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	Feature	Definition	Scenario 1 (BASE)	Scenario 2	Scenario 3	Scenario 4 (ADVANCED)	Self-assessment for the full city with regard to each feature	Basis for assessment and/or quantitative indicator (Optional only if data exists)	Projection of 'where the city wants to be' with regard to the feature/indicator based on the city vision and strategic blueprint	Input/initiative that would move the city from its current status to Advanced status (Scenario 4: Column G)
1	<b>Citizen participation</b>	<b>A smart city constantly shapes and changes course of its strategies incorporating views of its citizen to bring maximum benefit for all. (Guideline 3.1.6)</b>	The City begins identifies priorities and projects to pursue without consulting citizens.	City undertakes citizen participation with some select stakeholders. The findings are compiled and incorporated in some projects or programs. Very few major decisions are shared with -citizens until final projects are unveiled.	City conducts citizen engagement at city level and local area level with most stakeholders and in most areas. The findings are compiled and incorporated in projects or programs.	City constantly conducts citizen engagement with people at each Ward level to incorporate their views, and these shape priorities and development projects in the city. Multiple means of communication and getting feedback such, both face-to-face and online are utilised. The effectiveness of city governance and service delivery is constantly enhanced on the basis of feedback from citizens.	Scenario 3	The basis for assessment is study of citizens engagements done during CDPs (both first and second generation), CSP etc.	City aspires to involve citizens in decision making through participation of different income & age groups, genders and associations.	Steps shall be taken to develop a robust ICT system so as to ensure all time two way communication.
2	<b>Identity and culture</b>	<b>A Smart City has a unique identity, which distinguishes it from all other cities, based on some key aspect: its location or climate; its leading industry, its cultural heritage, its local culture or cuisine, or other factors. This identity allows an easy answer to the question "why in this city and not somewhere else?" A Smart City celebrates and promotes its unique identity and culture. (Guideline 3.1.7)</b>	There are few architectural monuments, symbols, and festivals that emphasise the unique character of the city. Built, natural and cultural heritage is not preserved and utilised or enhanced through physical, management and policy structures.	Historic and cultural resources are preserved and utilised to some extent but limited resources exist to manage and maintain the immediate surroundings of the heritage monuments. New buildings and areas are created without much thought to how they reflect the identity and culture of hte city.	Historic and cultural heritage resources are preserved and utilised and their surroundings are well-maintained. Public spaces, public buildings and amenities reflect the cultural identity of the city-	Built, natural and intangible heritage are preserved and utilised as anchors of the city. Historical and cultural resources are enhanced through various mediums of expression. Public spaces, open spaces, amenities and public buildings reflect local identity and are widely used by the public through festivals, events and activities.	Scenario 2	As a very popular destination it attracts about a million tourists (twice of its population); about 13% of foreign tourists visiting Rajasthan come to	Udaipur aspires to conserve and showcase its natural heritage, man-made lakes, unique built heritage of walled city and cultural heritage of Mewar.	Walled city, hills and lakes sum ups to be the identity of the Udaipur, so to conserve and enhance the character of these is the priority. Single biggest initiative is Conservation of Heritage Buildings, and creation of a clean and green ecosystem around them
3	<b>Economy and employment</b>	<b>A smart city has a robust and resilient economic base and growth strategy that creates large-scale employment and increases opportunities for the majority of its citizens. (Guideline 2.6 &amp; 3.1.7 &amp; 6.2)</b>	There are some job opportunities in the city but they do not reach all sections of the population. There are a high number of jobs in the informal sector without sufficient facilities.	There is a range of job opportunities in the city for many sections of the population. The city attempts to integrate informal economic activities with formal parts of the city and its economy.	There are adequate job opportunities for all sections of society. But skill availability among residents can sometimes be a challenge.	There are adequate opportunities for jobs for all sections of income groups and skill levels. Job-oriented skill training supported by the city and by industry. Economic activities are suited to and build on locational and other advantages of the city.	Scenario 2	Udaipur being the district headquarters, there are a number of employment opportunities for people. As per 2011 Census, workforce participation is 34 percent at the city level, which is equal to the district's urban WFPR.	City aspires to have employment opportunities for all sections through creation of cultural center and development of growth centers (as identified in master plan)	Tourism promotion is the single most critical initiative for Udaipur to ensure sustainable economy and employment in the city for longer term. As identified through extensive feedbacks, the citizens feels Walled City area should be the focus for tourism also
4	<b>Education</b>	<b>A Smart City offers schooling and educational opportunities for all children in the city (Guideline 2.5.10)</b>	The city provides very limited educational facilities for its residents. There are some schools but very limited compared to the demand. Many schools are in poor condition.	City provides adequate primary education facilities within easily reachable distance of 15 minutes walking for most residential areas of the city. The city also provides some secondary education facilities.	City provides adequate primary and secondary education facilities within easily reachable distance for most residential areas of the city. Education facilities are regularly assessed through - databases of schools including number of students, attendance, teacher - student ratio, facilities available and other factors.	City provides adequate and high-quality education facilities within easily reachable distance of 10 minutes walking for all the residential areas of the city and provides multiple options of connecting with specialised teaching and multi media enabled education. Education facilities are regularly assessed through database of schools including number of students, attendance, teacher-student ratio, facilities available and other factors.	Scenario 3	Udaipur is emerging as a education hub. It is home to seven Universities and the share is literates in the city more than 80 per cent.	City aspires to have literacy rate higher (especially female literates) than the most literate state of India i.e. Kerala, by encouraging female and making learning systems easy & interesting	Udaipur has attained a good standard in higher education. The quality of school education in terms of advance learning aids i.e. smart schools and interactive learning would improve government schools as well
5	<b>Health</b>	<b>A Smart City provides access to healthcare for all its citizens. (Guideline 2.5.10)</b>	Healthcare is difficult for citizens to access - demand for healthcare often exceeds hospitals' ability to meet citizen needs.	The city provides some access to healthcare for its residents but healthcare facilities are overburdened and far from many residents. Access to preventive health care is only easily available for some residents.	City provides adequate health facilities within easily reachable distance for all the residential areas and job centers of the city. It has an emergency response system that connects with ambulance services.	City provides adequate health facilities at easily accessible distance and individual health monitoring systems for elderly and vulnerable citizens which are directly connected to hospitals to prevent emergency health risks and to acquire specialised health advice with maximum convenience. The city is able to foresee likely potential diseases and develop response systems and preventive care.	Scenario 3	Udaipur has established itself as a medical hub for a large region around it - with 2 Medical Universities. The city has got super speciality hospitals	City aspires to develop health tourism by making optimum use of existing adequate medical infrastructure facilities in the city	The city stands good in terms of medical facilities but the referral system need to be strenthened so that lower order facilities are optimally utilized
6	<b>Mixed use</b>	<b>A Smart City has different kinds of land uses in the same places; such as offices, housing, and shops, clustered together. (Guidelines 3.1.2 and 3.1.2)</b>	The city has mostly separated uses and areas are focused either on residential, commercial, or industrial, with little co-existence of uses. The average resident cannot walk to the closest market or shops near his or her home. For almost everyone, going to work or going shopping for basic needs requires a journey by automobile or bus of more than 15 minutes. Land use regulations prevent putting commercial or office locations in residential neighborhoods and vice versa.	In some parts of the city , there is a mixture of land uses that would allow someone to live, work, and shop in close proximity. However, in most areas, there are only small retail stores with basic supplies near housing. Most residents must drive or use public transportation to access a shop for food and basic daily needs. Land use rules support segretating housing, retail, and office uses, but exceptions are made when requested.	Most parts of the city have housing, retail, and office buildings in close proximity. Some neighborhoods have light industrial uses within them (e.g., auto repair, craft production). Land use rules allow for mixed uses.	Every part of the city has a mix of uses. Everyone lives within a 15-minute trip of office buildings, markets and shops, and even some industrial uses. Land use rules require or encourage developers to incorporate a mixture of uses in their projects.	Scenario 3	The basis for assessment is study of current Master Plan for Udaipur - 2031 that describes the comprehensive position of current land use distribution and also recommends proposed land use	1. City wants basic amenities to be available within walking distances thereby focusing on mixed landuse for upcoming new developments (as per Udaipur Master plan 2011 -2031) 2. Landuse planned for economic development. There is focus on development of Tourism by creating tourist infrastructure like development of Biodiversity park, nature trails, etc. Clustering of industrial areas is an important aspect of landuse plan where all facilities are available for Industrial growth. (as per Udaipur Master plan 2011 -2031)	Comprehensive infrastructure development and developing new areas with adequate mixed use could be the most critical interventions to take city to the advance status
7	<b>Compact</b>	<b>A Smart City encourages development to be compact and dense, where buildings are located close to one another and are ideally within a 10-minute walk of public transportation, forming concentrated neighborhoods. (Guidelines 2.3 and 5.2)</b>	The city is expanding rapidly at its periphery into undeveloped land, rural or natural areas, or along industrial corridors - both formally and informally. Formal new development is occurring in a way that is "sprawling," meaning that the buildings spread across a wide area and are far from one another. Residents or tenants find it easier or safer to travel by automobile because it takes a long time to walk between destinations and there are busy roads separating	The city has one or two high density areas - such as the city center, or historic areas, where buildings are concentrated together and where people can walk easily from building to building and feel as though they are in center of activity. Most of the city consists of areas where buildings are spread out and difficult to walk between, sometimes with low-density per hectare. Regulations tend to favor buildings that are separated from one another, with lots of parking at the	The city has multiple high density clusters that are easy to walk around where buildings are close together. However, the city actively encourages development to occur on under-utilized parcels of land into high-density, walkable areas. When new formal large-scale development projects happen at the periphery, they are encouraged to be dense and compact, with buildings that are close together and line the streets. The city actively encourages or incentivizes re-	The city is highly compact and dense, making the most of land within the city. Buildings are clustered together, forming walkable and inviting activity centers and neighborhoods. Regulations encourage or incentivize re-development of under-utilized land parcels in the city center. Buildings are oriented to the street — and parking is kept to a minimum, located below ground or at the back of buildings. Public transport and walking connects residences to most jobs and amenities. Residential	Scenario 2	The basis for assessment is study of current Master Plan for Udaipur - 2031 that describes the comprehensive position of current land use distribution	Create mixed landuse based compact development with contain 1. Peoples' daily needs accessible through walkable distances. 2. Creation of Transport nodes and where EWS are closely located at public transport nodes. 3. Help in reduction of Green House Gases.	The city is already compact because of its geographical location. Infrastructure upgradation and efficient management of services is critical to maintain its compactness

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8	<b>Public open spaces</b>	<b>A Smart City has sufficient and usable public open spaces, many of which are green, that promote exercise and outdoor recreation for all age groups. Public open spaces of a range of sizes are dispersed throughout the City so all citizens can have access. (Guidelines 3.1.4 &amp; 6.2)</b>	The city has very few usable public open spaces and very few usable green spaces. Available recreational spaces are located far away and are dispersed at long distances around the city. The few available public open spaces offer a limited variety of experiences for all sections of population and age groups such as places for sport, places for rest, and places for play.	A variety of public open spaces are available in some neighborhoods, but are not available in all the areas of the city or are located far away from residential areas. Many of the open spaces have access restrictions, or are not well-maintained. A variety of types of public open spaces may be lacking, such as natural areas, green areas, parks, plazas, or recreation areas.	Most areas of the city have some sort of public open space. There is some variety in the types of public spaces in the city. However, public spaces are sometimes not within easy reach or access of more vulnerable populations and are more restricted in poorer neighbourhoods.	Public open spaces are well dispersed throughout the city. Every residential area and work space has access to open space within 10 minutes walking distance. Open spaces are of various types - natural, green, plazas, parks, or recreation areas - which serve various sections of people. Public spaces tend to truly reflect the natural and cultural identity of the city.	Scenario 2	The basis for assessment is study of current Master Plan for Udaipur - 2031 that describes the comprehensive position of current land use distribution	City aspires to develop hierarchy of well dispersed public open spaces, right from their neighbourhood to city level using the new and already available variety of public open spaces (parks, lakes, hills, chowks, etc.) to meet the national and international standards	Development of open spaces as per the proposed Master Plan, maintaining the existing open space and not allowing encroachments shall be critical to maintain public open spaces
9	<b>Housing and inclusiveness</b>	<b>A Smart City has sufficient housing for all income groups and promotes integration among social groups. (Guidelines 3.1.2)</b>	Housing is very limited and highly segregated across income levels. Population growth far exceeds the creation of new housing. The poor live in informal settlements with limited to no access to basic services, and are concentrated in a few areas. The wealthy live in separate enclaves. Those in the middle have few, if any options.	Housing is available at most income levels but is highly segregated across income levels. Population growth slightly exceeds the creation of new housing. The wealthy and the middle class have housing that meets their needs at costs appropriate to their income. The poor live in informal settlements.	Housing is available at all income levels, but is segregated across income levels. The growth of supply of housing almost meets the rate of population growth. Increasingly, lower and middle-income people can find housing in areas that are conveniently located.	A wide range of a housing is available at all cost levels. The supply of housing is growing at pace with population. Affordable, moderate, and luxury housing are found clustered together in many areas of the city	Scenario 2	The basis for data is the latest MIS reports for IHSDP scheme, works under AHP and RAY/ Housing for All initiatives. The City Police has installed surveillance cameras at main Junctions of the city (Udayapol, Delhi Gate, Chetak Circle, Fatehpura Choraha and Jagdish Chowk) with the help of local body. This has reduced crime related to chain snatching significantly and the public safety has improved.	City aspires to have adequate housing for all especially for poor at centrally located places very close to trade & commerce centres which would help majority of people in the city access their workplace or daily needs by travelling shorter distances (as per Master Plan 2031)	Less than 1% reside in slum housing and 10% are living in rented premises. To cover this need 2,500 new houses for EWS/ LIG are under construction.
10	<b>Transport</b>	<b>A Smart City does not require an automobile to get around; distances are short, buildings are accessible from the sidewalk, and transit options are plentiful and attractive to people of all income levels. (Guidelines 3.1.5 &amp; 6.2)</b>	Personal automobile centric city with very few modal options. Long trip lengths for daily commute to work and education. Accessing various areas by walking or cycling is difficult. Women and vulnerable sections find it very difficult to move independently in the city. There is limited public transport. Vehicles cause high air and noise pollution levels in the city. Vehicles dominate public spaces and affect their effective functioning.	The street network system is elaborate but public transport choices are restricted. Public transport can be too expensive or unaffordable for the poor. Pedestrian infrastructure is only available in select areas. The majority of investments focus on reducing traffic congestion through the creation of more roads.	Network of streets are fairly complete. Public transport covers most areas of the city. However last mile connectivity remains incomplete -and affects transport options: Foot paths are accessible in most areas, whereas-concerns of safe crossings and security throughout the day remain. Parking zones are demarcated but absence of pricing increases over utilization of parking lots.	Street network is complete and follows a clear structure. Public transportation network covers the entire city and intensity of connection relates with the demand. Plenty of options of public transport are available and affordable for all sections of the society. There is multi-modal integration at all mass transit stations and organized-priced on street and off street parking. Walking and cycling is prevalent.	Scenario 2	With limited public transport system (1%), and high share of private vehicles (78% two wheeler and 9% cars), the city is on the verge of facing a situation of excessive congestion. In the absence of adequate public transport (PT) system, there has also been an increased dependence on unorganised, unsafe and often polluting IPT catering 11% (Auto-rickshaws around 6313 and Tempos around 2637) of the total trips.	Inclusive smart mobility, which offers safe, efficient and environmentally sustainable seamless accessibility & mobility to all	In order to have inclusive smart mobility, promotion of well organised PT system and environment friendly Non-Motorised Transport (NMT) is prerequisite. As a part of approach towards making Udaipur as a smart city, two pronged approach, one focusing on decongestion of Old City area by promoting higher NMT usage, restriction on private vehicle movements under Old City area retrofitting plan and the other being promotion of PT and NMT system for the pan city are suggested
11	<b>Walkable</b>	<b>A Smart City's roads are designed equally for pedestrians, cyclists and vehicles; and road safety and sidewalks are paramount to street design. Traffic signals are sufficient and traffic rules are enforced. Shops, restaurants, building entrances and trees line the sidewalk to encourage walking and there is ample lighting so the pedestrian feels safe day and night. (Guidelines 3.1.3 &amp; 6.2)</b>	The city is designed mainly for the automobile. Daily life without a car requires long bus rides. Walking is difficult and often dangerous; there are few pavements, existing pavements need repair and lack trees to provide shade for pedestrians, and marked pedestrian crossings are rare. New buildings have their main entrances set-back from the street, sometimes with large driveways or parking lots separating them from the street, and sometimes are enclosed by gates. Traffic signals are often disobeyed	Older areas of the city see a mix of pedestrians, cyclists, and vehicles but newer areas are focused mainly on the automobile. In the new areas, there are few pavements and main entrances to new buildings are not accessible from the front of the street. large driveways or parking lots often separating them from the street, and sometimes are enclosed by gates. In these areas, traffic signals are disobeyed.	The city has a good network of pavements and bike lanes. Buildings in most areas of the city are easily accessible from the pavement. However, traffic signals are sometimes disobeyed and it can feel difficult to cross the street.	The city is highly walkable. Pavements exist on every street and are maintained. Trees line many sidewalks to provide shade for pedestrians. Buildings in most areas of the city are easily accessible from the sidewalk. Traffic signals control the flow of automobiles and are enforced. A network of bike lanes exists to promote cycling as a means of transport. Traffic rules are followed and enforced with great seriousness.	Scenario 3	Although 48% of total trips in Udaipur are walk trips, still the city is completely devoid of NMT infrastructure, only 4% of total road network have footpaths. In the absence of NMT infrastructure, pedestrians and cyclist are the most vulnerable road user in Udaipur, 50% of road fatal accident victims are NMT users	Promotion of environment friendly adequate NMT infrastructure for both residents of the city as well as to tourists	Development of pedestrian preference zone within Old City area, through restricted movement of private vehicles during peak hours. Assisted mobility to elderly/tourist/ differently abled through an organised environment friendly IPT System. Development of footpaths, pedestrian crossing facilities, cycle lanes as a means towards inclusive & safer mobility to vulnerable NMT users of Udaipur city



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12	IT connectivity	A Smart City has a robust internet network allowing high-speed connections to all offices and dwellings as desired. (Guideline 6.2)	City has no major plans to bring increased high speed internet connectivity to the public.	The city has made plans to provide high speed internet connectivity through the existing framework.	The city makes has high speed internet connectivity available in most parts of the city.	The city offers free wifi services to provide opportunity for all the citizens to connect with high speed internet across the city.	Scenario 2	Review of the current status e-Governance initiatives at the level of Udaipur Municipal Corporation and also for other key departments such as UIT, PHED and AVVNL	City aspire extensive use of IT by digital empowerment of citizens	Initiative is to provide digital infrastructure as a utility to every citizens as outlined in 'Digital India Programme'
13	ICT-enabled government services	A Smart City enables easy interaction (including through online and telephone services) with its citizens, eliminating delays and frustrations in interactions with government. (Guidelines 2.4.7 & 3.1.6 & 5.1.4 & 6.2)	Essential Government services are not linked with online platforms. Paper intensive interactions with the local Government continues. Recieving services and response to citizen complaints take a long time. There is limited availability of data to monitor service delivery.	Some of the public services are provided online and infrastructure for total digitalization is not in place. Service delays occur regularly in some sectors. Responses to citizen inquiries or complaints are often delayed. No integration between services and billing.	Most of the services are provided online and offline. Data transparency helps monitoring. Systema and processes to better coordinate between various Government agencies are being developed.	All major services are provided through online and offline platforms. Citizens and officials can access information on accounting and monitor status of projects and programs through data available on online system. Robust data infrasturcture system shares information and enhances internal governmental coordination.	Scenario 2	Review of the current status e-Governance initiatives at the level of Udaipur Municipal Corporation and also for other key departments such as UIT, PHED and AVVNL	In a medium time frame of 2-5 years, city aspires to move from scenario-2 to scenario-3. However in a long term, city aspires to provide all major services through online and offline platform so that not only Govt. Offices but also citizen can access all the city level information/data and provide their valuable feedback	Initiative is to upgrade, promote and make user friendly the currently available online platforms (like, official websites, ActionUdaipur, e-mitra, etc.) for e-governance, public grievance, dashboard, information dessimination and official coordination
14	Energy supply	A Smart City has reliable, 24/7 electricity supply with no delays in requested hookups. (Guideline 2.4)	There is only intermittent electricity supply with regular power shedding. Many residents have to plan their days around when power is available.	Electricity supply and loads are managed as per demand and priority for various functions with clear scheduling, with electricity being available in many areas for most hours of the day.	Electricity is available in most parts of the city for most hours of the day but some areas are not so well-served. Smart metering exists in some parts of the city but not all.	Electricity is available 24 x 7 in all parts of the city with smart metering linked to online platforms for monitoring and transparency.	Scenario 2	Source: AVVNL. Unscheduled outage in a month is less than 0.01 per cent. Scheduled outages are for 7-8 hours p.m. for system up-gradation or new line works for which prior information is published in all local newspapers.	The city aspires to provide most reliable power supply by elimination all technical issues like some areas of the walled city experience overloading due to lack of adequate electricity distribution infrastructure	Implementation of Smart Meters and Smart Grid with outages management system could be the single most important initiative to advance the city.
15	Energy source	A Smart City has at least 10% of its electricity generated by renewables. (Guideline 6.2)	The city does not have any renewable sources of energy and there is no commitment to promote this for the foreseeable future.	The city is preparing plans for ensuring that it gets more energy from renewable sources and is in the process of making commitments in this regard.	Some energy consumed is the city is produced through renewable sources. There are long term targets for higher renewable energy capacities and the city is making plans to achieve these.	At least 10% of the energy used in the city is generated through renewable sources. The city is undertaking long-term strategic projects to tap renewable sources of energy in its region/beyond to increase the percentage of renewable energy sources.	Scenario 2	Source: AVVNL. Entire city is covered with Grid based reliable power supply.	An initative to draw solar electricity for hotels, office buildings, Public buildings and upcoming green buildings has been proposed to make use of renewable energy. The State government namely Rajasthan Renewable Energy Corporation Limited (RRECL) has been established which would also help in harnessing rooftop solar energy in urban areas	Exploring Solar Power through installation of Solar Roof tops on Govt and private buildings, off-site Solar Production and encouraging commercial buildings to install Solar roof-tops
16	Water supply	A Smart City has a reliable, 24/7 supply of water that meets national and global health standards. (Guidelines 2.4 & 6.2)	The city has a poor water supply system with limited water availability. There are no clear targets to achieve higher quality and optimal quantity standards. Unaccounted water loss is above 40%	The city has intermittent water supply and availability. However it is setting targets and processes in place to try to improve its water supply. Unaccounted water loss is less than 30%.	The city has 24 x 7 water supply in most areas but the quality of water does not meet international health standards. Unaccounted water loss is less than 20%.	The city has 24 x 7 treated water supply which follows national and global standards and also available in sufficient quantity and affordable across all sections of the society. Unaccounted loss less than 15%.	Scenario 1	The NRW is estimated to be 42% . The water supply presently is 115 lpcd (source: SLIP Report of AMRUTI)	1. Supply of treated wated 24x7 in walled city along with installation of AMR meters for improved water supply and increased revenue realisation. . 2. Gradually reduce NRW and increase duration of water supply to ultimately reach 24X7 to 20%	Replacing city's old network would bring down the risk of water contamination and also help in reducing non-revenue water. The installation of bulk meter at main line and smart meters at end-user would help in identifying the water leakages and increase in revenue as people undoubtedly pay for water bills
17	Water management	A Smart City has advanced water management programs, including smart meters, rain water harvesting, and green infrastructure to manage stormwater runoff. (Guideline 6.2)	The city does not measure all its supply. It does not recycle waste water to meet its requirements and rain water harvesting is not prevalent. Flooding often occurs due to storm water run-off.	The city has meters for all its water supply but lacks mechanisms to monitor. Water wastage is very high. Some, but not much, rainwater harvesting exists.	The has meters for all its water supply with some smart mechanisms to monitor. Rainwater harvesting systems are installed and storm water is collected and stored in water bodies. However, recycling of waste water and reusage of storm water is limited.	The city has meters for all its water supply. It includes smart mechanisms to monitor remotely. Rainwater harvesting systems are installed and utilised through the city and storm water is collected and stored in water bodies and treated for usage. Recycled waste water is supplied for secondary uses.	Scenario 2	The city is 100% metered for water supply and the meters are mechanical and most of them are not working. (source: PHED, Udaipur)	1. The waaspire to gradually improve the quality of lake by resorting to continuous water quality monitoring techniques and taking suitable precautions.. 2. In new development areas every possible engineering solution be applied for reduce runoffs & increase ground water recharge.	Installation of aerators, floating wetlands etc and solar power boats in place of diesel powered boats will help in improving the quality of water in lakes. Replacement of old pipe lines will reduce the contamination of treated water

