified and dispose of the collected waste upto nearest municipal bin.
- 16) All the necessary electrical fittings/fixtures/ LED/ Exhaust fan/ Hand dryer/LED screen etc. shall be of standard specifications energy efficient and quality, but not limited to the specified one herein and the work shall be got done through qualified electrician/wireman.
- 17) All the sanitary fittings/fixtures ( WC, Urinal pot, Cistern, Taps, Dispenser , soap dispenser, wash basins etc.) shall be used of standard specifications, but not limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- 18) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of NDMC shall be final.
- 19) The Smart PTU shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.



- 20) The door and window frames shall be of Aluminium sections / epoxy coated MS sections panel door.
- 21) Ladies Toilets are to be provided with paddle operated dustbins.
- 22) Entire colour scheme and samples of the materials shall be got approved prior to use in the construction of Smart PTU.

23) The minimum specifications for the material to be used in Smart PTU.

Sr. No	Item description	Minimum specifications
1.	Brick work	As per CPWD specifications / for modular partition wall shall be as per manufacturer specifications.
2.	Roof	RCC, M-25 with reinforcement of Fe-500 Grade.
3.	Flooring	Anti-Skid floor tiles and Granite flooring for ramps of required color and size as approved by Engineer-in-charge.
4.	Internal wall cladding	Matt finish wall tiles of approved size and colour by Engineer-in-charge, such as NITCO, Somany, Kajaria, Johnson or equivalent on 12 mm thick plaster in cement mortar with polymer adhesive and jointed with white cement slurry and matching pigment upto ceiling height.
5.	External wall cladding	Red sand stone cladding of approved quality & colors as per the Drawings and Engineer-in-charge.

6.	WCs, Urinals & washbasins.	In white / Ivory colour vitreous china conforming to IS:7231 and as approved by Engineer-in-charge
7.	Cistern	PVC flushing cistern with manually controlled device, preferably concealed
8.	Storage tank	Polyethylene water storage tank 04 nos. of capacity 500 ltr. each ISI: 12701 marked indicating the BIS license no.
9.	Taps, stop cocks, Angle valves etc.	PTMT (engineering thermoplastic) fittings of Prayag or equivalent make and C. P. Brass /

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		Metal fittings in the PTU of approved quality.
10.	Prelamina doors & window Frames	Conforming to IS:733 and IS:1285, anodized transparent or dyed to required shade according to IS:1868. (Minimum anodic coating of grade AC 15)
11.	Particle board	Conforming to IS:12823
12.	Electrical wiring, fittings & fixtures	All fixtures, wiring & fittings of BIS standards. All lightings shall be LED lights. Fans, exhaust fans, Hand Dryer shall be energy efficient.
13.	Solar Photovoltaic Panels Roof Top	Thin Solar photovoltaic panels of good quality shall be placed on roof for minimum 2 KW capacity as per the site feasibility along with other fittings and installations for feeding its power to the Smart PTU.
14.	Roof Top	4mm thick Aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between .5mm thick two aluminium sheets. The ACp sheet shall be coil coated, with Kynar 500 based PVDF/Lumiflon based fluoro polymer resin coating on approved color and side on face #1 and polymer(Service) coating on face #2
15.	Glass Doors	12 mm thick toughened glass of approved brand and manufacture as per engineer-in-Charge
16.	Back-lit signage	For public convenience with NDMC logo

17	1.07m wide child care center as per drawing at Annexure "B"
18	Provision of ledge for placing personal belongings within the toilet cubicle as well as wash area in toilets.

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

**26) Operations & Maintenance:**

This includes operation of the Smart PTU i.e. regular cleaning of the Smart PTU

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wastes to be disposed off.

14. Security of all assets is to be ensured by the Concessionaire.
15. The advertisements on panels to be changed during off peak periods – preferably during night hours.
16. Exhaust fans should be functional always.
17. A round the clock mobile service van should be provided for attending to electric, plumbing and cleanliness related complaints.
18. The concessionaire shall be responsible to rectify minor complaint within 6 hours after receipt/ occurrence of complaint & major break down in any Electrical/ Sanitary installation shall be rectified next day failing which penalty @500/- per day shall be imposed.
19. Penalty for Rs 1,000/- Per Toilet / Per Day for improper quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of equipments and use of inferior quality of consumables as per the details given in **Table 1 to Table 4 of Annexure "D"**, the decision of NDMC will be final in this regard.

and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. The maintenance and operation of all the necessary infrastructure provided in Smart PTU such as electricity, drainage, sewerage, waste removal, water etc. The concessioner shall also clean and housekeeping the other areas created in Smart PTU for the other facilities as specified above.