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18	Waste water management	A Smart City treats all of its sewage to prevent the polluting of water bodies and aquifers. (Guideline 2.4)	The city is unable to treat all its sewage. Many local sewer lines open on to water bodies and open ground and pollute the environment.	Most waste water is collected and treated before before disposal. However the treated water does not meet standards and is not recycled for secondary uses.	All the waste water is collected and treated before before disposal. It is also treated to a high standard and some is recycled.	Public open spaces are well dispersed throughout the city. Every residential area and work space has access to open space within 10 minutes walking distance. Open spaces are of various types - natural, green, plazas, parks, or recreation areas - which ser	Scenario 1	The STP is of 20 MLD capacity and the quantity of waste water generation is approximately 60 MLD (source: SLIP report, AMRUT)	City aspires to revitalize lakes and maintain the highest quality of water standards by making scientific corrective measures for improving water quality and establishing decision support system through Real-time monitoring	The waste water generated from the sewerage system is proposed to be treated in the STP as per the applicable standards
19	Air quality	A Smart City has air quality that always meets international safety standards. (Guideline 2.4.8)	City does not have plans, policies or programs to improve the air quality. Systems to monitor air quality are absent.	City has programs and projects to monitor air quality and spatialising the data to ascertain reasons for degrees of pollution in the air. A few strategies to decrease air pollution have been implemented.	City has programs and projects to monitor air quality and spatialising the data to ascertain reasons for degrees of pollution in the air. Pollution levels are acceptable.	The city has clean air by international standards. Live Air quality monitoring cover the entire city and data of air quality are mapped.	Scenario 2	Particulate matter concentration at Ambamata and Town Hall is lower than that at MIA area, it sometimes it crosses 400 µg/m3. The Respirable suspended particulate matter (RSPM) values are also higher than 100 µg/m3. Source: CDP	To develop real-time air quality monitoring & maintain high air quality standards (pollution level below the State prescribed permissible limits)	Installation of display boards indicadting air quality at important locations of Udaipur. Monitoring of these parameters regularly by Nagar Nigam by taking suitable preventing measures
20	Energy efficiency	A Smart City government uses state-of-the-art energy efficiency practices in buildings, street lights, and transit systems. (Guideline 6.2)	City has no programs or controls or incentive mechanisms to promote or support energy efficiency in buildings	The city promotes energy efficiency and some new buildings install energy efficiency systems that track and monitor energy use and savings.	Most new public buildings install energy efficiency systems and some older buildings are also retrofitted to be more energy efficient. Local government conducts counselling and outreach with developer, businesses and residents to adopt energy efficiency strategies	All the existing old and new public buildings employ energy efficiency principles in development and operation and apply for energy rating by national and international forums. Many non-public buildings are also energy efficient because the government promotes energy efficiency through incentives and regulations.	Scenario 1	Assessment is done based on discussions with the Municipal officials, AVVNL (discom) and based on review of reports such as CDP, CSP and City Master plan	In order to achieve energy efficiency the aspiration is to have new upcoming buildings to follow principles of "Green Buildings" which is also outlined in master plan. A part of new initiative taken by Udaipur Municipal Corporation & UIT the new built roads are installed with LED street lights and also the old street light infrastructure in different stretches of city are being replaced by LED lights	Municipal Building Byelaws to incorporate promotion Green Building concepts
21	Underground electric wiring	A Smart City has an underground electric wiring system to reduce blackouts due to storms and eliminate unsightliness. (Guideline 6.2)	City does not have plans for underground electric wiring system.	More than 40% of the city has underground electric wiring system.	More than 75% of the city has underground electric wiring system.	More than 90% of the city has underground electric wiring system.	Scenario 1	The present electric distribution system is overhead only except at some road junctions, where it is underground for the purpose of road crossing (source:AVVNL, Udaipur)	City have plan and aspires to for a safe, planned and efficient underground electric wiring	Biggest initiative is to start with the congested area of the city which would benefit in reducing the accidents caused through live conductors, reclaiming road space by removing clutter and upgrading the system
22	Sanitation	A Smart City has no open defecation, and a full supply of toilets based on the population. (Guidelines 2.4.3 & 6.2)	Many parts of the city do not have access to sanitation infrastructure and facilities.	Sanitation facilities are available to 70% of the city's population.	Sanitation facilities are available to 90% of the city's population.	Sanitation facilities are available to 100% of the city's population.	Scenario 2	Survey done under Swachh Bharat Mission (SBM) only 950 families were found without toilet facilities, which is less than 1% of total families	City aspires to have clean and accessible sanitation facilities for all. It will include household facility, public toilets at the tourist destination and in general with 100% coverage area	Open defecation to be eliminated by constructing both individual and community toilets
23	Waste management	A Smart City has a waste management system that removes household and commercial garbage, and disposes of it in an environmentally and economically sound manner. (Guidelines 2.4.3 & 6.2)	Waste collection systems do not pick up waste on a frequent basis and waste often enters into water bodies.	Waste generated is usually collected but not segregated. Recycling is attempted by difficult to implement.	Waste is segretated, collected, recycled and disposed in an environmentally sound manner.	The city reduces land fill caused by waste so that it is minimal. All the solid waste generated is segregated at source and sent for recycling. Organic waste is sent for composting to be used for gardening in the city. Energy creation through waste is considered.	Scenario 2	Source: CDP and discussion with the Udaipur Municipal Corporation officials. UMC has established a Control Centre for real time monitoring of waste collection trucks using GPS. UMC is engaging an operator for waste processing (RDF and Compost) on PPP basis. 100 per cent door-step waste collection is under tendering. UMC is also carrying out night-sweeping at the tourist spots.	Udaipur aspires to have a scientific & safe method of waste management & disposal system with 100% coverage	Single biggest initiative is waste segregation at source and application of use of technology in treatment to reduce the landfill requirement

A	B	C	D	E	F	G	H	I	J	K
	Feature	Definition	Scenario 1 (BASE)	Scenario 2	Scenario 3	Scenario 4 (ADVANCED)	Self-assessment for the full city with regard to each feature	Basis for assessment and/or quantitative indicator (Optional only if data exists)	Projection of 'where the city wants to be' with regard to the feature/indicator based on the city vision and strategic blueprint	Input/Initiative that would move the city from its current status to Advanced status (Scenario 4: Column G)
24	Safety and security	A Smart City has high levels of public safety, especially focused on women, children and the elderly; men and women of all ages feel safe on the streets at all hours. (Guideline 6.2)	The city has low levels of public safety - most groups of residents feel insecure during most parts of the day in many parts of the city.	The city has medium levels of public safety - some more vulnerable groups feel insecure during some points of the day and in some parts of the city	The city has high levels of public safety - all citizens including women, children and the elderly feel secure in most parts of the city during most time in the day.	The city has very high levels of public safety - all residents feel safe in all parts of the city during all hours of the day.	Scenario 2	The City Police has installed surveillance cameras at main Junctions of the city (Udayapol, Delhi Gate, Chetak Circle, Fatehpura Choraha and Jagdish Chowk) with the help of local body. This has reduced crime related to chain snatching significantly and the public safety has improved.	City aspires to improve its infrastructure for road safety and security at tourist sites and public places	Technological based interventions at all the public spaces and in vulnerable areas along with the upgradation of road infrastructure to ensure safety of all the users

# UDAIPUR



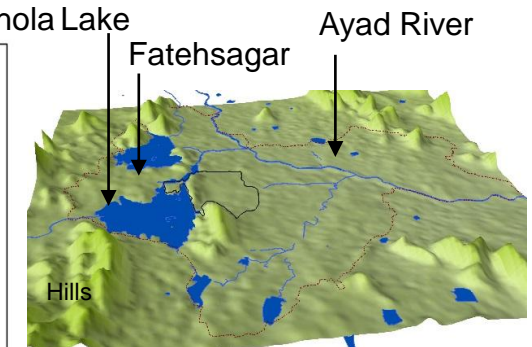
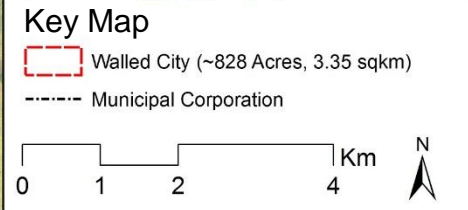
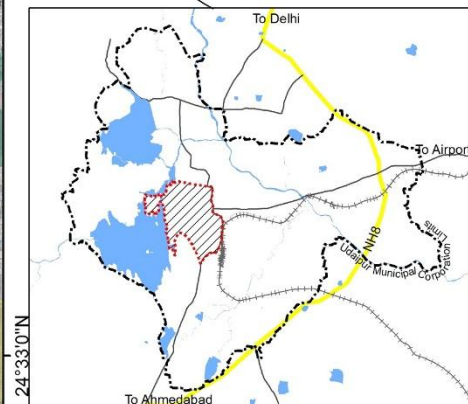
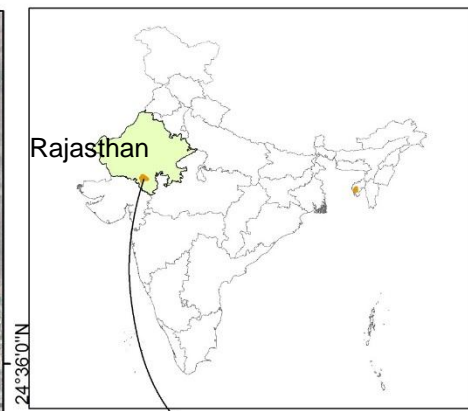
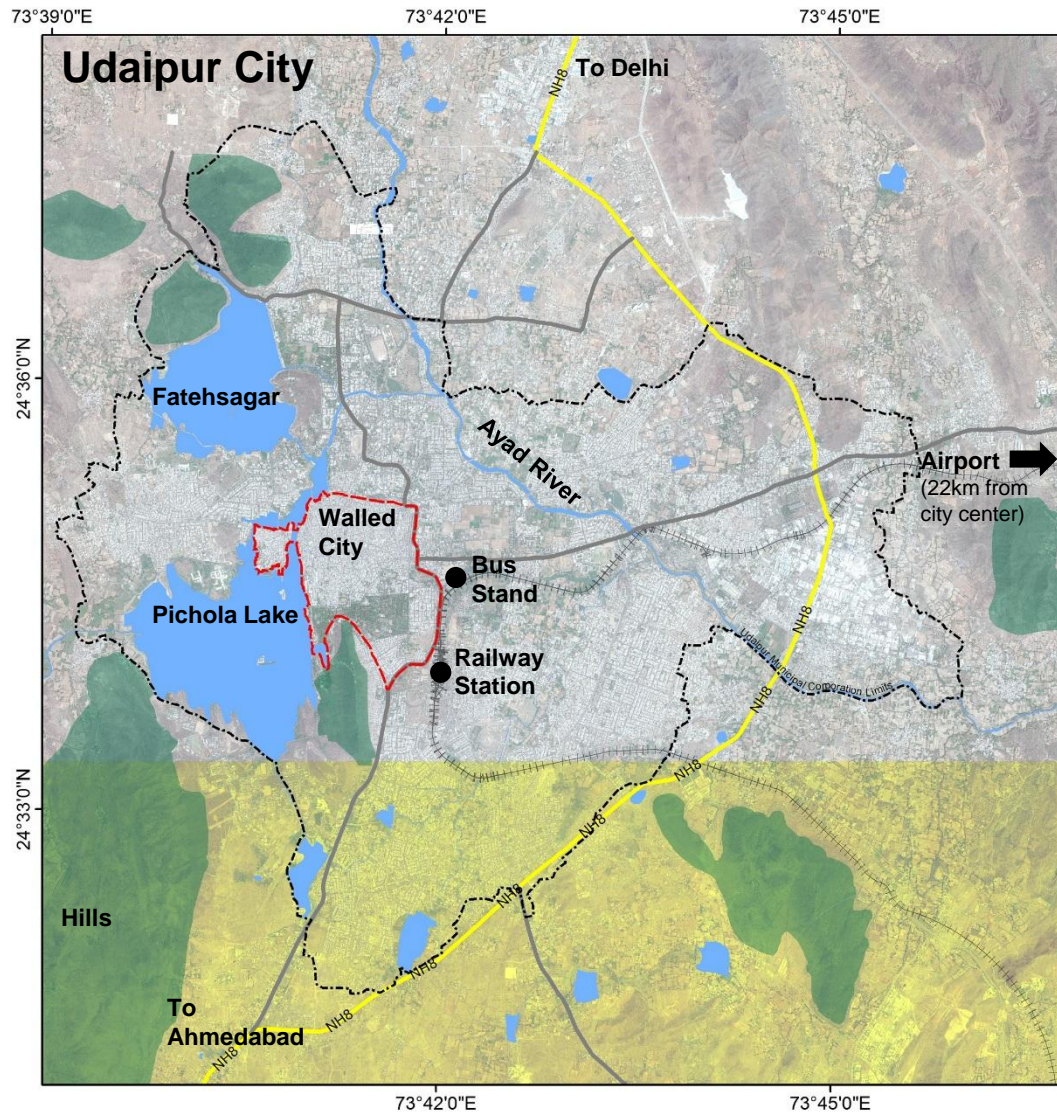
Smart City  
MISSION TRANSFORM-NATION



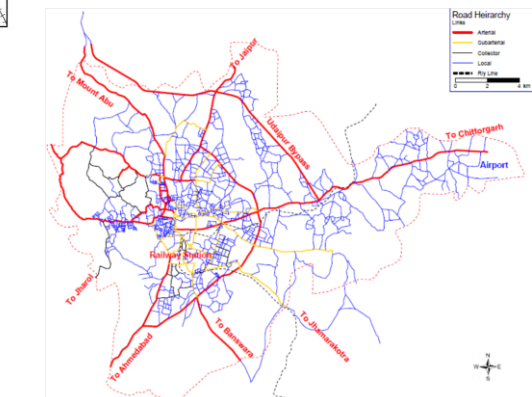
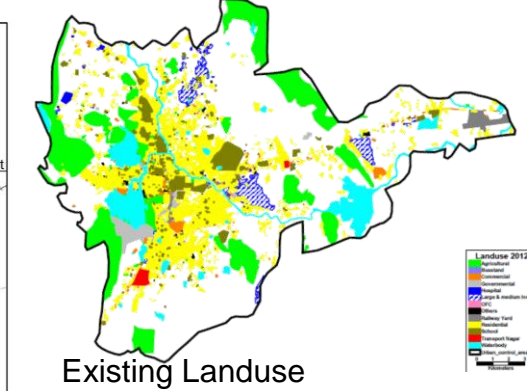
## Smart City Proposal Annexure - 3 Udaipur Nagar Nigam



# 1. City Profile



The topography of the city hilly and the lakes are connected through River & Streams



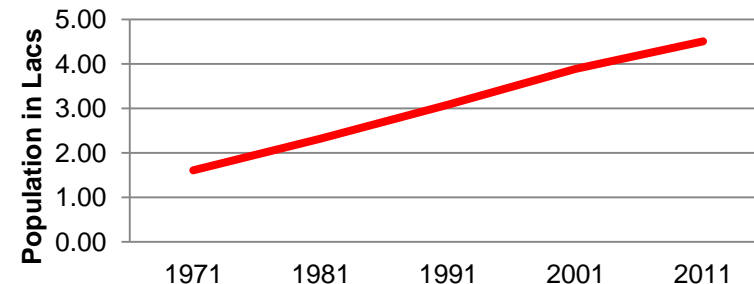
Surrounded by Aravallis and nestled between two historic lakes, Udaipur is known as the **'Venice of the East'**  
 Municipal Corporation is ~64 sq km comprising 55 Wards

## 2. City Profile

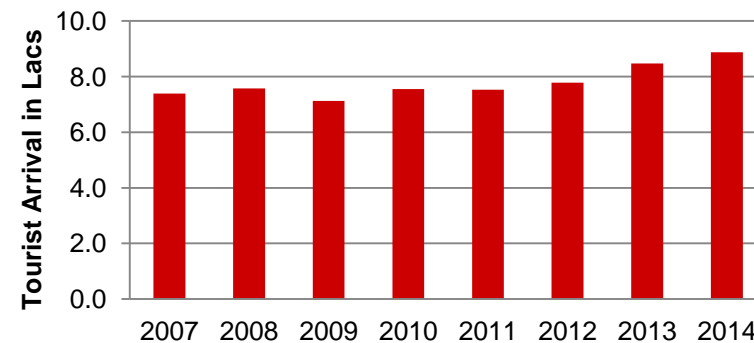
Udaipur is a historic city founded by Maharana Uday Singh II of the Mewar dynasty in 1559. Its built environment, culture, festivals and traditions are unique and continue to the present day, making the city eternal

It is an important administrative, commercial, and educational centre in the state. The population of the city is 5 Lacs while it attracts 9 Lacs tourists annually

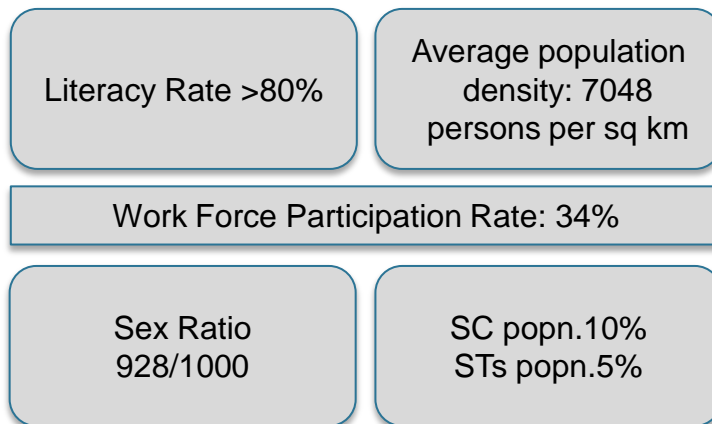
### City Population: Grown @15% between 2001-2011



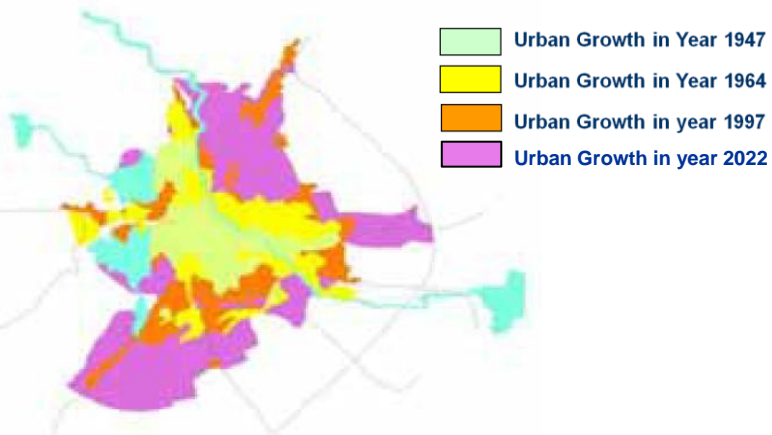
### Tourist Arrivals



### Key Demographics

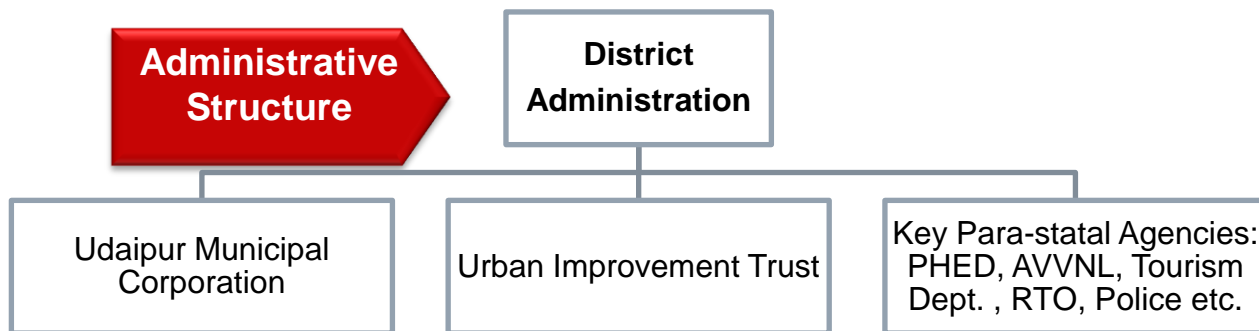


### Udaipur: Spatial Growth



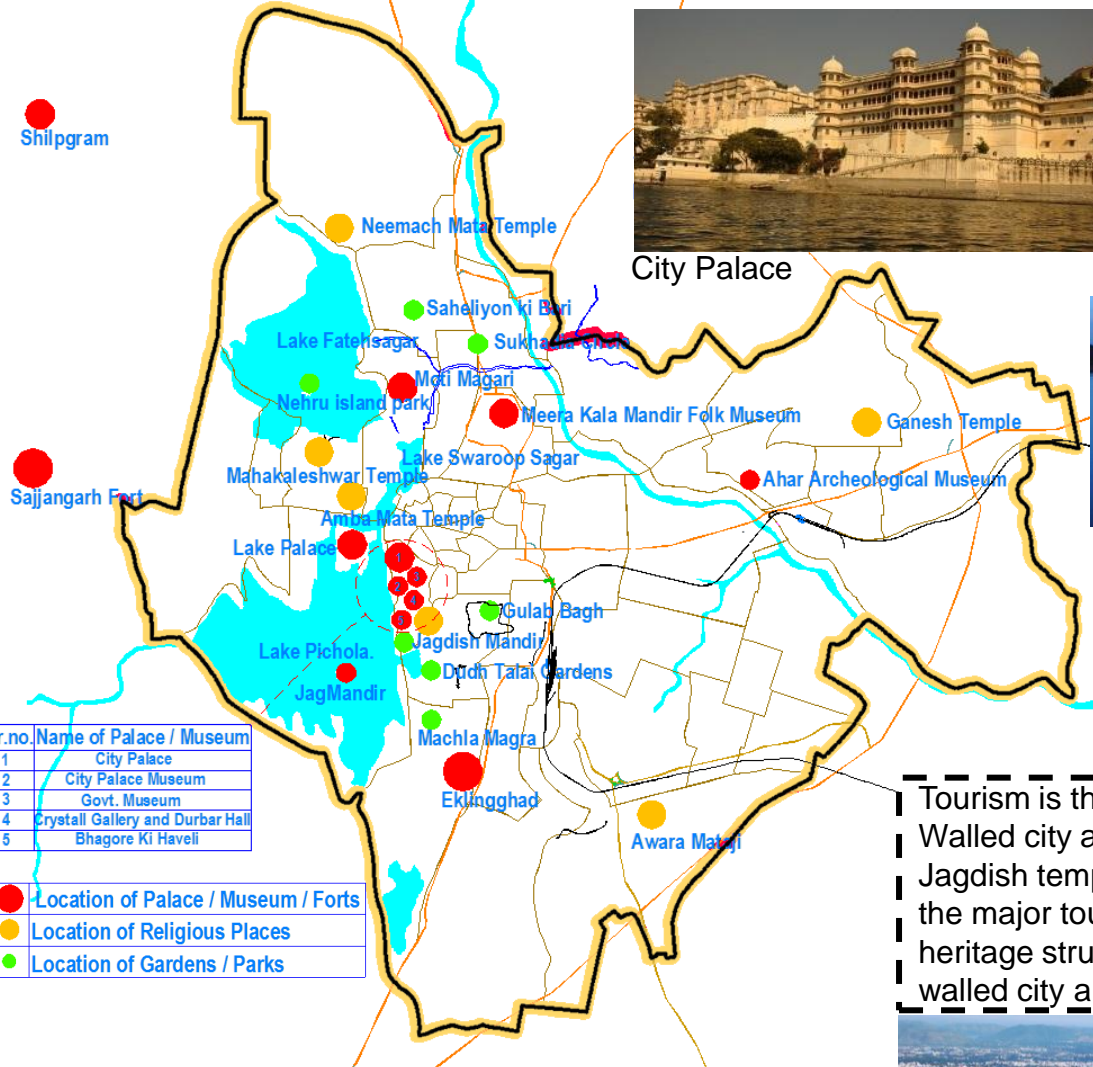
Urban Sprawl 2022

### Administrative Structure





### 3. Tourism



City Palace



Fateh Saagar Lake

**Component of Tourism development (Sports, Eco, Biodiversity, Medical)**

Tourism is the major activity in the City. Walled city area, Pichola lake, Fateh Sagar, Jagdish temple, Saheliyon ki Badi are some of the major tourist locations. More than 400 heritage structures are identified under the walled city area.



Walled city and Pichola Lake



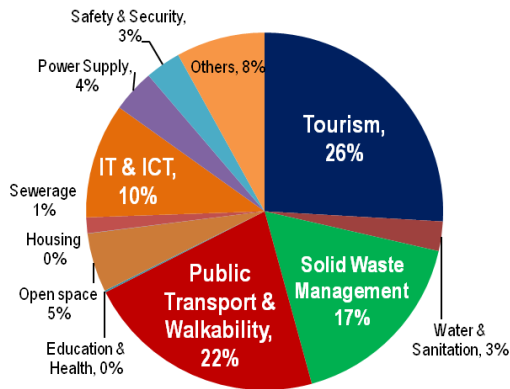
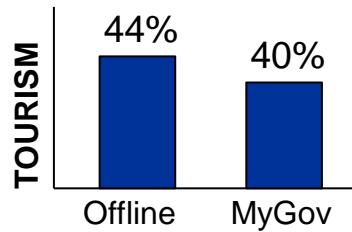
Aerial View of the city

- Wall City area Development
- Hills & Lakes Development
- Walkability and Clean Mobility
- Traffic and Transportation
- Safety & Security
- Public Convenience
- Professional Training, Education & Health
- SWM
- Street Vendors (vending and no-vending zone)
- Water Supply & Sewerage

# 4. Stakeholder Consultation

## Round-1 Vision (Tourism)

Citizens were requested to priorities sectors out of 12 different sectors and give there suggestions for smart city.



MyGov Suggestions

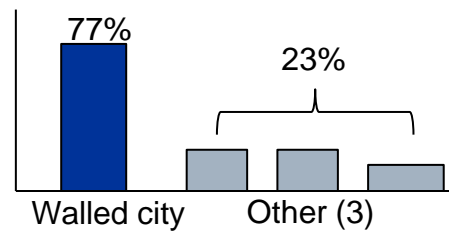
[www.udaipursmartcity.in](http://www.udaipursmartcity.in)



## Round-2 Area Finalization

Tourism is identified as the area-based proposal. Citizens were requested to poll for the area to be selected.

### Area-Based: Walled City



For PAN city, citizens were given five different options. Suggestions on both Mygov and printed forms were taken.

- PAN City:**
1. Intelligent Traffic Management System (ITMS)
  2. Smart Utilities



2000+ entries



## Round-3 Project Finalization

Draft Smart City Proposal is discussed extensively.



### Draft Smart City Proposal

- Discussion on MyGov (5400+ suggestions)
- Discussion with City administration & councilors
- Ward Level meetings
- Meetings with different associations
- Publication in the print media



Population 25%  
Families 80%



Focus Group  
Discussion - 300+



64,000+ forms  
suggestions



68,000+  
response

25 activities on MyGov



4,700+  
likes



2,50,000+



Essay



Drawing



Camp



Review



Draft SCP



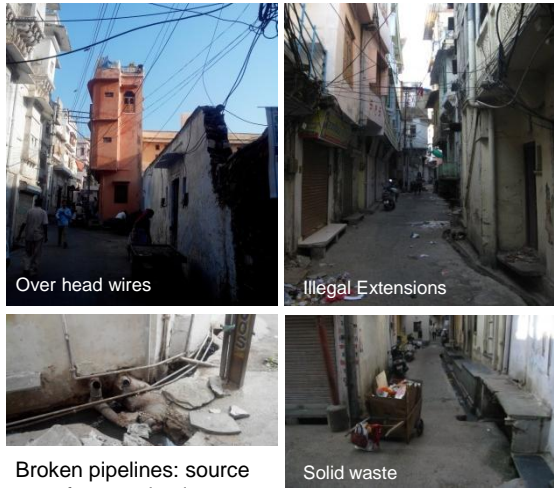
Workshop-FICCI





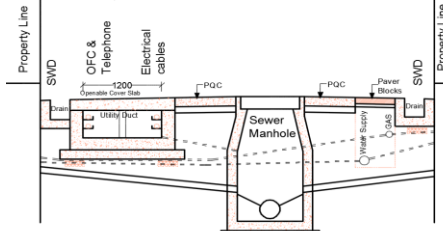
Illustration for a typical Udaipur street

Issues to be addressed



- 828 acres (3.4sq.km.)
- 18 out of 55 wards
- 5 % of Municipal area
- 20% Population
- 85 km of road length

Proposed Road cross-section to integrate all utility services

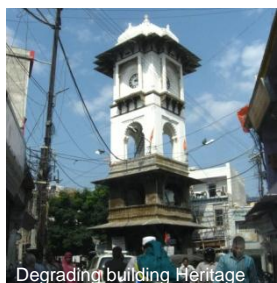
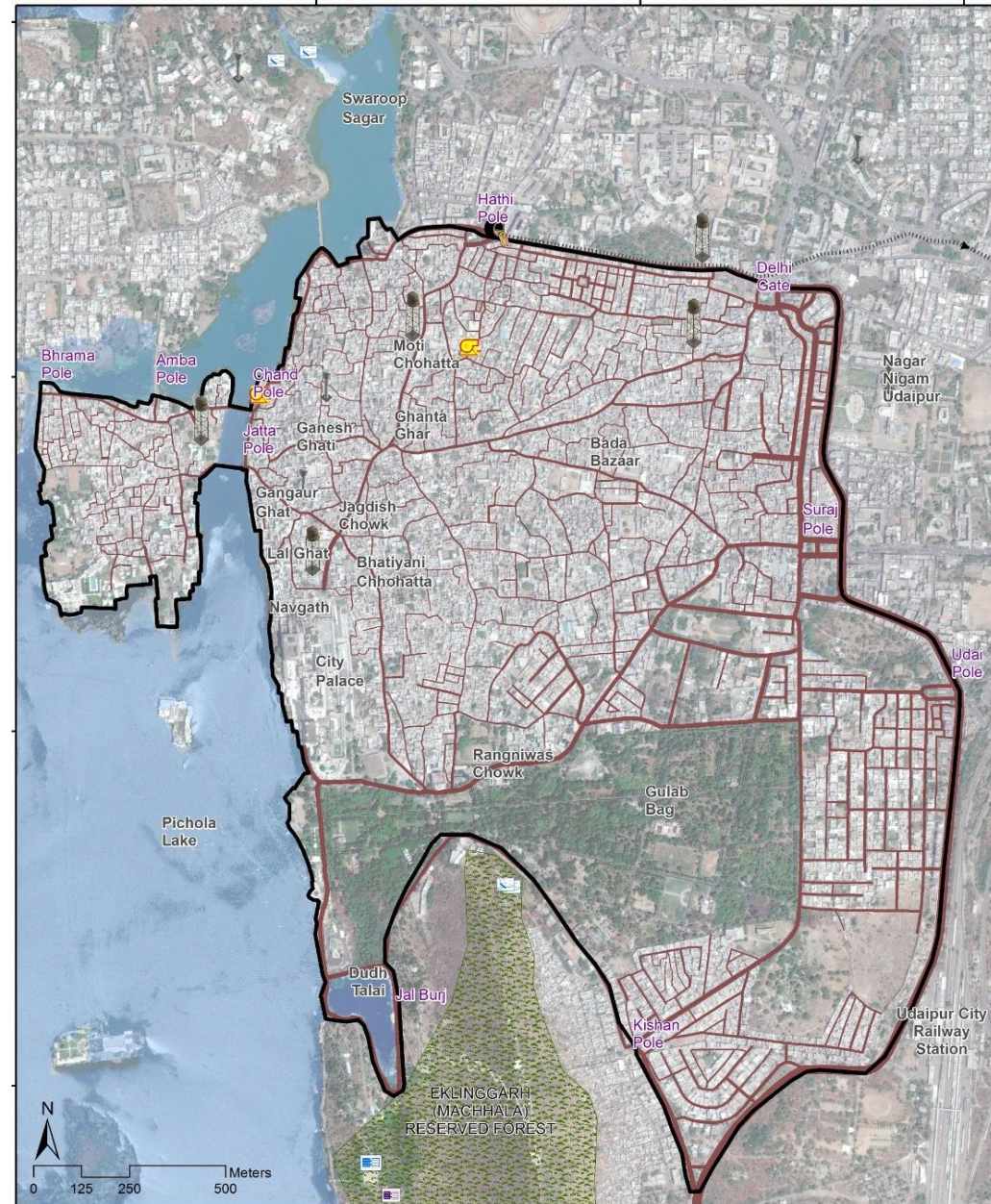


Typical Cross Section

All Infrastructure Utility services would run below CC Road.

Power / Telecom services would run in the utility duct.

- Existing OHSR
- Existing CWR
- Existing WTP
- Proposed Augmentation of WTP
- Proposed OHSR & CWR
- Existing Sewer Trunk Line
- Location for Sewerage connection to Trunk Line
- Proposed Sewerage Pumping Station
- Walled City ~ 828 Acres
- Hill (Reserve Forest)
- Infrastructure Upgradation - Water Supply, Sewerage, Storm Water Drainage & Electrical



Degrading building Heritage



# 6. Area Based Proposal – Heritage and Transportation

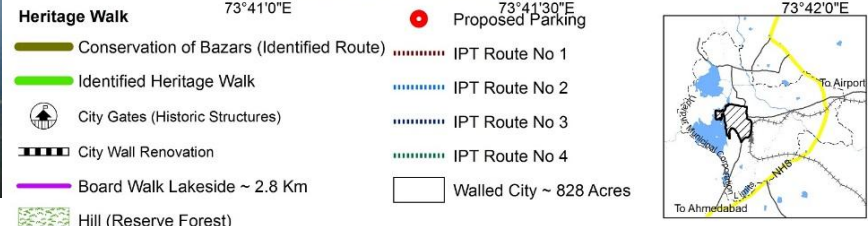
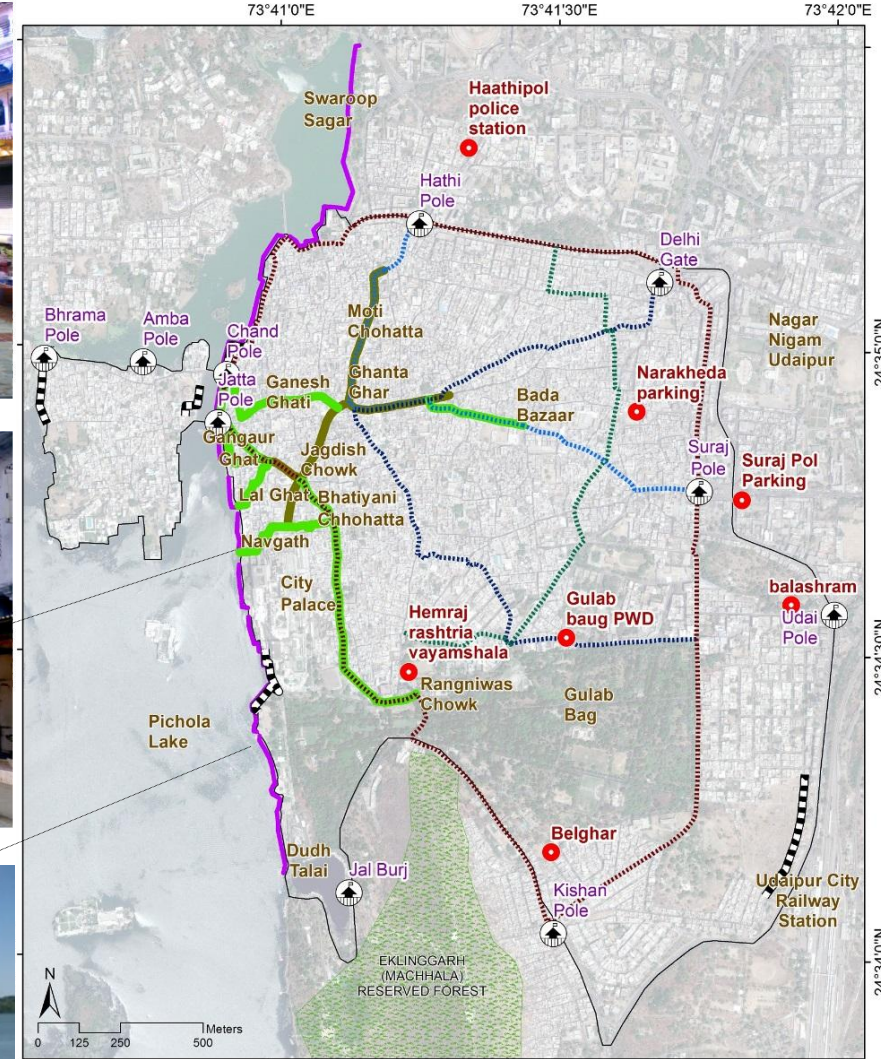


Dhan Mandi



Bada Bazar Street

## Proposed Water Front Development





## 7. Area Based Proposal

- 24x7 water supply with steep NRW reduction
- Waste water recycling and reuse by industry on PPP
- Rainwater harvesting to recharge 10 Baoris
- Underground ducts for power and telecom cabling
- 15% solar generation through individual rooftops and offsite on PPP
- Conservation of Buildings and Cobbled Stone Heritage Walks
- Placemaking; Rejuvenation of public spaces (Pols, refer fig.1, Ghats & Waterfront including Board-Walk, refer fig.2)
- Comfortable non-polluting internal transport solutions through GPS enabled CNG/ battery based IPT
- Public wifi hotspots to universalize internet access
- Door-step segregated waste collection
- City Gas distribution (PNG/CNG)
- Public conveniences
- SCADA and Smart metering for Water and Power
- Natural purification (Floating Wetlands) and real time monitoring (with Probes & Aerators) of lake water quality
- Smart bins with sensors, IT based MIS dashboards
- Universal access provisions for the comfort of differently abled, children & elderly
- Decongestion through Pedestrianisation and shared cycling
- Smart parking
- Improved service delivery of Health, Education & Livelihood through CRPs & volunteers (Smart Classrooms, Skill Exchange of Tourists modelled on Teach For India & Doctors Without Borders, Hole in the Wall)
- Interactive map based, mobile App on tourist facilities
- Smart Incident Management System



Fig.1: Illustration of conservation of Gates to walled city



Fig. 2: Illustration of Board walk along the Pichola Lake

# 8. Inclusiveness

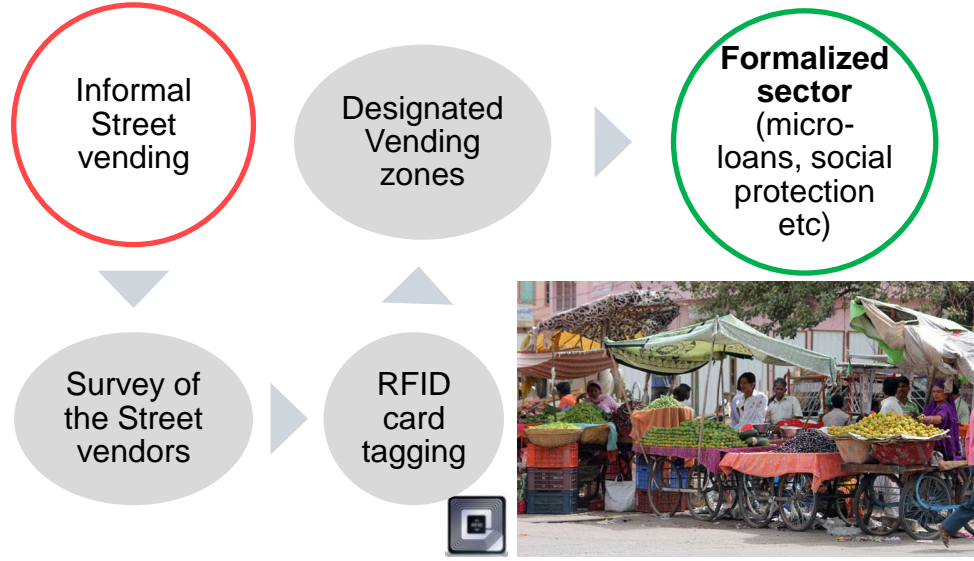
## Night shelter

Three night shelters are available in the city and three more are under construction (NULM).

Variable Message Board (VMS) can be used for increasing the outreach.



## Street Vendors



## Health and Water ATMs



Health ATM

Installation of Health ATMs and Water ATMs to ensure 24x7 access. Generic medicines can be taken from paramedic staff during off-OPD hours



Water ATM

Installation of Health ATMs and Water ATMs to ensure 24x7 access. health ATMs with the help of paramedic staff during off-OPD hours

## Universal access

Information regarding differently-abled friendly estb., availability of wheelchair, audio guide, etc. will be available on the mobile app.



children, young & old



differently abled



Ramps along pedestrian walkways for smooth wheel chair access



Option for battery operated wheel chairs, as the terrain is sloping

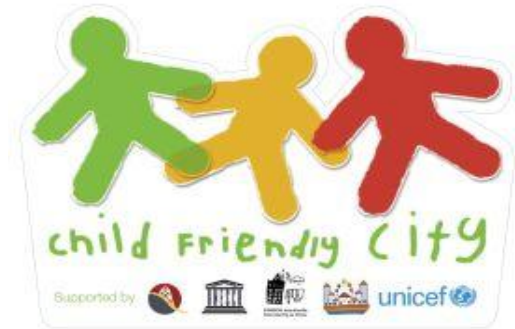


Audible signals for deaf and blind



## 9. Community Participation

1. Strengthen citizen engagement achieved during the smart city planning and preparation of proposals. Encourage citizen voices, participation and satisfaction levels utilizing various means of communications (both face to face and online surveys) for getting feedback
2. Empower citizen's especially with focus on Children, Women, Youth, Elderly and Communities in the areas of education, gender, health and livelihood. It must ensure all programs effective convergence for better quality of services to all.
3. Establish institutional and community partnership for improving citizen's quality of life by encouraging bottom-up process through training and development of community resources persons volunteers and self-help groups linked to service providers
4. To strengthen community partnership in all projects and activities for enhancing smart city development outcomes by establishing a **Challenge Fund for Innovation**, experimentation or demonstration contributing to smart solution for better quality of life.
5. Mobilize support for new ideas and local initiatives to setup special programs and projects in health, education, skilling and livelihood through national and International agencies, NGO's and or corporate.
6. Pool the resources and energy of international, national, State, Municipal community actors in support of efforts to ensure that marginalized and improvised are included.
7. The local administration and technical management for smart city development must become more citizens responsive and professional to improve service delivery and local governance. Capacity building must be catalyzed all ongoing process for improvement by creating centers of excellence as well as interactive forums for exchange of experience and sharing of best practices.
8. Build upon and strengthen newly created inter-institutional and sectoral coordination and community engagement during smart city planning into the phases of implementation, monitoring and evaluation of results.