**27) MINIMUM MAINTENANCE REQUIREMENTS**

1. The PTU should be kept opened from 6.00 a.m. to 10:00 p.m. for all seven days a week. At times it may be required to keep it open for round the clock, 24 hours in a day for all seven days a week. The decision of NDMC in this regard shall be final.
2. Dedicated Operations Team, for active monitoring of security and maintenance services on a daily basis.
3. Water must be always available for flushing and washing.
4. All fittings and fixtures are to be maintained in fully functional condition always.
5. The surroundings areas are to be kept cleaned at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
6. The advertisement panel to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not posted on any of the panels and on structural part of Smart PTU.
7. No leakage from roof to be permitted.
8. Proper drainage is to be maintained and no accumulation of water, liquid etc. is to be allowed at any time.
9. The lighting arrangement at the Smart PTU is functional at all times. Electrical safety is to be ensured for users as well as CONCESSIONAIRE'S staff.
10. All structural members, sanitary fittings, electrical fittings and advertisement panel are to be inspected and maintained in good condition as per Good Industry Practices.
11. Broken floor and wall tiles are to be replaced within two days of such event.
12. The staff provided at the Smart PTU should be literate and courteous toward the users and assist handicapped and old age users. The staff will always be in uniform as approved by the EE (CP).
13. The flower plants and shrubs are to be maintained and watered regularly and the



## REQUIREMENT FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC TOILETS IN NDMC

### INTRODUCTION

Public Toilets has evolved an embarrassing subject now a days and has gained widespread awareness and discussion. Toilet issues are related to Behaviour, Public Health, Social Graciousness, Cleaning Skills and Methods, Building Maintenance, Accessibility, Setting Norms and Standards, Legislation, Research & Development, Technologies, Public Education and Environmental issues such as Water.

These issues are different in Public Toilets than the same in building which serves different visitors than that of a shopping centre, a school, a hospital, an office, a coffee shop, etc.

The Toilet needs of a man are also different from a woman, a child, an elderly person, an infant and different kinds of handicapped people like the visually handicapped, blind, wheel-chair bound, etc. Furthermore, ethnic and cultural needs also have to be addressed.

### Definition of "A Well Designed Toilet"

Anyone, who has even been in an overcrowded or uncomfortable public toilet, will value a good toilet. The usual demands placed on a high-profile, high traffic and heavily used facility requires extra thoughts for each process. A public toilet has to be:

- (a) Clean and dry
- (b) Well ventilated
- (c) Easy to maintain
- (d) Carefully planned layout
- (e) Handicap friendly

There are various types of toilets such as Public Toilets, Community Toilets or Toilets in office or school etc.

Public Toilets facilities is generally open to any member of the Public or restricted to the patrons of the owner of the facility. Public toilets are places where one is obliged to ease oneself in unfamiliar surroundings among the strangers of the same sex, therefore, the fundamental principles of design of toilets include psychological studies and not just physical clearances and space requirement.

### Design

#### 1.0 Introduction

A number of different activity spaces are occupied by the appliances itself, additional space required by the user and further space for circulation within the toilets. In many cases, these latter spaces may overlap on occasion.

Placing the appliances in order of use simplifies the circulation and reduces the distance travelled by the user. Using sensor-operated appliances should encourage hygiene.

**No unsupervised installation can prevent vandalism. Even with the most vandal-resistant appliances, an unsupervised facility will eventually become sub-standard. In most cases, facility engineers and cleaners play an important role,**

which will result in well-maintained toilets. However, all designs should allow for individual items to be replaced. Pipe work, traps and electrical supplies should be concealed for aesthetic and hygiene reasons.

### 1.1 Layout

Single entrance/exit plans work satisfactorily provided the path of the users do not cross each other and the entrance is wide enough. Dispensing with the entrance door to the public toilet helps to improve the ventilation within the toilet.