## 10. Safety and Security

### Disaster Management

- Udaipur city has planned a system which would quickly respond to emergencies. Quick response may not be effective in absence of technology. A high intervention of technology would also help in preventing any disaster. City administration has conceptualised Disaster Management Plan.

- #### Emergency response

The Emergency response would determine the preparedness and optimal resource deployment to react the situation. The alertness would help the city administration to fight the situation.

- #### Two-wheeler fire tenders

Walled city area of Udaipur has very narrow lanes and in case of fire breakout it would be difficult to manoeuvre fire tenders to the disaster location. Reaching fire tenders at disaster location would be a challenge. The city has planned portable fire tender mechanism which would move quickly on two wheelers and respond the situation arresting fire.

- #### Fire hydrants

The water supply infrastructure is being planned for 24X7 in Walled city. Pressurised fire hydrants would help in quick response to fire situation.

- #### Surveillances

City has envisaged to eradicate crime and provide a very safe destination for citizens & tourist. Night safety is considered at highest priority. City has a clear vision to provide safety throughout city and also optimize the resources. Surveillance cameras will play a very important role in monitoring city's safety. It is proposed to make use of technology to bring change in existing system.

- #### Emergency App and Safe Havens

City to introduce Emergency App to trigger alerts for quick response and also indicate identified 'safe havens' in the close proximity



Two-wheeler fire tender



Emergency Response System

# 11. PAN city Proposal

## 1. Intelligent Transport Management System

- **Public Transport**
  - Onboard ITS enabled City Bus Service and GPS enablement of IPTs
  - Smart Bus Shelters with LED passenger info system, Electronic Tktg Machines (ETM) & Smart Card readers
- **Dynamic Parking Info System, Sensor enabled parking**
  - To de-clutter and distribute traffic across locations
- **Surveillance System**
  - Smart Cameras at junctions with ANPR
  - Signal integration through ATS
- **Public Bicycle Sharing Scheme**
- **Multi functional App: Trip Planner and Info for Tourists**

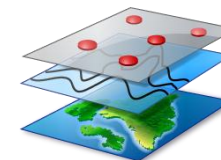


## 2. Smart Utilities

- **Water Supply and Sewerage**
  - SCADA enabled Water & Sewerage network
  - Automatic Meters Readers (AMR)
  - Leakage detection through smart sensors
- **Power**
  - Smart Grid and Smart Metering
  - Outage Mgmt System and Automatic demand response system
- **City Command and Control Centre**
  - GIS Mapping of utilities network and installations
  - Central Command & Control centre, with sub centres
  - OFC network and Wifi data access points

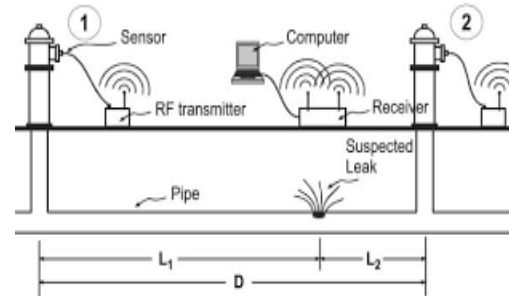
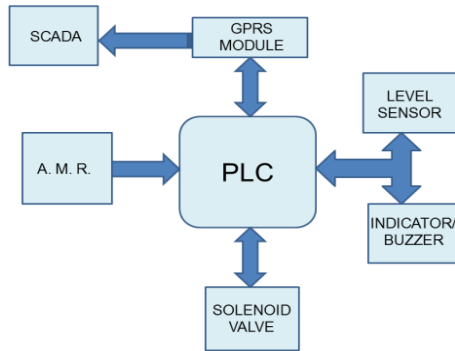


LEAK DETECTION





# 12. Smart Interventions

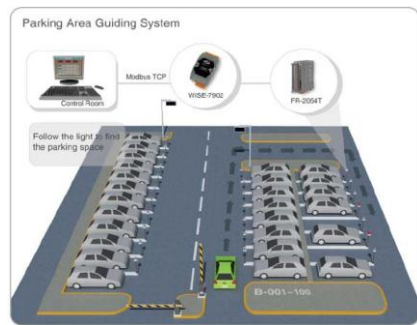
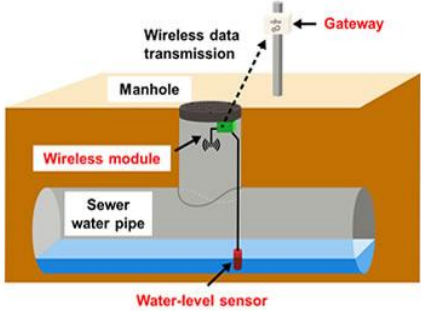


**SCADA System for WS**  
Udaipur functioning with traditional water supply without any automation. To improve the efficiency of the system, SCADA is proposed for 10 WTPs and CWRs. OHTs and GLSRs will also be connected to SCADA

**AMR Water Meters**  
Presently, 100% connections are metered. But due to non functional meters, the cost recovery is 18% only. To improve billing efficiency and to reduce losses at individual house level, all connections, i.e., 105000 shall be connected with AMR meters

**Leakage Detection in WS**  
The NRW in Udaipur is 42% and is to be reduced to 20%. It is proposed to install 16 systems each with 20 loggers covering entire distribution system to identify leaks in water supply system

**Smart Energy Meters**  
Present meters don't offer two way communication. The existing meters (1,25,000) are to be replaced with Smart Meters and connected to SCADA which will enable two way communication between Control Centre and consumers



**Manhole monitoring System**  
One-third of manholes in walled city area are to be connected with sensors which will alert authorities in case of overflow

**Smart Parking Solutions**  
On account of limited parking available in congested areas, it is proposed to develop new parking lots with smart sensors with 27,656 sensors which will indicate availability of parking

**Cameras**  
200 Cameras are proposed to be installed at important places which will help improve safety and security

**Wi-Fi Hot Spots**  
These are proposed 500 locations which will help tourists and residents to access internet

**Central Information & Control Center**  
To facilitate information collection and analysis of data, Central Information and Command Centre is proposed



## 13. Resources Management

Udaipur will reduce its dependence on Grid based Power by using following measures:

- Promotion of solar energy through following initiatives
  - Roof top
  - Solar park
  - Solar boats
  - Solar IPT
  - Solar bubbler
- Ranking for the residential, commercial, and institutional properties on the basis of their energy consumption and production of solar energy
- Bicycle sharing
- Promotion of walkability and pedestrianization
- Promotion of mixed use development (reduction in the trip length)
- Battery operated IPT services
- Use of biogas from STPs for plants captive power requirements
- Using energy efficient pumps (hybrid with Solar) for water supply and sewage pumping



Replacing diesel boats with Solar powered Boats



Public Bicycle sharing



Solar powered IPT



Heritage Walk In Old City

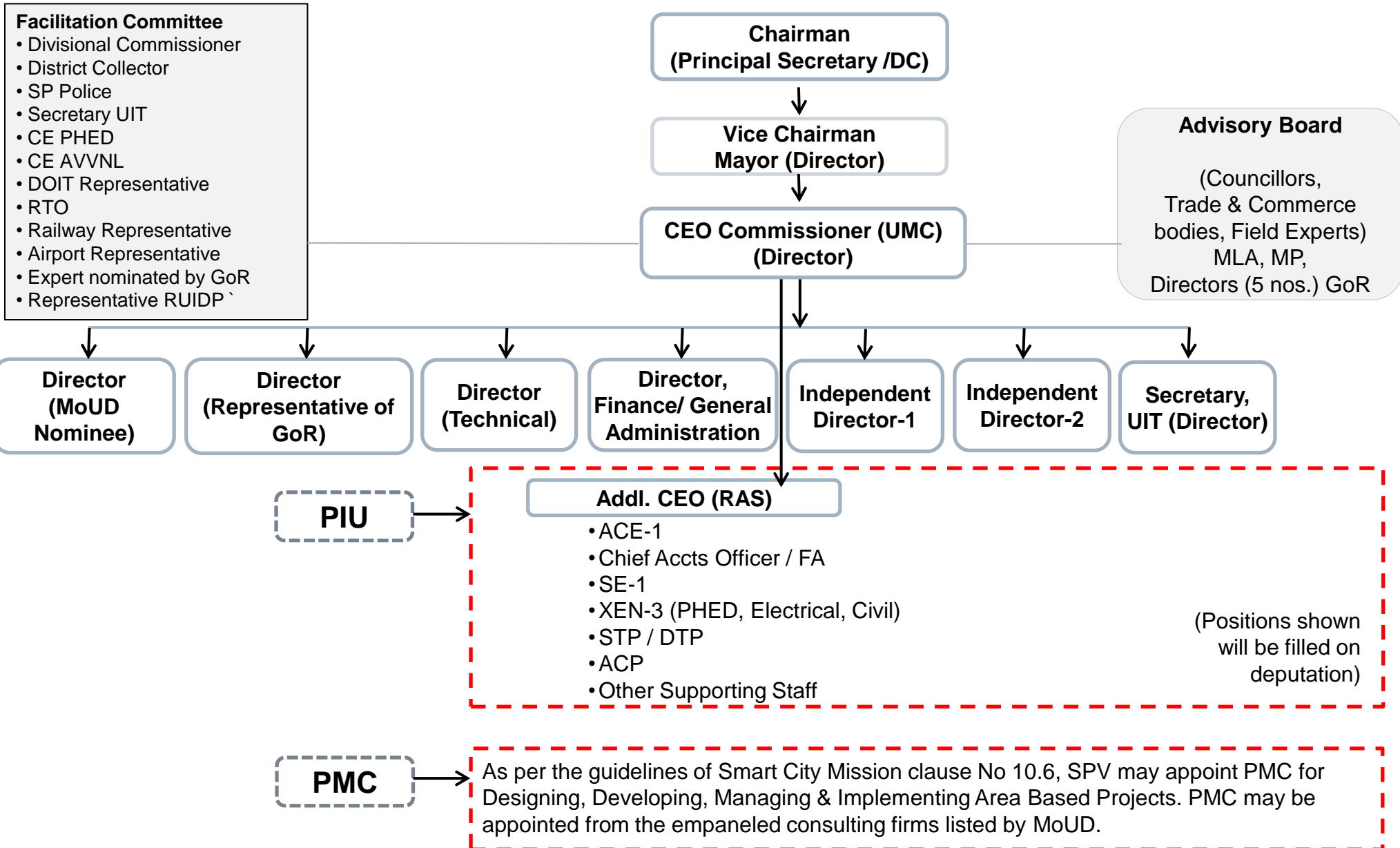


Floating Wetlands



Real-time water quality monitoring Probes

# 14. SPV Structure



- Facilitation Committee**
- Divisional Commissioner
  - District Collector
  - SP Police
  - Secretary UIT
  - CE PHED
  - CE AVVNL
  - DOIT Representative
  - RTO
  - Railway Representative
  - Airport Representative
  - Expert nominated by GoR
  - Representative RUIDP

- Advisory Board**
- (Councillors,  
Trade & Commerce  
bodies, Field Experts)  
MLA, MP,  
Directors (5 nos.) GoR

- Addl. CEO (RAS)**
- ACE-1
  - Chief Accts Officer / FA
  - SE-1
  - XEN-3 (PHED, Electrical, Civil)
  - STP / DTP
  - ACP
  - Other Supporting Staff
- (Positions shown will be filled on deputation)

**PMC** → As per the guidelines of Smart City Mission clause No 10.6, SPV may appoint PMC for Designing, Developing, Managing & Implementing Area Based Projects. PMC may be appointed from the empaneled consulting firms listed by MoUD.

# 15. Stakeholders



- Line Department inputs**
- PHED
  - AVVNL
  - UMC
  - UIT
  - Tourism
  - Sr. Town Planner
  - City Police
  - RTO
  - Housing Board
  - Education
  - Health
  - Renewable Energy
  - NIC

- Elected Representatives**
- Hon'ble Home Minister (City MLA)
  - Hon'ble Mayor
  - City Councilors
  - Guidance, Citizens mobilization and feedback

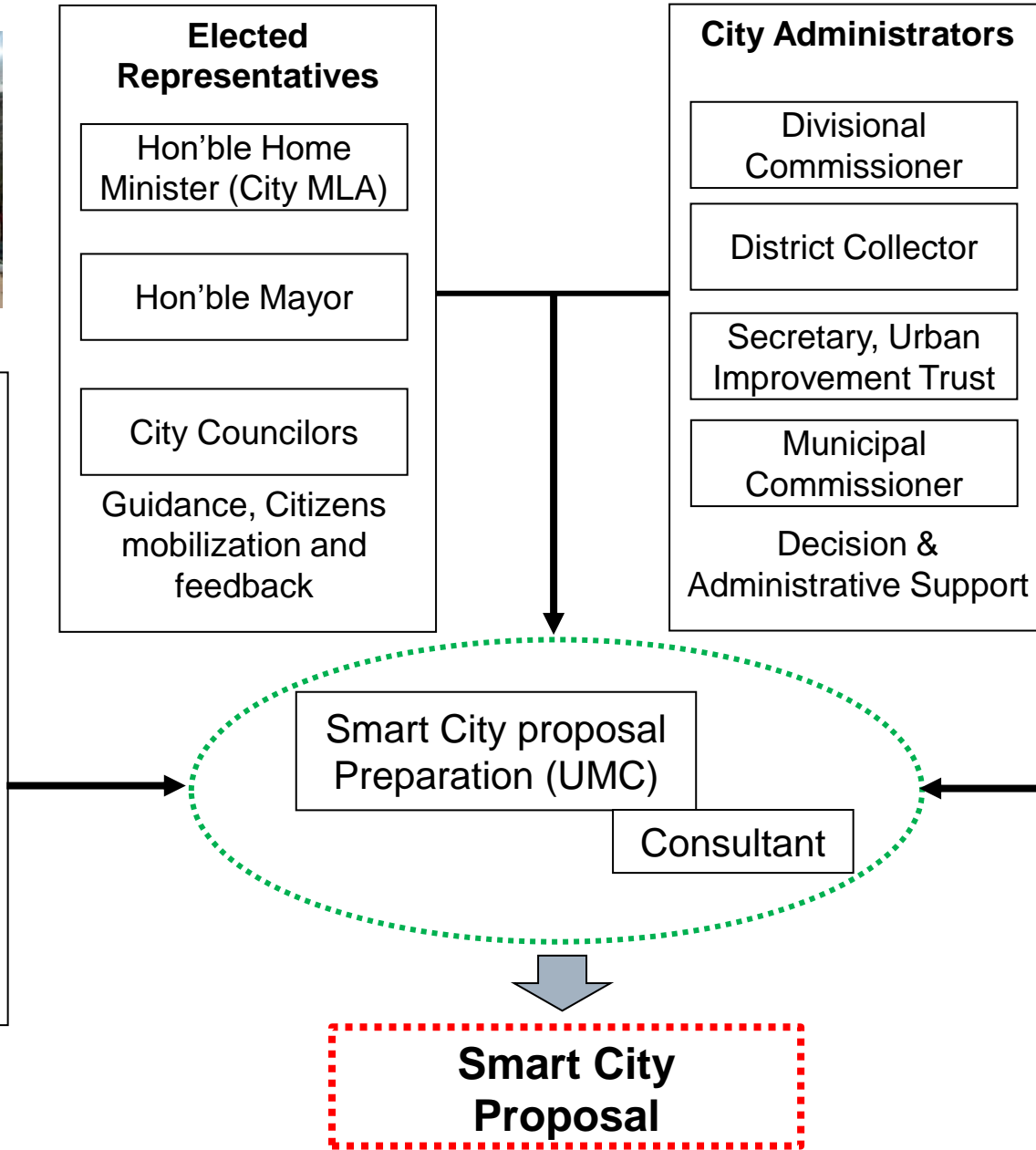
- City Administrators**
- Divisional Commissioner
  - District Collector
  - Secretary, Urban Improvement Trust
  - Municipal Commissioner
  - Decision & Administrative Support

- Knowledge Support**
- ICLEI
  - FICCI
  - Embassy of Denmark
  - Dronah
- Community Partners/ Locals**
- Resident associations
  - Hoteliers and Tourism industry association
  - Market associations
  - IIM, Schools
  - Doctors
  - Industry association
  - Cultural experts

Smart City proposal Preparation (UMC)

Consultant

**Smart City Proposal**





## 17. Priority Initiatives (Details in Annexure 4)

- **MoU with FICCI, ICLEI and Singhania University**
- **Heritage:**
  - For conservation of Walled City Bazaar's Rs 12crores has been sanctioned from GoR
  - Conservation of Baoris, Govt buildings and modification in Byelaws
- **Promotion of PT and NMTs**
  - Bicycle Sharing Services (100 Bicycles @10 locations) on PPP basis
  - City Bus Services running on PPP basis
- **Solid Waste Management**
  - Introduction of UG solid waste collector bins at 06 points (tender floated for installing 100 more bins)
  - Dashboard for monitoring the SWM vehicles
  - UMC has issued NIT for citywide door to door waste collection
  - Tender for solid waste processing is under finalization
- **National Lake Conservation Plan**
  - MoEF has sanctioned Rs. 41.86 Crore for Fatehsagar lake and Rs. 84.75 Cr. for Pichola lake
  - 08 new floating fountains with Aeration System shall soon be installed
- **Waste Water Treatment**
  - Hindustan Zinc Limited is operating 20 MLD STP on the PPP agreement
- **Parking Development**
  - Underground parking at Hathiwala Park through partial funding from RTIDF (GoR) and RUDF
- **Solar City Master Plan** (Roof-top Plants on Govt buildings and Community Facilities)
- **Green Initiatives**
  - Efficient LED street lighting, Development of Sajjangarh Biological Park and Bird Sanctuary at Gulab Bagh
- **Credit Rating**
  - UMC is a revenue surplus ULB and hence subscription to its Municipal Bonds becomes more likely

**Already installed UG solid waste collector bins**





## 18. Outcomes

### Quantitative

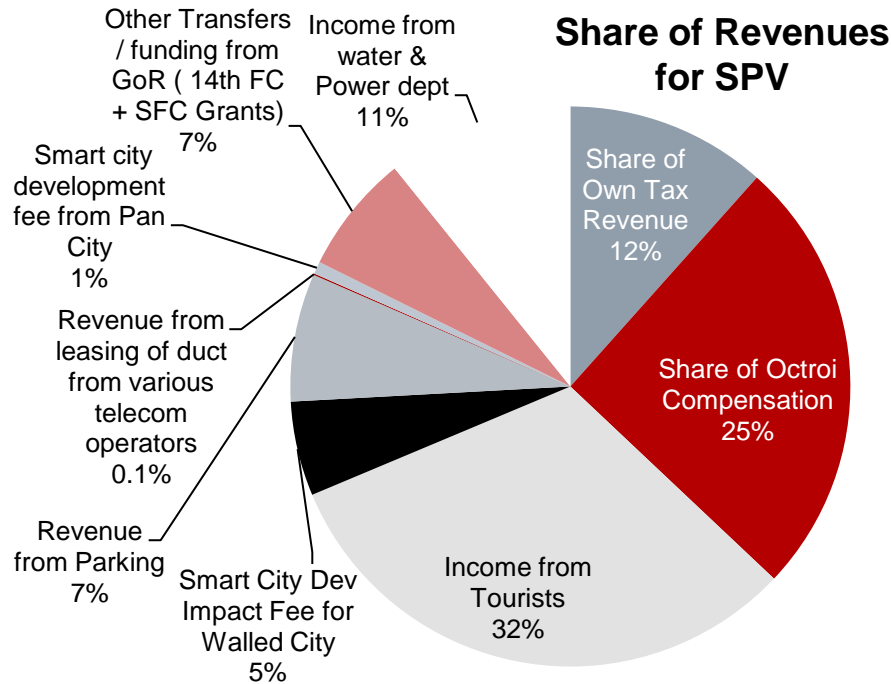
- Tourism growth by over 15-20%
  - Pan-India, international tourist arrival increased by 10%, domestic by 12% (in 2014)
- 60,000+ jobs in the next ten years
  - 78 jobs are created for every Million Rs. spent in Travel and Tourism
- Modal share of public transport from 3% to 10% in next five years and 32% (year 2041)
  - Reduction in carbon footprint by 30% (from transport sector)
- Increase in departmental operational efficiency and hugely improved customer service experience
  - 24x7 water supply and NRW reduction to 20%

### Qualitatively

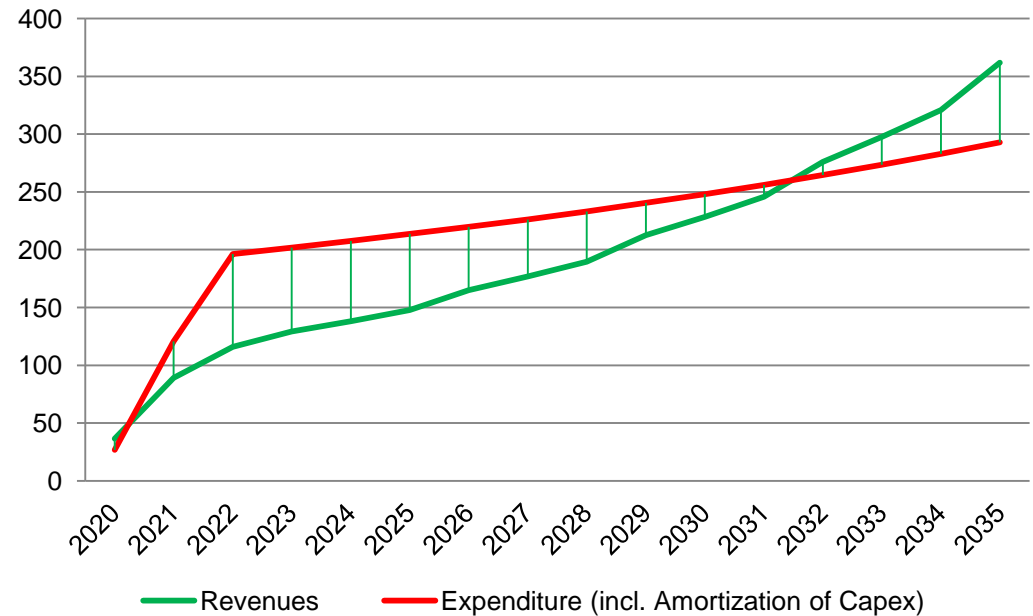
- Improvement in lake water quality
- Reduction in water borne diseases on account of laying of new sewerage system in walled city area
- Tourist's experience of walled city shall improve and they can able to enjoy the rich architecture/ heritage of Udaipur due to elimination of visual clutter (laying of utility duct)
- Better productivity due to reduction in travel time due to introduction of IPT
- Less time wasted in waiting at bus shelters as the proposed smart bus shelters will give passenger related information system
- Reduction in waiting time for parking at important locations as they would be provided with smart parking solutions
- Convenience to Citizens due to online bill payment facilities

# 19. Project Cost and Financing

Components	Estimated Cost of Project (2015 prices)	Cost of Project (with phasing over 5 years)	Funded by PSU/ PPP	Grant/ Equity from Smart City Mission	AMRUT	Borrowings
Rs. in Cr.						
Area based Development	880	1104	253	741	75	36
ITMS	186	227	147	69	-	10
Smart Utilities	155	195	-	170	-	25
<b>Total</b>	<b>1221</b>	<b>1527</b>	<b>400</b>	<b>980</b>	<b>75</b>	<b>72</b>



### Revenue and Expenditure of SPV Rs. Cr.



## 20. Cash Flow Statement for SPV

Annexure-3

Financial Year		16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35	35-36
<b>Cash Flows of SPV</b>	Total																				
(does not include cash flows for components to be undertaken through PPP / PSU )																					
<b>Sources of funds</b>																					
Equity (GoR)	100	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Equity (UMC) (contribution through GOI grant)	100	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant from Gol : Smart Cities Mission	390	96	98	98	98	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant from GoR Smart Cities	194	18	59	59	59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant from ULB	196	78	39	39	39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grant from Other GOI Schemes	75	0	0	0	39	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Funding from Other GoR Schemes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial debt	72	0	0	0	0	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash from operations		0	-4	-10	10	44	-5	2	5	9	20	26	32	47	55	65	87	99	113	144	163
<b>Total sources of funds</b>		<b>392</b>	<b>192</b>	<b>186</b>	<b>245</b>	<b>151</b>	<b>-5</b>	<b>2</b>	<b>5</b>	<b>9</b>	<b>20</b>	<b>26</b>	<b>32</b>	<b>47</b>	<b>55</b>	<b>65</b>	<b>87</b>	<b>99</b>	<b>113</b>	<b>144</b>	<b>163</b>
<b>Application of Funds</b>																					
Capex	1127	200	265	282	272	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Term Loan Principal Repayment	62	0	0	0	0	0	0	0	5	5	5	5	5	5	5	5	5	5	5	5	5
<b>Total Application of funds</b>		<b>200</b>	<b>265</b>	<b>282</b>	<b>272</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
Opening Cash Balance		0	191	118	22	(5)	38	33	36	36	41	56	77	104	146	197	257	339	433	541	680
Surplus/deficit during the yr		191	(73)	(97)	(27)	44	(5)	2	1	4	16	21	27	42	51	60	82	94	108	139	158
<b>Closing Cash Balance</b>		<b>191</b>	<b>118</b>	<b>22</b>	<b>(5)</b>	<b>38</b>	<b>33</b>	<b>36</b>	<b>36</b>	<b>41</b>	<b>56</b>	<b>77</b>	<b>104</b>	<b>146</b>	<b>197</b>	<b>257</b>	<b>339</b>	<b>433</b>	<b>541</b>	<b>680</b>	<b>838</b>



# Udaipur Smart City

## Annexure 4

(Supporting documents, such as government orders, council resolutions and response to question 33 are annexed here)

S. No	Particulars
1.	Approval from the High Power Steering Committee (HPSC), minutes of the HPSC
2.	Approval from the Administrative Committee of Udaipur Municipal Corporation
3.	Consent/ Agreement regarding implementation of Smart City Projects through SPV from 14 key line departments in Udaipur city
4.	Memorandum of Understanding between Federation of Indian Chamber of Commerce and Industry (FICCI) and Udaipur Municipal Corporation
5.	Memorandum of Understanding between ICLEI-Local Government for Sustainability South Asia and Udaipur Municipal Corporation
6.	Memorandum of Understanding between Danish Water Forum and Udaipur Municipal Corporation
7.	Memorandum of Understanding between Sir Padampat Singhania University (SPSU) and Udaipur Municipal Corporation
8.	Government of Rajasthan, Urban Development and Housing Department Notification on transferring 15% fee from sale of Land to Municipal Corporations
9.	Letter of Approval from Director, Local Bodies (Government of Rajasthan) on DPR under Udaipur Heritage Conservation Plan
10.	Agreement between Energy Efficiency Services Limited (EESL) and Udaipur Municipal Corporation to convert all street lights to LED based lights
11.	Memorandum of Understanding between RIDCOR and Udaipur Municipal Corporation for Development Underground Parking at Hathiwala Park at Udaipur
12.	Development of Bicycle Mobility Services in Udaipur (Letter of Intent from Director, Local Bodies to M/S Delhi Cycles Private Limited)
13.	Contract Agreement for Total Solution Providers (TSP) for Integrated Computerized System on BOOT basis (RUIDP initiated project)
14.	Tender for Installation of Floating Fountains and Diffusers, including O&M for 3 years for Pichola Lake System
15.	Agreement between Udaipur Municipal Corporation, UIT and Hindustan Zinc Ltd for Development, O&M of 20 MLD STP and reuse of waste water by HZL
16.	Administrative Approval for 'Conservation and Sustainable Management of Fatehsagar Lake' in Udaipur under National Lake Conservation Programme, Govt of India
17.	Administrative Approval for 'Conservation and Sustainable Management of Pichola Lake' in Udaipur under National Lake Conservation Programme, Govt of India
18.	Agreement between Udaipur Municipal Corporation and M/S M M Enterprises for City Bus Services in Udaipur city

**Rajasthan Urban Infrastructure Finance & Development  
Corporation Limited**

**(SLNA for Smart Cities Mission)**

Old Working Woman Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur - 302015

Tel: 0141 - 2742240, 2742538, 2742263; Fax: 0141 2740771

Website: www.ruifdco.rajasthan.gov.in E-mail: ray.ruifdco@gmail.com

F.(SC-03)RUIFDCO/SmartCity/2015-16/ 5958

Date: 10-12-2015

**Minutes of Meeting**

**Minutes of 2nd meeting of "State High Powered Steering Committee (SHPSC)  
under Smart Cities Mission held on 7th December, 2015**

The 2nd meeting of "State High Powered Steering Committee (SHPSC) under Smart Cities Mission was held on Monday, 7th December, 2015 at 4:00 PM in the committee room no. 1 of Secretariat under the chairmanship of Chief Secretary, Government of Rajasthan.

**List of participants is enclosed at Annexure-A.**

At the outset, Principal Secretary, LSGD cum State Mission Director, Smart Cities Mission welcomed all members of the SHPSC with a brief presentation on "Smart Cities Mission". The Action Taken Report on the 1st SHPSC meeting held on 25.07.2015 was also submitted. Thereafter, the presentations on the Smart City proposals were made by the respective Municipal Commissioner.

**Ajmer**

Municipal Commissioner, Ajmer presented the Smart City proposal prepared by the consultant ICRA & NJS JV.

The brief of the proposal is as follows:

- A. The total investment plan outlay for 5 years Mission period is Rs. 1300 Cr. The breakup is as below:
  - a. Area based development (retrofitting) = Rs. 925 Cr.
  - b. Pan area = Rs. 375 Cr.
- B. The proposed Sectors is as follows:
  - a. Area based development- Infrastructure, Green buildings and Safety & security
  - b. Pan City proposal- Urban mobility/traffic & transportation management and City e-governance.



- C. The model of AREA BASED DEVELOPMENT earmarked after intense citizen's consultation is 'RETROFITTING' and selected.
- D. The northern peripheral area of Anna Sagar lake totaling 1334 acres, which includes 10 wards (same partially) and this area comprise about 17% of the total population of Ajmer.

During presentation, following observations were made::

1. Secretary, IT/Plan, GoR, raised the issue of free Wi Fi in the proposal and suggested that, it should not be free as it will not be viable. It was decided that for all cities, Wi Fi hot spots should not be free.
2. CTP, Rajasthan asked why the southern part of Anna Sagar has been left out of the proposal, Chief Secretary also asked whether this area has been covered in any other schemes to which Municipal Commissioner, Ajmer informed that this part has been taken up in other schemes and will be covered through convergence.
3. Secretary, IT/Plan, GoR mentioned that there has to be standardization of system with the State run IT initiatives for all proposals in the Smart Cities pertaining to IT/digitization/e-governance so that systems in the State & Gol initiatives are optimized and duplication is avoided. It was decided to execute IT related proposals in Smart cities in consultation with Secretary, IT.
4. Principal Secretary, Finance mentioned that the share of State should be limited to 30% , which shall include public/government share in the PPP components also. He further mentioned to keep the provision for maintenance of the project undertaken in the Mission. Principal Secretary, LSGD informed that the financial plan of each city has been prepared which includes overall requirement of funds and mechanism of fund mobilization through various schemes. In all the proposals Government/PSU fund has been included only for the ongoing/confirmed projects after consultation at the city level and there will be no need for incremental liability on the Government in this Mission. It was also informed that the ULB will be responsible for spill over liabilities if any and for maintenance normal ULB fund shall cater to it.

### Jaipur

Sh. Ashutosh Pednekar, Municipal Commissioner, Jaipur presented the Smart City proposal prepared by the consultants Mott Macdonald & EY JV.

The broad proposal is as follows:

- A. The model adopted in AREA BASED DEVELOPMENT is Retrofitting and the area selected for development under Smart Cities Mission is part area between Choti Chopad & Badi Chopad, Wall City, Jaipur with Albert Hall and measuring 600 acres.



- B. The total cost of proposal of Rs. 2404.00 Cr. with
  - a. Area based development (retrofitting)= Rs. 1421.00 Cr.
  - b. Pan City area = Rs. 983.00 Cr.
- C. The proposed Sectors is as follows:
  - a. AREA BASED DEVELOPMENT- Sustainable mobility corridors, Heritage & tourism and Smart civic infrastructure
  - b. Pan city proposal- Multi model public transport system, Smart mobility card, Solid waste management and Public information system.

The following observations were made during the presentation:

1. Chief Secretary asked about status of private rapid transit (PRT) in Jaipur and what is the revenue model. Municipal Commissioner, Jaipur informed that it was in advance stage of bidding in which the fare will be fixed by the Government while the concession period will be the variable component.
2. Chief Secretary inquired whether, the departments were in no position to commit funds for 5 Years, to which Principal Secretary, LSGD informed that no additional financial commitment is required only facilitation support is required from line departments, which may not have any financial implication, other than the committed projects. It was decided to provide all necessary support from all government departments, as there would be no incremental financial implication on the departments.
3. Secretary, IT/Plan mentioned that funds from 14th Finance Commission and State Finance Commission have been included in project financing, but this fund is meant for several purposes. Principal Secretary, LSGD replied that the funds from FFC/SFC is not meant for salaries and non-plan expenditures but are to be used for project work as viability gap funding only.

### Kota

Sh. Shivprasad Nakate, Municipal Commissioner, Kota presented the Smart City proposal prepared by the consultants Feedback Infa & Buro Happold JV.

The broad proposal is as follows:

- A. The model under AREA BASED DEVELOPMENT selected Green field development of area 495 acres at Ranpur, Kota.
- B. The total cost of proposal of Rs. 1493 Cr. with
  - a. Area based development (green field)= Rs. 1045.00Cr.
  - b. Pan area = Rs. 438.00 Cr.
- C. The proposed Sectors are as follows:
  - a. AREA BASED DEVELOPMENT- Green field extension at Ranpur, Kota
  - b. Pan city proposal- Smart waste management and Smart corridors.



Following observations were made:

1. Chief Secretary inquired about the status about Aerodrome land suggested as one of the other options of "Greenfield Area Development".
2. ACS, UDH suggested to incorporate revenue sharing model for UIT as without it UIT won't get any revenue. Chief Secretary suggested that a viability gap funding model be explored rather than State investing full amount. Principal Secretary, PHED suggested that if PPP model for green field development is so attractive then we should go for private sector investment for this project and Smart City funds should be used, elsewhere. It was however mentioned that giving the project on PPP mode of operation would dilute the spirit of Smart City Concept as it would be very difficult to check and control the activities of PPP operator, whose sole objective would be to maximize the profit.
3. Chief Secretary suggested to include rooftop solar proposal in all Smart City proposals.

### Udaipur

Sh. Siddharth Sihag, Municipal Commissioner, Udaipur gave the presentation on the Smart City proposal for Udaipur prepared by the consultants IIDC & Urban Mass Transit JV.

The details of proposal are as below:

- A. The model under AREA BASED DEVELOPMENT selected Retrofitting in Wall city area adjoining lake Pichola of area 828 acres.
- B. The total cost of proposal of Rs. 1221 Cr. with
  - a. Area based development (retrofitting)= Rs. 880.00Cr.
  - b. Pan area = Rs. 341.00 Cr.
- C. The proposed Sectors is as follows:
  - a. Area based development - Sewerage, Water Supply and Conservation of Building & Heritage
  - b. Pan city proposal- Intelligent Transport Management System & City Wide Smart Utilities waste management and Smart corridors.

The following observations/clarifications were made:

1. Principal Secretary, PWD, said on the proposal of rejuvenation of Baories that the baories were closed due to the Guinea worm problem in its water in 90's. Chief Secretary mentioned that use of Baories is no more for drinking/bathing purpose and now these are being used as tourist place and as heritage sites.
2. Chief Secretary raised the issue of water hyacinth weed's problem in the lake, whether it has been addressed or not, to which Municipal Commissioner, Udaipur replied that for this special aerators and other equipments, have already been deployed and this menace has been contained successfully.



3. Principal Secretary, PHED suggested to operate battery operated boats in place of diesel boats. Commissioner, Transport suggested that solar operated boats should be used in lakes in place of petrol/diesel. It was decided to explore the possibility while implementing the Smart City proposal.
4. Principal Secretary, PHED mentioned that the proposal of smart metering & NRW in the SMART CITY PROPOSALS being prepared should be in consultation with PHED in order to avoid any duplication.
5. Principal Secretary, LSGD informed that all proposals have been prepared in consultation and guidance of CE, PHED.

**Agenda no.1 Review and Recommending Smart City proposal of Jaipur, Kota, Ajmer and Udaipur to MoUD**

The SHPSC decided to recommend the SMART CITY PROPOSAL proposals of all four Smart Cities to MoUD by incorporating relevant observations.

**Agenda no.2 Approval of formation of SPV**

**Principal Secretary, LSGD explained the SPV objective, structure and functions, structure, key functions and responsibilities etc in light of Mission guidelines. Organogram was discussed in detail.**


1. Principal Secretary, Finance inquired if additional posts would have to be created for SPV and extra financial implication will have to be borne by GoR. Principal Secretary, LSGD informed that some posts would be required to be filled on deputation in addition to hiring of manpower from market but all these posts shall be temporary creation only for mission period. Entire fund of PIU and PMC shall be borne by MoUD from Administrative and Office Expenses (A&OE) component of Smart City Mission and there will not be any financial burden on GoR..
2. Principal Secretary, LSG explained the proposed Organogram of SPV. After deliberations, following modifications were suggested.
  - Principal Secretary, LSG to be the Chairman of SPV for all Smart Cities.
  - Mayor of the city will be the Vice Chairperson.
  - Facilitation committee to be headed by Divisional Commissioner and one expert to be nominated by GoR and one representative of RUIDP.
  - Jaipur Development Commissioner (JDC) for Jaipur and Chairperson of concerned UIT for other cities shall also be one of the Directors.
  - Total 5 number of Directors from GoR will be nominated on SPV Advisory board.
3. While agreeing to the revised SPV structure including constitution of PIU & PMC, it was decided to submit the SPV formation on file for formal approval from competent authority. The organogram of SPV attached as annexure-B.



**Agenda no.3 Commitment for Convergence of line departments of their Scheme with Smart City proposal**

While explaining the agenda, Principal Secretary, LSGD informed committee members that as per the directions of MoUD Gol, an MoU between the line department and SPV is required for ensuring the convergence of all schemes with the smart city proposals under the Mission. It was decided that in place of individual MoU, commitment letter by concerned city level line departments be obtained and all line department will ensure convergence of their schemes in the city with the Smart city proposal and will provide full support for execution/implementation of such area based development an Pan city projects. A standing order to be issued accordingly.

The meeting ended with a vote of thanks to chair.

  
(Dr. Manjit Singh)  
Principal Secretary, LSG  
& State Mission Director,  
Smart Cities Mission


10/12/15

F.(SC-03)RUIFDCO/SmartCity/2015-16/ 5959-78

Date: 10-12-2015

Copy to the following for information & necessary action:-

1. Secretary to Chief Minister, GoR, Jaipur
2. PS to Chief Secretary, GoR, Jaipur
3. PS to Mayor - Municipal Corporation, Jaipur, Kota, Ajmer & Udaipur
4. PS to Addl. Chief Secretary, UDH GoR, Jaipur
5. PS to Dr. Sameer Sharma, IAS, Addl. Secretary Cum Mission Director, Smart City Mission, MoUD, Gol
6. PS to Pr. Secretary, LSGD, GoR, Jaipur
7. PS to Pr. Secretary, Finance, GoR, Jaipur
8. PS to Pr. Secretary, Planning, GoR, Jaipur
9. PS to Pr. Secretary, PWD, GoR, Jaipur
10. PS to Pr. Secretary, Tourism, GoR, Jaipur
11. PS to Pr. Secretary, PHED, GoR, Jaipur
12. PS to Pr. Secretary, Transport, GoR, Jaipur
13. PS to Pr. Secretary, IT, GoR, Jaipur
14. District Collector- Jaipur, Kota, Ajmer & Udaipur
15. Project Director, RUIDP, Jaipur
16. Commissioner, Municipal Corporation - Jaipur, Kota, Ajmer & Udaipur
17. Director, Local Bodies
18. Executive Director, RUIFDCO
19. Chief Town Planner, Rajasthan
20. Team Leader/Sr. Official from M/s. Mott MacDonald (P) Ltd, M/s. Feedback Infra (P) Ltd., M/s. ICRA Management Consulting Services & M/s. IIDC Limited.

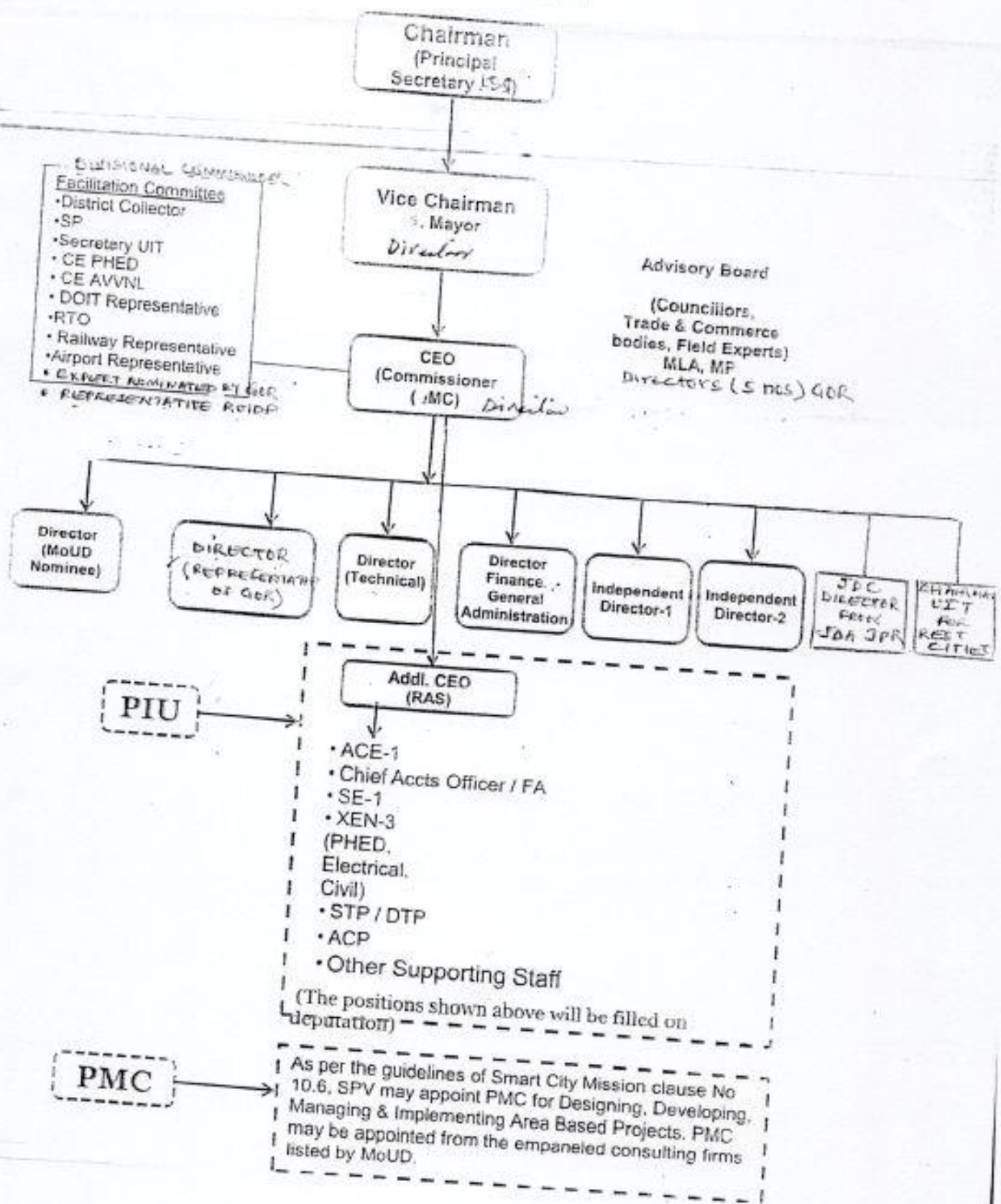
  
Executive Director

**List of Participants**

1. Sh. Ashok Jain, Addl. Chief Secretary, UDH
2. Sh. D.B. Gupta, Principal Secretary, PWD
3. Sh. P.S. Mehra, Principal Secretary, Finance
4. Sh. J.C. Mohanty, Principal Secretary, PHED
5. Dr. Manjit Singh, Principal Secretary, LSG
6. Sh. Akhil Arora, Secretary, Planning and IT
7. Smt. Gayatri Rathore, Commissioner, Transport
8. Sh. Nirmal Nahata, Mayor, Jaipur
9. Sh. Chandra Singh Kothari, Mayor, Udaipur
10. Sh. Dharmendra Gehlot, Mayor, Ajmer
11. Sh. Krishan Kunal, Collector, Jaipur
12. Sh. Ravi Kumar S., Collector, Kota
13. Sh. Ashutosh Pednekar, Municipal Commissioner, Jaipur
14. Sh. Siddarth Sihag, Municipal Commissioner, Udaipur
15. Sh. H. Guite, Municipal Commissioner, Ajmer
16. Sh. Shivprasad Nakate, Municipal Commissioner, Kota
17. Sh. Purushottam Biyani, Director, Local Bodies
18. Sh. Praveen Jain, CTP, Rajasthan
19. Sh. Rakesh Sharma, Addl. Commissioner, Nagar Nigam, Jaipur
20. Sh. Sanjay Pande, Addl. Director, Tourism
21. Sh. G.S. Hada, Addl. Project Director, RUIDP
22. Sh. S.K. Goyal, Chief Engineer, RUIFDCO



### Organogram for SPV



- Facilitation Committee**
- District Collector
  - SP
  - Secretary UIT
  - CE PHED
  - CE AVNL
  - DOIT Representative
  - RTO
  - Railway Representative
  - Airport Representative
  - EXPERT NAMED BY GOR
  - REPRESENTATIVE RUIDP

**Advisory Board**  
(Councilors,  
Trade & Commerce  
bodies, Field Experts)  
MLA, MP  
Directors (5 nos) GOR

PIU

PMC

(The positions shown above will be filled on deputation)

As per the guidelines of Smart City Mission clause No 10.6, SPV may appoint PMC for Designing, Developing, Managing & Implementing Area Based Projects. PMC may be appointed from the empaneled consulting firms listed by MoUD.