Electronic products for toilets such as flush valves and faucets require minimum maintenance but offer enhanced operations that promote sanitation and perceived cleanliness because of hands-free operation. Simultaneously it has a lot of challenge in Public domain.

Directional signs leading to the toilets should not be too remote from main traffic area to avoid long distance walking for the aged with weak knees. It has to be easily accessible for those with urgency and for better personal safety for the user.

Signage used should be sufficient and prominently displayed in all main traffic passageways, so that the user does not need to ask for directions.

Signage used should show contrast of dark solid figure against a white background and significant to be seen by the visually handicapped and the aged.

The ratio of fittings in male and female toilets should be 1 W.C & 1 Urinal for male: 2 W.C.s for female. As far as possible, fixtures such as urinals and W.C.s should be fitted back-to-back with common pipe ducts in between. All public toilets should be mechanically ventilated with an exhaust fan.

### 1.2 Lighting

A well-designed lighting system will save electrical energy and improve the appearance of the toilet. Dark and shadowy, off-coloured lighting can create the impression that a toilet isn't clean. Natural lighting can be used to help create a softer, friendlier environment.

All public toilets should be provided with warm-colour lighting for general lighting as well as down lights above the wash basin/mirror. The minimum general lighting level is 300 lux. Warm-colour lighting aids in creating a better ambience in the toilets, which in turn encourages more care and responsibility from the users.

### 1.3 Materials

Materials shall be used of durable, resistant to vandalism and neglect. Detailed specification item wise are already given in Annexure 'C'.



Examples of good materials: -

(a) Floor shall be of Anti-skid tiles..

(b) Inside Wall shall be of Matt finish tile and outside wall of Red Sand Stone etc.

(c) Ceiling shall be of Mineral fibre board, fibrous plaster board, Aluminium panels or st CPs etc.

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

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

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

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

#### **1.4 Urinals**

All Urinals should be fitted with a flush valve and may be with an automatic flushing device. The fixture should be concealed for easy maintenance and to deter vandalism.

. As a further enhancement to keep the urinal areas dry, stainless steel grating could be installed over the drainage and below the urinal bowls.

#### **1.5 Water Closets**

All W.C.s should be wall hung or seated / stand and should be fitted with flushing device. The fixture should be concealed for easy maintenance and to deter vandalism. W.C. cubicles should be as per drawing at Annexure "B".

An ablution tap coupled with hose and a spring-loaded nozzle should be installed in at least 1 W.C compartment in male and female toilets. Floor trap should be provided within the W.C. where it is fitted with the ablution tap. The flooring of W.C. cubicles should be properly graded towards the floor trap so as to keep the floor as dry as possible.

#### **1.6 Wash Basins**

The basins should have a quantity and size as per drawing at Annexure 'B'.  
All wash basins should be installed into vanity tops, and located beneath the vanity.

Vanity tops should have backsplash and apron edges.

All wash basin taps should be to conserve water. The water pressure and tap/wash basin position should not cause water to splash onto user's body during activation.

Where there are two or more basins, one should be installed at child's height.

In order to keep the floor dry, the vanity top-cum-wash basin should be installed outside the toilets for common use by all users. Liquid soap dispensers, paper towel dispenser or hand dryer and litter bins should be installed adjacent to the washbasins.

### **1.7 Provision of Facilities**

All public toilets should be fitted with:

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

### **1.8 SPECIAL NEEDS FOR UNIVERSAL ACCESSIBLE TOILET FOR PHYSICALLY CHALLENGED PERSONS (DIVYANG)**

#### **1.8.1 The provision of toilet for the handicapped in each Smart PTU.**

Where sanitary provisions are to be made for wheelchair users, such provisions shall be in accordance with the requirements stipulated for Barrier-Free Accessibility for PTU.

#### **1.8.2 The wash basin in handicap toilets should be within reach from a seated position so that the handicapped can do his washing without shifting himself.**

### **1.8.3 SPECIFICATIONS**

Gentle Slope for ramps : 1:12 max

Landing : every 750mm of vertical rise

Width & Depth: as per Drawing at Annexure "B"

Surface (ramp + landing) should be slip resistant.