## कार्यालय नगर निगम, उदयपुर (राज.)

बैठक संख्या :

दिनांक : 03-12-2015

वार : गुरुवार

समय प्रात 11:00 बजे

### प्रशासनिक समिति की बैठक का कार्यवाही विवरण

आज दिनांक 03-12-2015 को प्रातः 11:00 बजे नगर निगम सभाकक्ष में महापौर श्री चन्द्रसिंह कोठारी की अध्यक्षता में प्रशासनिक समिति की बैठक हुई जिसमें निम्न सदस्यगण उपस्थित हुए:-

- 1- श्री लोकेश द्विवेदी, उपमहापौर - सदस्य
- 2- श्री खानचंद मंगवानी - सदस्य
- 3- श्री ओमप्रकाश चित्तौडा - सदस्य
- 4- श्रीमती हंसा माली - सदस्य
- 5- श्री पारस सिंघवी - सदस्य
- 6- श्री सत्यनारायण मोची - सदस्य
- 7- श्री महेश त्रिवेदी - सदस्य
- 8- श्री नानालाल वया - सदस्य
- 9- श्री जगदीश मेनारिया - सदस्य
- 10- श्री भगवान खारोल - सदस्य
- 11- श्रीमती रेहाना जर्मनवाला - सदस्य
- 12- श्री राकेश पोरवाल - सदस्य
- 13- श्री देवेन्द्र जावलिया - सदस्य
- 14- श्री वेणीराम सालवी - सदस्य
- 15- श्री बाबुलाल कटारा - सदस्य
- 16- श्री तेजेन्द्र सिंह रोबिन - सदस्य
- 17- श्रीमती अमिता गौड - सदस्य
- 18- श्री सिद्धार्थ सिहाग - आयुक्त

महापौर महोदय द्वारा बैठक में उपस्थित सभी सदस्यों का स्वागत करने के पश्चात् बैठक प्रारम्भ की गई।



## प्रस्ताव संख्या :- 1

महापौर महोदय ने बताया कि उदयपुर को स्मार्ट सिटी मिशन के प्रथम चरण में देश के प्रथम 100 शहरों में चयनित किया गया है तथा द्वितीय चरण के लिये समस्त पार्षदगणों व जिला स्तरीय अधिकारियों के सहयोग से जनता की भावनाओं के अनुरूप प्रस्ताव कंसलटेंट द्वारा तैयार किया गया है।

कंसलटेंट आई.आई.डी.सी. द्वारा उदयपुर के लिय तैयार किये गये स्मार्ट सिटी प्रस्ताव का प्रस्तुतीकरण किया गया।

कंसलटेंट द्वारा बताया गया कि नागरिकों द्वारा प्रथम चरण में पर्यटन को प्रथम वरियता देते हुए तत्पश्चात क्षेत्र आधारित विकास के लिये "वाल सिटी क्षेत्र" को पर्यटन के आधार पर महत्पूर्ण मानते हुए जनता द्वारा चयन किया गया।

क्षेत्र विकास के तहत प्रस्तावित समस्त आधारभूत सुविधाओं के साथ-साथ सूचना प्रौद्योगिकी तकनीक का समावेश करते हुए स्मार्ट समाधानों को शामिल किया गया है।

पेन समाधान हेतु नागरिकों द्वारा प्रथम वरीयता ठोस कचरा प्रबंधन एवं द्वितीय वरीयता सार्वजनिक परिवहन को दी गई है। चूंकि ठोस कचरा प्रबंधन की सम्पूर्ण व्यवस्था यथा घर-घर कचरा संग्रहण, परिवहन तथा निस्तारण की कार्यवाही निगम द्वारा अपने स्तर पर की जा रही है तथा शेष कार्य स्वच्छ भारत मिशन के तहत करवाये जा रहे हैं। इस कारण निगम द्वारा सार्वजनिक परिवहन के साथ सम्पूर्ण शहर में स्मार्ट सुविधा विकास का कार्य पेन समाधान में लिया गया है।

कंसलटेंट द्वारा विस्तार में स्मार्ट सिटी प्रस्ताव में सम्मिलित योजनाओं का वर्णन किया गया। श्री लोकेश द्विवेदी, उप महापौर द्वारा प्रश्न किया गया "बुर्जों एवं विकलांगों के लिए परिवहन की समुचित व्यवस्था रहेंगी या नहीं।" आयुक्त द्वारा अवगत कराया गया कि इसका प्रावधान रखा गया है। श्री तेजेन्द्र सिंह रोबिन द्वारा पेन समाधान में प्रस्तावित बसों के रूट एवं बस स्टोप की डिजाईन का विस्तृत विवरण चाहा गया। महापौर द्वारा अवगत कराया गया कि यह प्रस्ताव है जिसकी स्वीकृति उपरान्त विस्तृत परियोजना रिपोर्ट तैयार की जायेगी उसमें ही विस्तृत डिजाईन का समावेश संभव हो पायेगा।

श्री पारस सिंघवी द्वारा कहा गया कि पूर्व बैठक में हमारे द्वारा सुझाव दिये गये उनका समावेश किया गया अथवा नहीं। कंसलटेंट द्वारा बताया गया कि पूर्व में प्राप्त सुझावों को सम्मिलित किया जा चुका है।

श्री देवेन्द्र जावलिया द्वारा कहा गया कि जब पर्यटन प्रथम वरीयता है तो इससे जुड़े ट्रेवल गाईड, होटल, हेन्डीकाफ्ट से जुड़े लोगों की पृथक् से बैठक ली जाकर राय ली जानी चाहिए। महापौर द्वारा कहा गया कि आज ही बैठक रखी जायेगी।



श्रीमती रेहाना जर्मनवाला द्वारा पूछा गया कि यदि कोई प्रकरण विवादित है तो क्या होगा? महापौर ने बताया कि न्यायालय विवादित प्रकरणों पर वर्तमान में कोई निर्णय नहीं लिया जा सकता यदि ऐसा कोई प्रकरण आयेगा तो निगम उसे शीघ्र पैरवी करा कर खत्म करवाने का प्रयास करेगा।

तत्पश्चात समिति ने सर्वसम्मति से नगर निगम, उदयपुर के स्मार्ट सिटी प्रस्ताव को स्वीकृत करते हुए केन्द्र सरकार द्वारा निर्धारित प्रपत्र में प्रस्तुत करने का निर्णय लिया गया।

### प्रस्ताव संख्या :- 2

महापौर द्वारा राज्य सरकार द्वारा प्रस्तावित एस.पी.वी. (विशेष प्रयोजन साधन) गठन का निम्नानुसार वर्णन किया गया:-

अध्यक्ष - प्रमुख शासन सचिव/संभागीय आयुक्त  
उपाध्यक्ष - 1- महापौर  
2- जिला कलक्टर

मुख्य कार्यकारी अधिकारी - आयुक्त नगर निगम/पूर्वकालिक नियुक्ति  
निदेशक - 1- केन्द्र सरकार द्वारा नामित प्रतिनिधि  
2- राज्य सरकार द्वारा नामित प्रतिनिधि  
3- तकनीकि  
4- वित्तीय एवं प्रबंधन  
5- विशेष प्रतिनिधि  
6- विशेष प्रतिनिधि

सलाहकार मण्डल - माननीय सांसद, विधायक महोदय, पार्षद प्रतिनिधि, प्रमुख व्यापारिक संगठन के प्रतिनिधि एवं विषय विशेषज्ञ प्रतिनिधि।

सुगम समाधान समिति 1- जिला कलक्टर  
2- जिला पुलिस अधीक्षक  
3- सचिव, नगर विकास प्रन्वास  
4- जलदाय विभाग प्रमुख  
5- अजमेर विद्युत वितरण निगम लि. प्रमुख  
6- जल संसाधन विभाग प्रमुख

- 7- निदेशक एन.आई.सी.
- 8- उप अधीक्षक पुलिस
- 9- अन्य मण्डल द्वारा

तकनीकी निदेशक - अति. मुख्य अभियंता जिसके तहत  
 1- अधीक्षण अभियंता-1  
 2- अधिशाषी अभियंता-3

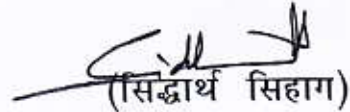
अन्य समस्त पदों का एस.पी.वी. द्वारा आवश्यकतानुसार संधारण करेगी।

महापौर ने बताया कि केन्द्र सरकार के दिशानिर्देशों अनुसार एस.पी.वी. को अधिकृत कर गठन किया जाना है। इस पर समस्त सदस्यों द्वारा सर्वसम्मति देते हुए कहा कि स्मार्ट सिटी योजना में उदयपुर का चयन सबसे महत्वपूर्ण है। अतः समिति एस.पी.वी. गठन व इसे अधिकृत करती है।

तत्पश्चात बैठक सधन्यवाद समाप्ति की घोषणा महापौर महोदय द्वारा की गई।



(चन्द्रसिंह कोठारी)  
 महापौर  
 नगर निगम उदयपुर



(सिद्धार्थ सिहाग)  
 आयुक्त  
 नगर निगम उदयपुर

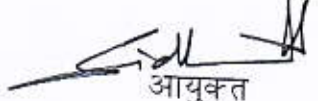
क्रमांक न.नि.उ/कौ.शा./2015-16/834-875

दिनांक :- 10-12-2015

प्रतिलिपि सूचनार्थ एवं पालनार्थ :-

- 1- श्रीमान् निदेशक महोदय, स्थानीय निकाय विभाग, जयपुर।
- 2- माननीय महापौर महोदय, नगर निगम, उदयपुर।
- 3- श्रीमान् जिला कलक्टर, उदयपुर।
- 4- माननीय उपमहापौर, नगर निगम, उदयपुर।
- 5- माननीय श्रीमान्/श्रीमती ..... समिति सदस्य।
- 6- अधीक्षण अभियंता, नगर निगम, उदयपुर।
- 7- वरिष्ठ लेखाधिकारी, नगर निगम, उदयपुर।
- 8- उप नगर नियोजक, नगर निगम, उदयपुर।
- 9- स्वास्थ्य अधिकारी, नगर निगम, उदयपुर।

- 10- का. राजस्व अधिकारी, नगर निगम, उदयपुर।
- 11- अधिशाषी अभियंता-विद्युत, नगर निगम, उदयपुर।
- 12- कार्यालय अधीक्षक, नगर निगम, उदयपुर।
- 13- गैराज अधीक्षक, नगर निगम, उदयपुर।
- 14- निजी सहायक महापौर, नगर निगम, उदयपुर।
- 15- निजी सहायक, आयुक्त, नगर निगम, उदयपुर।
- 16- शाखा प्रभारी ..... नगर निगम, उदयपुर।

  
आयुक्त  
नगर निगम, उदयपुर



Consent / Agreement regarding implementation of Smart City Projects as per  
approved SCP through SPV under Smart Cities Mission

It has been agreed that Smart City projects as recommended by the State level High Powered Committee and approved by MoUD are required to be executed / implemented through a Special Purpose Vehicle to be constituted under the Smart City Mission as per the guidelines issued by MoUD, Government of India.

All projects related to the different sectors like water supply, transport, sewerage, etc identified under Area Based Development and Pan City Solutions included in the approved SCP by the Government of India will be executed / implemented by the SPV.

The department has no objection and will provide full support for execution / implementation of such Area Based Development and Pan City projects.

  
अधिकाारी अभियंता  
जल सेवा विभाग, नगरपालिका

City level in charge of the Department

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4/12/15  
R. N. Mehta Secy, UIT,  
Signature and Seal Udaipur

City level in charge of the Department


**रामनिवास मेहता**  
सचिव  
नगर विकास प्रन्यास  
उदयपुर (राज.)

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9/12/18  
बिस्मिल अहमद नियोजक  
Signature and Seal  
in charge of the Department

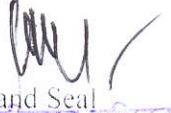


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Signature and Seal  
जिला परिवहन अधिकारी  
City level in charge of the Department  
हवेलीपुर (सिवा)

Consent / Agreement regarding implementation of Smart City Projects as per  
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*Mubhan Singh*  
4/12/15  
SR REGIONAL MANAGER  
RICO LTD, UDAIPUR  
City level in charge of the Department

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Signature and Seal

City level in Charge of the Department

अनियमित कार्यालय  
उदयपुर (राज.)




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12  
Signature and Seal  
अधीक्षक अभियन्ता  
City Engineer in Charge of the Department

  
(अधीक्षक अभियन्ता)  
अधीक्षक अभियन्ता  
सा.वि.वि. नगर खण्ड-उदयपुर  
डी.एच.ओ.कोड नं.-104451  
सुजान नगर डी. नं. 12029

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Signature and Seal

City level in charge of the Department


**अतिरिक्त पुलिस अधीक्षक  
(शहर) उदयपुर**

Consent / Agreement regarding implementation of Smart City Projects as per  
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Signature and Seal  
हुमेश कुमार गौड़  
City level in charge of the Department  
अभियंता अभियन्ता  
जन रक्षात्मक अभियान्त्रिक विभाग,  
पुणे उदयपुर



Consent / Agreement regarding implementation of Smart City Projects as per  
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Signature and Seal

City level in charge of the Department

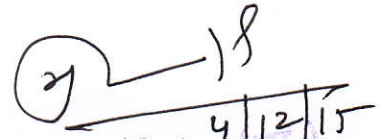
**Technical Director & DIO**  
**National Informatics Center**  
**Collectorate-Udaipur**

Consent / Agreement regarding implementation of Smart City Projects as per  
approved SCP through SPV under Smart Cities Mission

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A handwritten signature in black ink, followed by the number '18' and the date '4/12/15' written below it.

Signature and Seal  
City level in charge of the Department

Consent / Agreement regarding implementation of Smart City Projects as per  
approved SCP through SPV under Smart Cities Mission

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104. 6057  
10. 10-12-2015

  
पुणे विमानतळ वन क्षेत्र विकास आयोग  
Signature and Seal  
पुणे (महाराष्ट्र)  
City level in charge of the Department




Consent / Agreement regarding implementation of Smart City Projects as per  
approved SCP through SPV under Smart Cities Mission

It has been agreed that Smart City projects as recommended by the State level High Powered Committee and approved by MoUD are required to be executed / implemented through a Special Purpose Vehicle to be constituted under the Smart City Mission as per the guidelines issued by MoUD, Government of India.

All projects related to the different sectors like water supply, transport, sewerage, etc identified under Area Based Development and Pan City Solutions included in the approved SCP by the Government of India will be executed / implemented by the SPV.

The department has no objection and will provide full support for execution / implementation of such Area Based Development and Pan City projects.

Signature and Seal

 4/12/15

City level in charge of the Department

**K.S. SISODIA**  
**SE (O&M)**  
**AVVNL, Udaipur**

Consent / Agreement regarding implementation of Smart City Projects as per approved SCP through SPV under Smart Cities Mission

It has been agreed that Smart City projects as recommended by the State level High Powered Committee and approved by MoUD are required to be executed / implemented through a Special Purpose Vehicle to be constituted under the Smart City Mission as per the guidelines issued by MoUD, Government of India.

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~~The department has no objection and will provide full support for execution / implementation of such Area Based Development and Pan City projects.~~

विभाग के द्वारा स्मार्ट सिटी कार्रवाई के निम्नलिखित -  
सहयोग दिया जायेगा।



Signature and Seal

City level in charge of the Department

सुविधा संकेत 15  
नगर एवं सभागृह विभाग  
चन्द्रपुर वन उदयपुर



**MEMORANDUM OF UNDERSTANDING BETWEEN**

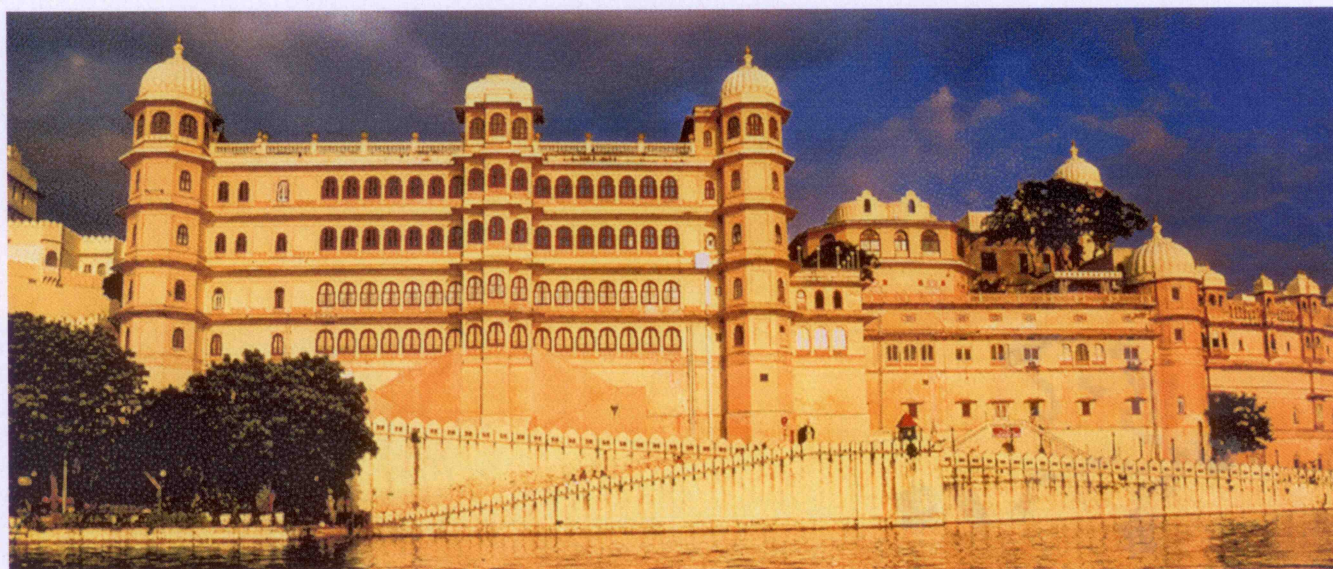
**FEDERATION OF INDIAN CHAMBERS OF**

**COMMERCE & INDUSTRY (FICCI)**

**AND**

**UDAIPUR MUNICIPAL CORPORATION (UMC)**

**30<sup>th</sup> NOVEMBER 2015**







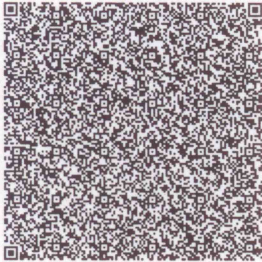
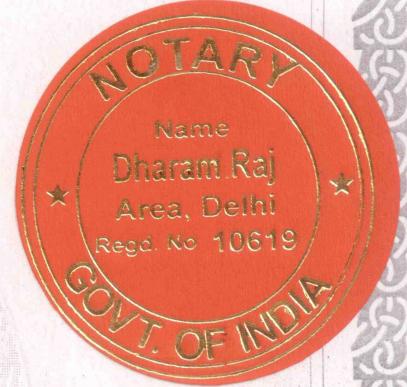
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No. : IN-DL86020641249443N  
 Certificate Issued Date : 26-Nov-2015 11:05 AM  
 Account Reference : IMPACC (PF)/ dl766013/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL8601370025172529738N  
 Purchased by : FICCI  
 Description of Document : Article Others  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : FICCI  
 Second Party : UMC UDAIPUR  
 Stamp Duty Paid By : FICCI  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



-----Please write or type below this line-----

**MEMORANDUM OF UNDERSTANDING BETWEEN FEDERATION OF INDIAN  
 CHAMBERS OF COMMERCE AND INDUSTRY (FICCI) AND UDAIPUR MUNICIPAL  
 CORPORATION (UMC), UDAIPUR**

This "non-binding" Memorandum of Understanding (MOU) is made in Udaipur, India on 30<sup>th</sup> day of November, 2015 between the undersigned:







**Federation of Indian Chambers of Commerce and Industry (FICCI)**, having its headquarter at Federation House, 1, Tansen Marg, New Delhi - 110001 ("FICCI", which expression will include its successors and permitted assigns, unless repugnant to the context or meaning), acting through its [authorized representative] **Mr. Rajeev Dholakia**, of the first part

**And**

**Udaipur Municipal Corporation** (hereinafter referred to as "UMC" which expression will include its successors and permitted assigns, unless repugnant to the context or meaning) acting through its Commissioner, **Mr. Himmat Singh Barhat**, of the second part.

FICCI and UMC are hereinafter individually referred to as "Party" and collectively as "Parties", as the context may require.

**Whereas,**

1. The Government of India has envisaged "**Smart Cities Mission**" considering the need for an all-round, socio economic development of the country. The initiative intends to develop 100 cities and towns in the country as smart cities and is expected to generate a large number of opportunities for the industry in terms of deploying state of the art technologies, provision of value added and sustainable services, and, investment opportunities.
2. FICCI is a non-government, not-for-profit organization. FICCI is the largest and oldest apex business organization in India that has contributed to the Industrialization in India by encouraging debate, articulating the private sector's views and influencing policy.
3. FICCI has constituted a committee on Smart Cities to undertake the following:
  - (i) Policy Advisory: recommend changes to the existing policy framework required to enable development of Udaipur as a "smart city",







(ii) Pilot Projects: identification of pilot projects/ showcase projects/ developmental projects to enable the creation of the necessary infrastructure including any upgradation and renovation of existing facilities so as to provide smart city capabilities and services to the residents of the city of Udaipur;

(iii) Project Advisory and Implementation: to advise on all aspects of implementation of identified projects (hereinafter collectively referred to as “Scope of Services”) as an initiative to enable the implementation of the “smart city” initiative of the Government of India.

4. The city of Udaipur, which spreads across an approx area of 64 Sq. kms (most likely), is the famous wedding destination with a population of 4.7 lacs (as per 2011 census). Udaipur is a prominent location for heritage and lakeside tourist place.
5. However, the city of Udaipur is facing various urban challenges. Some of them are:
  - Management of daily generated 90 Tonnes of Municipal Solid Waste
  - Improvement of traffic management in the city
  - Need of additional buses as per the norms to cater to the growing population of the city
  - Development of road infrastructure to meet ideal road density as per norms.
  - Improvement in management of distribution of water supply, especially in the fringe areas of the city.
  - Management of land & assets for infrastructure development to cater the financial requirements for improving infrastructure.
6. FICCI is desirous of associating and collaborating with the UMC to provide support in meeting its urban challenges, some of which are illustrated above, and developing Udaipur as a smart city through mobilization of the industry expertise and resources.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:







## 1. Purpose:

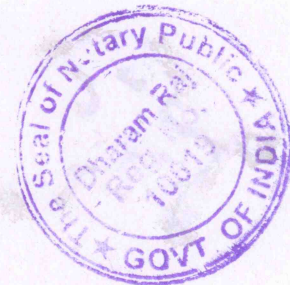
The Parties are entering into this MOU to record the terms and conditions on which FICCI will provide the Scope of Services to the UMC for the development of Udaipur as a “Smart City”.

## 2. Responsibilities:

### 2.1 FICCI's Responsibilities

FICCI hereby agrees that it will undertake, either itself or through one or more of the committee members, reasonable endeavours to provide the Scope of Services in accordance with and to the extent requested by UMC with the objective of developing Udaipur as a “smart city”, which will also include the following:

- i. FICCI will jointly work with UMC and all other stakeholders such as industry experts, civil society and other stakeholders to develop vision, goals & strategies for Udaipur as a Smart City and thereafter support implementation of the same in Udaipur.
- ii. FICCI, through its committee members, will work in collaboration with UMC in sectors illustrated in para-5 above and in areas like:
  - a) **Creation of Financial plans for various sectors & creation of innovative sources of Municipal Finance**
  - b) **Legal & contracting issues**
  - c) **Project based support for projects in areas like:**
    1. Tourism
    2. Heritage
    3. Transport
    4. Solid Waste Management
    5. Water Supply
    6. Housing
    7. Sewerage
    8. Health
    9. Education
    10. Storm Water Drainage







**d) Capacity building to plan, design and execute projects efficiently**

**e) Workshop to identify the challenges and solutions**

- iii. FICCI in association with UMC will mobilize the private and public sector industry expertise to share the smart city vision of Udaipur through campaigning and national/international conferences, thereby promoting Udaipur as a smart city.
- iv. FICCI in association with UMC will align the interest of industry members with those of the government and also will provide technology support to the Udaipur Smart City project through the FICCI smart city committee.
- v. FICCI will assist the UMC through required consultation and advisory inputs on policy advocacy relevant to the development of Udaipur under the smart cities initiative.
- vi. FICCI will also assist the UMC through the process of “City Challenge” competition and thereby support the city to get designated as a smart city.

## **2.2 UMC’s Responsibilities**

- i. UMC will appoint a nodal officer who will be the contact point for the interaction with the UMC and will also be responsible for the smart city initiative.
- ii. UMC will allow FICCI to conduct smart city workshops/ Conferences/ Conclaves as and when required to promote Udaipur as an Investment destination.
- iii. The nodal officer and the consultants appointed by the UMC will work jointly with FICCI to drive the smart city initiative for Udaipur.







### **3 Terms and Termination**

Both the Parties may terminate this MoU at any time by notice with immediate effect if it reasonably believes that its performance, or any aspect of it, results, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason.

### **4 Other Terms:**

#### **4.1 Sharing of Information**

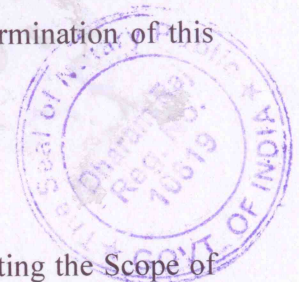
As may be appropriate from time to time, each Party may share information with the other on a regular basis regarding the arrangement under this MoU. Both the parties will be solely and entirely responsible for any third party information or materials, that they will share with each other, with regards to its requisite rights, authorizations or agreements, in place, enabling accessibility and usage of such information.

#### **4.2 Confidentiality**

The Parties agree and acknowledge that sensitive information and confidential data will be exchanged between the Parties pursuant to this MoU. Such data will be marked confidential ("Confidential Information"). Each Party agrees that it will maintain confidentiality of the Confidential Information disclosed to it by the other Party under this MoU and will ensure that this clause is strictly adhered to by its officers, employees, agents, consultants and representatives. In case of expiry or termination of this MoU, each party will promptly return all confidential information, to the disclosing Party upon request after expiry/ termination of this MoU.

#### **4.2 Expense**

Unless otherwise specifically agreed to in writing by the Parties for implementing the Scope of Services, each Party will bear the respective costs of carrying out the obligations under this







MOU. For workshops and conferences, FICCI will provide the content and relevant industry representatives to participate, the venue and logistical costs will be taken care by UMC.

#### **4.3 Counterparts**

The Memorandum of Understanding (MOU) may be signed in any number of counterparts, all of which taken together will constitute one and the same instrument. FICCI and UMC may enter into the MOU by signing any such counterpart and each counterpart may be signed, executed and transmitted by facsimile transmission and will be as valid and effectual as if executed as an original.

#### **4.5 Entire Agreement**

This MoU contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

#### **4.6 Representation**

Each Party hereby represents to the other that it has all necessary power and authority to execute and deliver this MOU.

#### **4.7 Cooperation**

FICCI and UMC acknowledge that they have entered into the Memorandum of Understanding (MoU) in good faith and will cooperate in good faith to achieve the objectives set herein.







In witness whereof, the undersigned Parties have executed this MoU as of the date indicated above:

**On Behalf of**

**Federation of Indian Chambers of  
Commerce and Industry (FICCI)**

By:

Name: Rajeev Dholakia

Title: AVP – Smart Cities, Essel Utilities  
Distribution Co. Ltd.

Date: 30<sup>th</sup> November 2015

**On Behalf of**

**Udaipur Municipal Corporation (UMC)**

By:

Name: Himmat Singh Barhat

Title: Municipal Commissioner, Udaipur  
Municipal Corporation

Date: 30<sup>th</sup> November 2015



**ATTESTED**

**NOTARY DELHI  
(INDIA)**

**-1 DEC 2015**





## Memorandum of Understanding

This **Memorandum of Understanding** (MoU) is made on this 1<sup>st</sup> day of December, 2015, at UDAIPUR, by and between

**Udaipur Municipal Corporation** (hereinafter referred to as "UMC" which expression will include its successors and permitted assigns, unless repugnant to the context or meaning) acting through its current Commissioner Mr. HIMMAT SINGH, on the first part

**ICLEI – Local Governments for Sustainability - South Asia**, the South Asia regional chapter of ICLEI - Local Governments for Sustainability, a global association of local governments dedicated to fostering a sustainable world through performance-based, results-oriented campaigns and programmes" legally represented through its registered office at New Delhi hereinafter referred to as "ICLEI - South Asia" (which expression unless repugnant to the context or meaning thereof includes its successors and assigns) of the OTHER PART.

"UMC" and "ICLEI-South Asia" are individually referred to as "Party" and collectively referred to as "Parties".

### **Whereas,**

1. The Government of India has envisaged "Smart Cities Mission" considering the need for an all-round, socio economic development of the country. The initiative intends to develop 100 cities and towns in the country as smart cities and is expected to generate a large number of opportunities for the industry in terms of deploying state of the art technologies, provision of value added and sustainable services, and, investment opportunities.
2. ICLEI- South Asia is a non-government, not-for-profit organization registered in India. ICLEI - SA is a local governments organisation in India that has been working with cities in India to promote sustainable development focusing on various urban issues such as urban planning, transport, water and waste management, energy management, buildings since being set up in 2005. ICLEI – SA in association with SGArchitects and supported by SHAKTI foundation are supporting UMC for the below described activities till August 2016.



3. The parties are desirous of working jointly in the areas of Smart City Planning and Implementation for Udaipur focusing on Sustainable built environment and transport as part of the objective of achieving the Goals under SMART CITY Mission of the MOUD, GOI, and are developing this MoU to work together in the following areas:
  - 3.1 Reviewing and commenting on the under development Smart City Proposal for its improvement
  - 3.2 Developing and assisting in implementing an action plan for the city focusing on urban transport and sustainable built environment based on the smart city mission objectives and its long term aims.
  - 3.3 Work with city team to assist in implementation stages of the smart city plan upon its approval
  - 3.4 Assist the city to connect with possible innovative implementing partners during the implementation stages in consultation with the city team.
  - 3.5 Develop a information resource package for the city focusing on urban transport and sustainable built environment for the city.
4. To coordinate the above activities each party appoints a focal point for this MOU. These focal point coordinates through personal meetings at least once in every 6 months and through phone calls at least once in 2 months. The focal point also involves their staff as and when necessary.
5. This MoU does not obligate any party to make an undue financial commitment towards its implementation.
6. This MOU shall come into effect on the date first written, and will be reviewed on a rolling basis at the end of every 2 years, and extended by written consent of the Parties.
7. The terms of this MOU are not intended to be legally binding and shall be subject to the final agreement of the Parties to be set out in the individual Project Agreements.
8. Sharing of Information. As may be appropriate from time to time, each Party may share information with the other on a regular basis regarding the arrangement under this MoU. Both the parties will be solely and entirely responsible for any third party information or materials, that they will share with each other, with regards to its requisite rights, authorizations or agreements, in place, enabling accessibility and usage of such information.

9. Confidentiality. The Parties agree and acknowledge that sensitive information and confidential data will be exchanged between the Parties pursuant to this MoU. Such data will be marked confidential ("Confidential Information"). Each Party agrees that it will maintain confidentiality of the Confidential Information disclosed to it by the other Party under this MoU and will ensure that this clause is strictly adhered to by its officers, employees, agents, consultants and representatives. In case of expiry or termination of this MoU, each party will promptly return all confidential information, to the disclosing Party upon request after expiry/ termination of this MoU.
10. Expense. Unless otherwise specifically agreed to in writing by the Parties for implementing the Scope of Services, each Party will bear the respective costs of carrying out the obligations under this MOU. For workshops and conferences, ICLEI – SA will provide the content and relevant industry representatives to participate, the venue and logistical costs will be taken care by UMC.
11. Counterparts. The Memorandum of Understanding (MOU) may be signed in any number of counterparts, all of which taken together will constitute one and the same instrument. FICCI and UMC may enter into the Memorandum of Understanding (MOU) by signing any such counterpart and each counterpart may be signed, executed and transmitted by facsimile transmission and will be as valid and effectual as if executed as an original.
12. Entire Agreement. This MoU contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.
13. Representation. Each Party hereby represents to the other that it has all necessary power and authority to execute and deliver this MOU.
14. Cooperation. ICLEI South Asia and UMC acknowledge that they have entered into the Memorandum of Understanding (MoU) in good faith and will cooperate in good faith to achieve the objectives set herein.





15. Arbitration. Any dispute between the parties which cannot be amicably resolved between the Parties shall be referred to arbitration to be conducted in accordance with the arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi. The language to be used in the arbitration shall be the English language exclusively and any award shall be made in the English language. The arbitral tribunal shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
16. This MOU shall be governed by and constructed in accordance with the Laws of India.

**IN WITNESS THEREOF**, each of the Parties have executed this MOU on the date first written above in this MOU.

**For Udaipur Municipal Corporation**

**For ICLEI - South Asia**

Signature  
(Shri Himmat Singh)  
Commissioner, UMC

Signature  
(Ashish Rao Ghorpade)  
Regional Executive Manager, ICLEI - SA



**MEMORANDUM OF UNDERSTANDING  
(Strategic Partnership)**

**THIS MEMORANDUM OF UNDERSTANDING ("MoU") is entered into as on this 11<sup>th</sup> day of Dec., 2015 ("Effective Date") at New Delhi by and:**

**BETWEEN**

**Danish Water Forum, a Danish organization, representing Danish research groups, universities, companies and government agencies and having a registered office at Agern Alle 5, Horsholm, Denmark (Hereinafter referred to as The Danish Water Forum) on the one part**

**AND**

**Udaipur Municipal Corporation, having its office at Airport Road, Sundarwas, Ganapati Nagar, Udaipur, Rajasthan, India (Hereinafter referred to as The Udaipur Municipal Corporation) on the other part**

**The Danish Water Forum and The Udaipur Municipal Corporation wish to forge Strategic Partnership in the area of Knowledge Sharing in water and related sectors for the Municipality of Udaipur, Rajasthan, India.**



## **ARTICLE 1 – OBJECTIVE**

The objective of this MOU is to promote a mutually beneficial partnership between the Parties in the field of environmental sustainability in the water sector.

## **ARTICLE 2 – PRIORITY AREAS FOR COOPERATION**

1.1. The Parties have identified following high priority areas for cooperation under the framework of this MOU:

- a. Lake restoration
- b. Water pollution control including wastewater treatment, sewage management, stormwater management etc;
- c. Water supply including ground water abstraction and treatment, water distribution management, non-revenue water and water safety planning;
- d. Clean technologies including:
  - i. Clean water technologies;
  - ii. Wastewater processes and sludge handling technologies ;
  - iii. Water quality and quantity monitoring technologies ; and
  - iv. Technologies to support substitution of harmful chemicals in processes and products.

1.2. With mutual consent, the Parties may add additional areas subsequently.

## **ARTICLE 3 – COOPERATION POSSIBILITIES**

Cooperation between the Parties under this MOU may be conducted in the form of:

- a. Linking Danish members to The Udaipur Municipal Corporation for specific projects and general exchange of knowledge;
- b. Exchange of information and documentation;
- c. Exchange visits by experts, scholars and delegations;
- d. Collaborative projects and
- e. Other forms of cooperation as mutually agreed upon.

The Parties agree to enter into separate agreements on a case to case basis, should such need arise.

## **ARTICLE 4 – INTELLECTUAL PROPERTY**



If any Intellectual Property Rights (IPR) are developed while implementation of this MOU, both Parties shall jointly own the same and shall adopt appropriate measures to protect such IPR. The conditions for the acquisition, maintenance and commercial exploitation of such IPR over possible products and/or processes will be defined in the specific programs, contracts or working plans, which shall also set out the conditions regarding the confidentiality of information whose publication and/or disclosure might jeopardize the acquisition, maintenance and commercial exploitation of IPR obtained under this MOU.

#### **ARTICLE 5 – CONFIDENTIALITY OBLIGATIONS**

The Parties shall hold this MOU and all information relating to this MOU in confidence, except for: (a) such disclosures as may be necessary in effecting the transactions contemplated in this MOU, (b) such disclosures of information as may be required by law or court order and (c) such disclosures of information which are publicly available or otherwise available from third parties. The foregoing shall not prohibit any Party from disclosing this MOU or such information to its attorneys, accountants or advisors.

#### **ARTICLE 6 – JOINT WORKING GROUP**

Each Party shall designate one contact person to ensure transfer of information, knowledge and contacts relating to this MOU. Each year the Parties shall draft a report on events of the year. A Joint Working Group (“Group”) will be constituted to coordinate the work being undertaken under this MOU.

This Group shall meet alternatively in India and Denmark to review and analyze the progress of activities and shall keep both Parties duly informed of such progress and achievements and also submit an annual report on the developments.

#### **ARTICLE 7- COSTS & EXPENSES**

Unless expressly agreed otherwise between the Parties in writing, each Party shall bear its own costs and expenses in connection with the transactions contemplated by this MOU.



## **ARTICLE 8 - OBLIGATIONS**

The Parties reserve the right to re-visit or modify issues, objectives or principals in good faith in the event a prejudice would result if there are other laws, regulatory or economic issues which may be applicable to this MOU.

## **ARTICLE 9 – AMENDMENTS TO THE MOU**

This MOU may be amended at any time by the mutual written consent of the Parties.

## **ARTICLE 10 – GOVERNING LAW & DISPUTE RESOLUTION**

This MOU shall be governed, construed and interpreted in accordance with the laws of India. Any dispute relating to the interpretation or implementation of this MOU shall be resolved through consultations between the Parties.

## **ARTICLE 11 – RESPONSIBILITIES**

Danish Water Forum, acting on behalf of its members, shall not be held responsible financially or otherwise for any subsequent independent transactions between its members and The Udaipur Municipal Corporation. In case such disputes arise, they shall be resolved between the involved members and Udaipur Municipal Corporation, without involving Danish Water Forum. It is clearly understood by both Parties that this MOU is purely an understanding and has no legal binding or any financial commitment/obligation on either Party.

## **ARTICLE 12 – TERM & TERMINATION**

This MOU shall come into force from the Effective Date and shall be valid for two (2) years and may be renewed for a further period of two (2) years on mutual consent.

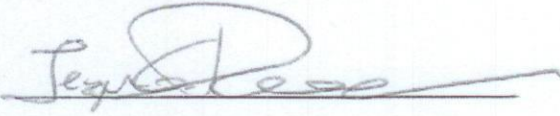
Either Party may terminate this MOU by giving one (1) month written notice to the other Party.

Termination will not affect activities already under implementation under this MOU.

Executed on 11 day of Dec.2015.

WHEREOF, the undersigned have executed this Agreement as of the date first above written

**For Danish Water Forum**

By 

**Mr. Jesper G Dannisoe**

Convenor

Danish Water Forum

11 Day of Dec.2015

**For Udaipur Municipal Corporation**

By 

**Mr. Sidharth Sihag IAS**

Commissioner

Municipal Corporation Udaipur

11 Day of Dec.2015





**Memorandum of Understanding  
between  
Udaipur Municipal Corporation ("UMC")  
and  
Sir Padampat Singhania University ("SPSU")  
in relation to  
Udaipur Smart City Project**



राजस्थान RAJASTHAN

06 AUG 2015

88AA 910275

**Memorandum of Understanding between Udaipur Municipal Corporation ("UMC") and Sir Padampat Singhania University ("SPSU") in relation to Udaipur Smart City Project**

This "non-binding" Memorandum of Understanding (MOU) is made in Udaipur, India on Wednesday day of November 18, 2015 between the undersigned:

**Udaipur Municipal Corporation, Udaipur (UMC)**

Udaipur Municipal Corporation is the municipal corporation of Udaipur city in Rajasthan state of India. The corporation has 55 municipal wards and Chandrasingh Kothari is the mayor. The city had city council that was converted into Municipal Corporation in 2013.

AND

**Sir Padampat Singhania University, Udaipur (SPSU)**

The Sir Padampat Singhania University has been established by Indian laws in 2007 with the objective to undertake research and studies in disciplines as the University may determine from time to time and to achieve excellence and impart and disseminate knowledge in those disciplines.



## Agreement

The Memorandum of Understanding ("MOU") shall take effect on the date it is made and shall continue for a period of three years.

## Purpose of Collaboration

Based on the principle of equality and mutual benefits, the UMC and SPSU agree to enter into a collaboration to implement the Udaipur smart city project in the city of Udaipur, Rajasthan.

### 1. UMC Responsibility

Udaipur Municipal Corporation undertakes the following:

- a) To place the SPSU logo on the home page of the Udaipur Smart City project website with a direct link to the website of SPSU [www.spsu.ac.in](http://www.spsu.ac.in) as a partner in the Udaipur Smart City project.
- b) To issue a Certificate of Partnership to SPSU for the implementation and achievement of the Udaipur Smart City project.
- c) To issue to each of the SPSU faculty and student involved in the Udaipur Smart City project a Certificate of Participation. The names of such faculty and students will be provided by SPSU.

### 2. SPSU Responsibility

Sir Padampat Singhania University undertakes the following:

- a) To provide the UMC logo on the SPSU website homepage as a partner in the Udaipur Smart City project.
- b) To provide the university human resources including faculty and students to help UMC implement the Udaipur Smart City project.
- c) To provide the university academic infrastructure including computer science laboratories for the implementation of the Udaipur Smart City project.

### 3. Legal Effect of this Agreement

This MOU outlines the framework of a working relationship between the parties, except as expressly noted, it is not intended to constitute a contract, but is built on goodwill and binding in honour only and neither party can commit the other financially or otherwise to third parties.



4. **Confidentiality**

Each party shall keep confidential all information or material acquired or produced in connection with this agreement.


5. **Standards of Performance**

The parties agree that all obligations under the MOU and any agreement resulting from the MOU shall be performed in a manner protective of a standard consistent with both parties' reputation for excellence and integrity.


6. **Termination**

Either party may terminate this MOU by providing a minimum of six months written notice to the other party.

Signed on behalf of  
**Udaipur Municipal Corporation**  
Udaipur

By   
Name :  
Title :  
Date :

Signed on behalf of  
**Sir Padampat Singhania University**  
Udaipur

By :   
Name : **Ashok Ghosh**  
Title : **President**  
Date : 18/11/2015





राजस्थान सरकार  
नगरीय विकास एवं आवासन विभाग

क्रमांक: 4030एफ 1/32 नचिना/2/03 जयपुर, दिनांक:

5-5-30

अधिबूचना

राजस्थान नगर सुधार अधिनियम, 1959-1959 का राजस्थान अधिनियम सं० 35 की धारा 4 और 60 के भाग बलित धारा 74 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान नगर सुधार न्याय-नगरीय विभाग का निर्देशनियम, 1974 में इसके द्वारा निम्नलिखित संशोधन करती है और उक्त अधिनियम की धारा 74 की उप-धारा 12 के परन्तुक के प्रति निर्देश से आदेश देती है कि इन नियमों को पूर्व प्रकाशन से अभिवृत्त किया जाये क्योंकि राजस्थान सरकार का यह है कि इनमें लोकापित में तुरन्त प्रवृत्त किया जाना चाहिए, अर्थात:-

संशोधन

उक्त नियमों में,-

1. नियम 6 के खण्टीकरण उच्छ में, मद सं० 3 के परन्तुक निम्नलिखित मद सं० 4 जोड़ी जावेगी,-
2. "4, विभाग कीमत का 15% भाग जो नगर सुधार न्याय-स्तीमों के रखरखाव के लिए नगरपालिकाओं को अन्तर्गत किया जाना है."