A ramp should be accompanied by a flight of easygoing steps.

### **HANDRAILS**

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



## **TACTILE SURFACE**

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

## **DOOR**

Should be provided and placed as per Drawing attached herewith at Annexure "B".

Be fitted with lever action locks and D- handles of circular section, between 850mm and 1100mm from floor level.

Also be fitted with vision panels at least between 900mm and 1500mm from floor level.

A distance of 450mm to 600mm should be provided beyond the leading edge of door to enable a wheelchair user to maneuver and to reach the handle. Be provided with a horizontal pull bar at least 600mm long on the inside and 140mm long on the outside at a height of 700mm,

## **WATER CLOSET (WC)**

- An unobstructed space 900mm wide should be provided from the edge of the WC to the rear wall to facilitate side transfer, together with a clear space 1200mm in front of the WC
- Be located between 460mm to 480mm from the centerline of the WC to the adjacent wall.
- The top of the WC to be 475mm to 490 mm from the floor.
- Have a back support.
- Grab bars at the rear and the adjacent wall. On the transfer side-swing away/up type and on the wall side L-shape grab bars should be provided.

## **WASHBASIN**

- The locations and dimensions should be as per drawing attached at Annexure "B".
- Be of dimensions 520mm and 410mm, so mounted that the top edge is between 700mm-800mm from the floor have a knee space of at least 760mm wide by 200 mm deep by 65mm-680mm high.
- Lever type handles for taps are recommended
- Mirror's bottom edge to be 1000 mm from the floor and mirror may be inclined to an angle.

### **1.9 Installation Standards**

All pipe works should be concealed, except for final connections to the fixtures. Pipework exposed to view should be chrome-plated.  
Avoid surface mounting of cables. They should be fully concealed.

Avoid sharp corners or edges. Coved tiles or PVC st CPs should be provided along these edges as far as possible.

Access panels to pipe ducts should be located as far as possible in inconspicuous areas.

Mirrors should be flush with the wall surface.

#### 1.10 Ventilation System

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

The toilet air should be extracted to the outside by a mechanical ventilation system at a rate not less than 15 air changes per hour through exhaust fan as specified in drawing at Annexure "B".

#### 1.11 Landscaping

The ambience of public toilets can be enhanced further by placing of wall pictures and illuminated by delicate lighting on them. The planters and aquarium shall also be provided inside the Toilet Block and aesthetic landscaping surrounding the toilet / near ingress / egress be developed.

### Maintenance

#### 2.1 Sequence of Cleaning

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

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

The sequence of cleaning should follow this checklist:

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

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

#### 2.2 Schedule Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or



monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness).

Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user. The periodic cleaning schedule shown **Table-2** annexed in this agreement should be adopted.

### **2.3 Timing and Frequency of Cleaning**

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

### **2.4 Basic Equipment and Supplies**

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings.

To carry out proper toilet maintenance, cleaners should have the equipment listed in **Table-3** annexed herein.

### **2.5 Correct Use of Cleaning Agents**

Cleaners of public toilets should be trained in the proper usage of specific cleaning agents and equipment for different types of materials and finishes in the toilets, e.g. tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish is shown in **Table-4** annexed in this agreement.

### **2.6 Mechanical Ventilation System**

Mechanical ventilation systems should be: -

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

### **2.7 Training**

Toilet cleaners / Toilet attendant should be properly trained and certified to perform the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the cleaners.

### **2.8 Performance-Based Contracts**

Toilet operators who engage cleaning labour / staff for toilet cleaning should specify in their contract a performance-based outcome rather than headcount-based outcome. The performance-based contract should also stipulate a requirement for trained cleaners.

### **2.9 User Education**

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. And other social message help to commuters as well maintained hygienic conditions as well as comfort to all.

### 3.1.0 Persuading Users to do their Part.

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean.

In order to be effective in persuading people to do their part, a message has to be

- (a) attended to
- (b) assimilated
- (c) remembered (for future action)

### 3.2 SIGNAGES FOR Smart PTU:-

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

### 3.2 Message Design

The message shall be readable for people readily attend to visuals. This makes the use of visuals an important part of the design of the message. Generally, visuals should be

- (a) Simple and uncluttered
- (b) Attractive
- (c) Eye-catching

The language of public education has to be kept simple. This helps ensure that the message reaches all regardless of their educational level. It also ensures that the message is attended to, understood and remembered for future action.

- i. Jargon, big words and long sentences should be avoided.
- ii. Slogans can be very effective because they are short, catchy and easy to remember.

### 3.3 Message Placement

The usual means of message placement in public toilets are posters and stickers.

To maximize the effectiveness of the message, the right medium and manner of displace should be selected.

**The main purpose of user education is to address specific behavioural concerns such as littering, careless aiming or the flinging of water everywhere**



Placed strategically at the spot where the problem behaviour occurs. For example: on the wall above the urinal – to encourage better aiming; At the wash basin area – to discourage flinging of water everywhere.

Posters can be used to convey generic messages such as "Help Keep This Toilet Clean and Nice".

Table - 1

LOCATION .....MONTH.....CHECKED BY.....

[illegible]



Public Toilet, Operation, Cleaning and Maintenance

Frequency for Periodic / Thorough Cleaning in Smart PTU:-

PERIODIC CLEANING SCHEDULE		
ITEM	ACTIVITY	FREQUENCY
FLOOR	Machine scrub to ensure removal of soil from Grounting	Fortnightly
Walls	Hand scrub to ensure removal of soil from Grounting	Monthly
Bins	Hand scrub to ensure removal of soil from Grounting	Fortnightly
Wash Basins	Scrub with scrubbing pad to remove stubborn Stains	Weekly
Bowls Urinals	Scrub with scrubbing pad to remove stubborn stains. Scrub beneath rim to ensure removal of yellow Stains	Weekly
Soap Dispensers	Dismantle and check / clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Weekly

unf

## Frequency for Spot Cleaning of Smart PTU on daily basis.

Sr. No	Description of item/ maintenance task	Frequency for spot Cleaning
(i)	Cleaning of MS/ Stainless steel railing including balusters & Signage.	Daily & as and when required.
(ii)	Cleaning of doors / windows	Daily
(iii)	Cleaning /Sweeping of pavement/ walkways / Floors	Once in each shift & as and when required.
(iv)	Cleaning of litterbins etc.	Once in each shift & as and when required including disposal of litters etc. to the nearest NDMC dustbin/ compactors.
(v)	Cleaning & Sanitation of toilets/ WC/ Urinals etc.	Regular cleaning of toilets/ WC/ Urinals etc. in each shift and as and when required including dry and wet mopping to keep the floor clean and dry at all times.
(vi)	Cleaning of sanitary fixtures.	2 to 3 times in each shift & as and when required to keep fixture neat and clean.
(vii)	Removal/ disposal of waste of toilets, unhooking of WC, urinals etc.	Once in each shift & as and when required.
(viii)	Checking of all plumbing/ electrical connections / fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
(ix)	Cleaning of surrounding of toilets.	Daily & as and when required.

Note:- Thorough cleaning once a day and spot cleaning for the remaining period as per the above frequency specified in Table 2 B.



**Public Toilet Operation, Cleaning and Maintenance**

Equipment and supplies list for cleaners	
1. Service tray or cart	
2. Premixed glass cleaner (with spray bottle)	
3. Premixed disinfectant cleaner (with spray bottle)	
4. Disinfectant cleaner concentrate	
5. Scouring power	
6. Stainless Steel Cleaner (if necessary)	
7. Toilet Bowl swab and container	
8. Putty knife	
9. Broom	
10. Dust- Pan corner brush	
11. Mop / Bucket / Wringer	
12. Signage such as "Wet Floor" and "closed for cleaning"	
13. Duster (feather / lambs wool)	
14. Clean cloth	
15. Paper towels / toilet paper / soap	
16. Gloves	

Table - 4

CLEANING AGENTS FOR DIFFERENT FINISHES	
1. Wall / Floor (Ceramic, granite and marble tiles)	Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
2. Glass / Mirror (Neutral cleaners can also be used)	Use ammonia – or neutral based cleaners
3. Sanitary Wares	Use disinfectant cleaners
4. Stainless Steel / Chrome	Use Stainless steel / chrome polish
5. Plastic / PVC	Use neutral based cleaners
6. Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