राज्यपाल के आदेश से,

शारदा कुमारी  
उपशासन सचिव

1. अधीक्षक, राजकीय केन्द्रीय पुस्तकालय, जयपुर कृपया इस अधिवृत्तना को राजस्थान राजपत्र के असाधारण अंक में प्रकाशित कर एक की प्रतिलिपि इस विभाग को भिजवाये की व्यवस्था करें।
2. अधिवृत्तना, नगर विकास न्याय
3. सचिव, जयपुर विभाग प्राधिकरण, जयपुर।
4. सचिव, राजभाषा विभाग, जयपुर।
5. मुख्य नगर नियोजक, जयपुर।
6. निर्देशक, आवासन विभाग, जयपुर।
7. परीक्षक, स्थानीय विभाग, जयपुर।
8. सभी नगरपालिकाएँ।

श्यामस्त

शारदा कुमारी  
उपशासन सचिव

कोल:

Mc.  
 Letter to Chairman  
 U.I.T regarding  
 matter 21.1.98

राजस्थान सरकार  
 नगरीय विकास विभाग-1 विभागा जयपुर, दिनांक: 24.12.97

1. 1832 नविआ/TA/83  
 सचिव,  
 जयपुर विकास प्राधिकरण,  
 जयपुर।

सचिव,  
 नगर विकास न्याय,  
 अजमेर, अलवर, भरतपुर, बोकानेर, भीलवाड़ा,  
 श्री गंगानगर, जोधपुर, कोटा, उदयपुर।

महापौर,  
 नगर निगम,  
 जयपुर, जोधपुर, कोटा।

अध्यक्ष पंचायत,  
 नगर पौरसद,  
 अजमेर, अलवर, भरतपुर, बोकानेर, भीलवाड़ा,  
 श्री गंगानगर, उदयपुर।

A.O.  
 पालिका पत्र

4653  
 6-2-98

20.12.98  
 29.35/98  
 11/12/98

MAA  
 23.12.98

विषय :-

भूमि विच्छेद से प्राप्त धनराशि का 15 प्रतिशत भाग नगर निगम/नगर पौरसद को स्थानान्तरित करने बाबत।

उपरोक्त विस्तारित जानकारी ध्यान रख विभाग के कार्यालय पत्र दिनांक 22.7.83, 15.9.89 एवं 20.7.95 को सान्नीध्य मंत्री नगरीय विकास विभाग को अधिकाधिक में हुई बैठक में हल संबंध में लिखे गये निर्णय एवं विभागीय परिपत्र दिनांक 15.1.97 को और आकांक्षित कर लेय है कि राज्य सरकार के यह ध्यान में लाया गया है कि कुछ नगर विकास न्याय/प्राधिकरणों द्वारा संबंधित नगर निगम/नगर पौरसद/पालिकाओं को भूमि विच्छेद से प्राप्त आय का 15% भाग हस्तान्तरित नहीं किया जा रहा है अथवा आंशिक राशि हस्तान्तरित की गई है या पुराने प्रकरणों के संबंध में न्याय एवं नगर पालिका/पौरसदों के संधि विवाद चल रहा है।

विभागीय परिपत्र दिनांक 15.1.97 द्वारा उक्त संबंध में भूमि विच्छेद से प्राप्त होने वाली आय को हस्तान्तरित करने के संबंध में स्पष्ट दिशा निर्देश जारी किये गये थे कि सभी नगर विकास न्याय/प्राधिकरण प्रत्येक माह में भूमि विच्छेद से प्राप्त होने वाला आय का 15 प्रतिशत भाग सत्वात प्रभाव से अलग बंध जाता जोल कर प्रत्येक माह में जमा करवायेगी एवं उक्त 15 प्रतिशत राशि बैंक जाते में जमा करवाने के पश्चात अगले माह अन्त राशि बैंक से नगर पालिका/पौरसद/निगम को 15 तारीख तक भुगतान कर देंगे। नगर पालिका/पौरसद/निगम इस राशि का उपयोग न्याय स्कीम क्षेत्रों के पूंजी उन्हें हस्तान्तरित हुई है रज-रजव, स्कार्प, नदों एवं विद्युत व्यवस्था पर व्यय करेंगी।

4.3.1298  
 2/208

इसकी प्रतिलिपि राजस्थान सरकार में 2  
 1/ अगली 15 राजस्थान सरकार में  
 1/ के लिये  
 7/12/98



विकास न्याय/प्राधिकरण संबंधित नगर निगम/नगर परिषद की पूर्ण लिखित  
 त्ति के बिना नगर निगम/नगर परिषद क्षेत्र में अपने अधिकारों से विकास कार्य नहीं  
 शरुं। यदि नगर विकास न्याय वा जयपुर विकास प्राधिकरण बिना नगर निगम  
 नगर परिषद की स्वीकृति के कोई कार्य नगर निगम/परिषद के सीमा क्षेत्र में शरुवाता  
 तो उस कार्य को लागत की कटौती या उसकी देउभाल पर हुए खर्च की कटौती इस  
 5% नोलामी राशि में से नहीं की जा सकेगी परन्तु यदि नगर निगम/परिषद की  
 लिखित सहमति से कार्य शुरु है तो ऐसा किया जा सकेगा। नगर निगम/नगर परिषद  
 नगर पाठिका/प्राधिकरण/न्याय की योजनाओं में जो भी विकास कार्य बिना लिखित  
 स्वीकृति के नहीं करेंगे।

जिन संस्थाओं में पूर्व की बकाया राशियों में विवाद चल रहा है, उन संस्थाओं  
 के अध्यक्ष/सचिव/मु. अ. अधिकारी अधिकारी/आयुक्त/अध्याजी अधिकारी बैठक आयोजित  
 कर विवाद/संदेह बिन्दुओं का अपने स्तर पर निराकरण करेंगे। यदि फिर भी ऐसे  
 किन्हीं बिन्दुओं का निराकरण न हो पाये तो उनका पूर्ण विवरण दोनों संस्थाओं इस  
 विभाग को प्रेषित करेंगे। ऐसा विवरण प्राप्त होने पर इन संस्थाओं को मु. अ. बैठक  
 आयोजित कराकर विवाद/संदेह मुद्दे की समीक्षा कर उसका निराकरण इस विभाग द्वारा  
 किया जायेगा।

अतः पुनः सभी संबंधित-प्राधिकरण/न्याय का ध्यान उक्त वर्णित निर्देशों को ओर  
 आकर्षित कर पुनः निर्देशित किया जाता है कि भावेक में प्राधिकरण एवं सभी न्याय  
 प्रत्येक मास में भूमि के विक्रय का विवरण एवं बकाये प्राप्त राशि तथा नगर निगम/परिषद  
 पाठिका को स्थानान्तरित राशि का सम्पूर्ण विवरण अलग प्रारूप में इस विभाग को  
 प्रत्येक मास की 15 तारीख तक भिजवाना सुनिश्चित करेंगे।

अतः न्याय, प्राधिकरण, नगर निगम/परिषद अपने प्रत्येक बोर्ड/निगम/परिषद की  
 बैठक में इसकी सुनेटारिंग करेंगे।  
 नगरीय मण्डल के आदेशों एवं माननीय सत्री, नगरपालिका/नगर निगम/परिषद को अध्यक्षता  
 में दिनांक 20.7.95 को विद्ये गये निर्देश एवं विभागीय परिपत्र दिनांक 16.11.97 एवं  
 इस परिपत्र के अनुष का वाहो को जावे। इन आदेशों की दृढ़ता से पालना सुनिश्चित  
 की जावे एवं पालना रिपोर्ट इस विभाग को भिजवाये जावे। जयपुर विकास प्राधिकरण  
 नगर विकास न्याय सचिव व नगर परिषदों के आयुक्तों की मीटिंग में भी इसे समझ  
 संच. पर  
 किया जायेगा।

परमेश वन्दर  
 शासन सचिव



513

1

राजस्थान सरकार  
नगरीय विकास विभाग

जयपुर, दिनांक: 1.7.99

क्रमांक: प० 1/32/नविआ/1/83

सचिव,  
जयपुर विकास प्राधिकरण, जयपुर  
जयपुर नगरीय विकास,  
नगर सुधार न्यास,

विषय:- भूमि विक्रय से प्राप्त आय का 15% न.नि./न.पा./न.प.  
को हस्तान्तरित करने बाधत।

महोदय,

उपरोक्त विषयान्तर्गत आपका ध्यान इस विभाग के अससंयुक्त पत्र दिनांक 22.7.83, 15.9.89 एवं 20.7.95 को माननीय मंत्री नगरीय विकास विभाग की अध्यक्षता में लिए गये निर्णय तत्परचात जारी विभागीय परिपत्र दिनांक 16.1.97, 24.12.97 की ओर आकर्षित कर निर्देशानुसार लेख है कि राज्य सरकार के निर्णय में कहा है कि कुछ नगर विकास न्यासों/प्राधिकरण द्वारा संबन्धित न.नि./न.पा. को भूमि विक्रय से प्राप्त आय का 15% भाग हस्तान्तरित नहीं किया जा रहा है अथवा आर्थिक राशि हस्तान्तरित की गई है। नगरीय परिपत्र दिनांक 24.12.97 में इस संबंध में विस्तृत निर्देश जारी किये गये थे। संवेधानुसार दिनांक 24.12.97 के अन्तर्गत परिपत्र की जाये एवं परिपत्र दिनांक 24.12.97 के अन्तर्गत प्रत्येक माह की 15 तारीख तक सूचना भिजवाई जानी अपेक्षित थी परन्तु किसी भी न्यास/प्राधिकरण से इस प्रकार की सूचना इस विभाग को प्राप्त नहीं हुई है जो मंत्रीमण्डल के आदेशों एवं विभागीय परिपत्र दिनांक 24.12.97 की अवहेलना है।

अतः पुनः सभी सचिव, प्राधिकरण/न्यास का ध्यान उपरोक्त संदर्भित निर्देशों की ओर आकर्षित कर पुनः निर्देशित किया जाता है कि अविषय में न्यास/प्राधिकरण प्रत्येक माह में भूमि के विक्रय से प्राप्त राशि एवं नगर निगम/परिषद/पंचिका हस्तान्तरित राशि का पूर्ण विवरण अलग प्रपत्र में इस विभाग को प्रत्येक माह की 15 तारीख तक भिजवाना सुनिश्चित करेंगे। 1. भूमि विक्रय में प्राप्त राशि को नगरीय विकास प्राधिकरण के विक्रय एवं आक्रेटन चार्ज रिवायती दरों पर हो अथवा पूरी दरों पर शासित कर उसकी 15% राशि न.नि./न.पा./न.पा.को हस्तान्तरित की जानी चाहिए। इस आदेश की दृढ़ता से पालना सुनिश्चित की जाये एवं पालना रिपोर्ट इस विभाग को भिजवाई जाये यदि किसी संस्था द्वारा इन निर्देशों की पालना नहीं की गई तो उनके विरुद्ध कठोर कार्यवाही की जायेगी।

भवदीय,

शासन उप सचिव  
ATO





एक दिन राशि केवल तब देय होगी जब सड़क से मिलने वाले स्थल सहित मूल सुख-सुविधाएँ नगर के लिए आरक्षित स्थल पर होटल के प्रयोजन के निर्माण के प्रयोजन के लिए प्रती की उपलब्ध कराई जायेगी।  
 1998 (2) WLN 554 (Raj) = 1999 (1) RLR 43 (Raj) = 2000 (1) DNU 172 (Raj)

**1[Rule 6-A.** Urban Improvement Trust shall transfer 15% share of the sale/allotment/regularization price of the land to the Municipal Corporation/Council/Municipalities, as the case may be, for maintenance of scheme of the Urban Improvement Trust.

Provided that in the case of land placed at the disposal of Urban Improvement Trust under Section 102-A of The Rajasthan Land Revenue Act, 1956 after depositing the 40% of DLC land rate, the above 15% share shall be calculated after deducting the above deposited amount.]

**1नियम 6-क.** नगर सुधार न्यास की योजना के रख-रखाव के लिए नगर सुधार न्यास नगर निगम/परिषद्/नगर पालिकाओं, यथास्थिति, को मूँमि के विक्रय/आवतन/विनियमितकरण के 15 प्रतिशत अंश का अन्तरण करेगा।

परन्तु डीएलसी मूँमि दर के 40 प्रतिशत को नियोचित करने के पश्चात् राजस्थान नगर सुधार न्यास अधिनियम, 1956 की धारा 102-क के अधीन नगर सुधार न्यास के निस्तरण पर रखी गयी मूँमि के मामले में उपरोक्त 15 प्रतिशत अंश की गणना उपरोक्त नियोचित राशि की कटौती करने के पश्चात् की जायेगी।]

**Rule 7. Liability for Urban Assessment or Ground Rent.—(1) Rate Urban Assessment or ground rent shall be fixed on the basis of the reserve price at 2.5% in case of land given on lease for residential, educational, social and charitable institutions (medical clinics and nursing homes), (Tourism unit, Multiplex unit and Auditorium) purposes and 5% in case of land given on lease for commercial and other purposes.**

Provided that the State Government shall have powers to permit charging urban assessment on such rates, terms and conditions as may be specified by the State Government on merits of each case, where the land is allotted under Rule 18.

**(2) Revision.**—The urban assessment or ground rent once fixed under these rules shall be liable to revision after every 15 years and also at such transfer by sale or gift otherwise and such increase shall at each stage be 25% of the urban-assessment or ground rent at the time of such revision or transfer, as the case may be:

**1[Provided that if the land/building allotted under Rules 18-B and 18-C has been transferred by way of sub-lease by the lessee, the above provision of increase on transfer in urban assessment shall not be applicable.]**

**1[(3) (i)** The urban assessment shall be charged from the date, on which the possession of the plot/building shall be given.

**(ii)** Full urban assessment shall be charged on the plot after five years before which the construction of a house or a building shall be completed, for the first five years only half of the urban assessment shall be charged.]

**(4) Urban Assessment (Ground Rent) to be credited to the consolidated fund of the Government.**—The urban assessment or ground rent shall be deposited with the Government by the 31<sup>st</sup> of March each year to be credited to the consolidated fund of the Government:

<sup>1</sup> Substituted by Notification No. F.12 (14) UD/H/06-149, dated 08.03.2006.

<sup>2</sup> Inserted by Notification No. F.9 (15) UD/J/2001, dated 15.01.2002.

<sup>3</sup> Substituted by *ibid*.

Provided that (a) 10% rebate shall be admissible on the assessed amount of urban assessment or ground rent in case of payment by an assessee before the expiry of the date of payment, (b) 140% of the collected amount may be retained by the Trust by way of service charge for the collection of urban assessment or ground rent:

Provided further that the assessee may, if he so desires, deposit one time urban assessment or ground rent which would be equal to eight times of full yearly urban assessment, including the year in which the payment is made. Such a payment would exempt the assessee or transferee from further liability of payment of urban assessment on the leased property. Forty percent of the collected amount may be retained by the Trust as a service charge for the collection and sixty percent amount shall be deposited with Government as Government receipts.

**(5) Interest on late payment of urban assessment (ground rent).**—If the urban assessment or ground rent is not deposited in time, then the interest at the rate of 12% per annum shall be charged.

**(6) Recovery of urban assessment (ground rent).**—The arrears of Urban Assessment or ground rent together with interest shall be recovered under the provisions of the Rajasthan Public Demands Recovery Act, 1952.

**नियम 7. नगरीय निर्धारण या मूँमि किराया के लिए दायित्व—(1) दर नगरीय निर्धारण और मूँमि किराया आवासीय, शैक्षणिक, सामाजिक और पुण्यार्थ संस्थाओं, चिकित्सा क्लिनिक एवं नर्सिंग होम, पर्यटन इकाई, मल्टीप्लेक्स इकाई और समा-भवन के प्रयोजनों के लिए पट्टे पर प्रदान मूँमि के मामले में 2½ प्रतिशत संवय मूल्य और वाणिज्यिक तथा अन्य प्रयोजनों के लिए पट्टे पर प्रदान मूँमि के मामले में 5 प्रतिशत संवय मूल्य के आधार पर निर्धारित किया जायेगा।**

परन्तु राज्य सरकार के पास ऐसी दरो, निबंधनों और शर्तों पर, जिन्हें राज्य सरकार द्वारा प्रत्येक मामले की शर्त पर विनिर्दिष्ट किया जाये, नगरीय निर्धारण प्रमांनित करने की शक्ति होगी, जहां मूँमि नियम 18 के अधीन आवंटित की जाती है।

**(2) पुनरीक्षण.**—इन नियमों के अधीन एक बार नियत किया गया नगरीय निर्धारण या मूँमि किराया प्रत्येक 15 वर्षों के पश्चात् और विक्रय द्वारा या उपहार द्वारा या अन्यथा ऐसे अंतरण पर की पुनरीक्षण हेतु दायी होगा और ऐसी वृद्धि प्रत्येक स्तर पर ऐसे पुनरीक्षण या अंतरण, यथास्थिति के समय नगरीय निर्धारण या मूँमि किराया के 25 प्रतिशत होगी।

परन्तु यदि नियम 18-ख और 18-ग के अधीन आवंटित मूँमि/भवन पट्टेधारी द्वारा उपरोक्त प्रावधान लागू नहीं होगा।]

**13.(i) नगरीय निर्धारण** उस तिथि से प्रमांनित किया जायेगा, जिस पर प्लॉट/भवन का अधिपत्य प्रदान किया जायेगा।

**(ii) पूर्ण नगरीय निर्धारण** पांच वर्षों के पश्चात् प्लॉट पर प्रमांनित किया जायेगा, जिससे पहले भवन या भवन का निर्माण पूर्ण किया जायेगा, केवल पहले पांच वर्षों के लिए, नगरीय निर्धारण का केवल आधा प्रमांनित किया जायेगा।]

**(4) नगरीय निर्धारण (मूँमि किराया) का सरकार की समेकित भिन्धि में क्रेडिट किया जाना.**— नगरीय निर्धारण या मूँमि किराया न्यास के पास प्रत्येक वर्ष 31 मार्च तक नियोचित किया जायेगा, और सरकार की समेकित भिन्धि में क्रेडिट किया जायेगा, परन्तु



राजस्थान सरकार  
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क्रमांक : DLB/STP/Udr. Heritage( )/15/2037

दिनांक : 30/7/2015

आयुक्त,  
नगर निगम उदयपुर।

विषय:- उदयपुर विरासत संरक्षण योजना के अन्तर्गत डीपीआर स्वीकृत कराने बाबत।  
सन्दर्भ:- आपका पत्र क्रमांक निविजा/14-15/887 दिनांक 09.03.2015 के क्रम में

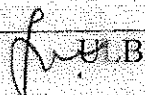

उपरोक्त विषयान्तर्गत सन्दर्भित पत्र के साथ संलग्न मैसर्स धरोहर द्वारा उदयपुर शहर के अंदर आने वाले मुख्य बाजारो हेतु तैयार विस्तृत परियोजना रिपोर्ट (DPR) को एतत् द्वारा निम्न शर्तों के अध्याधीन अनुमोदन की वितीय, प्रशासनिक एवं तकनीकी स्वीकृति दी जाती है।

- विस्तृत परियोजना रिपोर्ट (DPR) अनुसार 12 करोड़ का व्यय प्रस्तावित किया गया है राज्य सरकार के स्तर पर बजट की अनुपलब्धता के कारण DPR में प्रस्तावित विरासत संरक्षण कार्य नगर निगम उदयपुर को स्वयं के स्रोत अथवा भविष्य में केन्द्र/राज्य सरकार से नगर निगम को प्राप्त होने वाले विरासत संरक्षण योजना के मद में से किया जाना होगा।
- नगर निगम द्वारा तैयार की गई DPR को निगम बोर्ड से नियमानुसार अनुमोदन कराया जाना होगा।
- विस्तृत परियोजना रिपोर्ट अनुसार प्रस्तावित विरासत संरक्षण कार्यों की क्रियान्विति हेतु एक स्थानीय समिति का गठन किया जाना होगा जिसमें सम्बन्धित वार्ड पार्षद एवं स्थानीय प्रतिनिधियों को भी सम्मिलित किया जाना होगा।
- विस्तृत परियोजना, रिपोर्ट अनुसार प्रस्तावित कार्यों की क्रियान्विति नियमानुसार प्रक्रिया अपनायी जाकर की जावे।
- विस्तृत परियोजना, रिपोर्ट अनुसार प्रस्तावित कार्यों की क्रियान्विति विरासत संरक्षण के कार्यों के विशेषज्ञ के तकनीकी सुपरविजन में किया जावे, एवं कार्यों की गुणवता सुनिश्चित की जावे।

(पुरुषोत्तम बियाणी)  
निदेशक एवं पदेन संयुक्त सचिव

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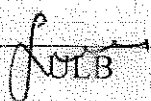
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EESL

## 1 PARTIES TO THE AGREEMENT

This AGREEMENT is between the following two parties

1. Urban Local Body, Government of Rajasthan
2. Energy Efficiency Services Limited (EESL)

## 2 BACKGROUND

LSG has invited EESL to facilitate the supply, installation, commissioning, service and maintenance of LED Street Lights including their post installation maintenance and warranty replacement during the project period. In response thereto, EESL has agreed to facilitate installation of the latest LED street light technology as replacements to the existing conventional streetlight fixture. EESL shall facilitate the achievement of energy savings, O&M works which are needed to ensure a healthy system, rectification work based on consumer complaints and establishing project monitoring cell in coordination with the respective ULB.

## 3 Concept of the Project

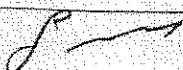
The complete investment for the project would be borne by EESL. The project financing would be done using debt and equity in the ratio of 80:20. EESL shall undertake project implementation on its own or through an implementation partner, with EESL acting as a facilitator. All capital investment and operational expenditure required for the in-scope project tasks shall be arranged by EESL. The cost recovery of the same shall be done by monetizing energy savings achieved as part of the project implementation done, through retrofitting of conventional street lights fixtures with LED street light fixtures.

The repayment to EESL shall be on deemed savings basis, which would be calculated based on the results of the pilot & the total number of street lights installed in the respective ULB; these repayments would be spread over sufficient period of time to cover all costs.

## 4 SCOPE

This AGREEMENT provides a framework for implementation of energy efficiency measures in street lights in the ULBs under the administrative control of LSG in the State of Rajasthan. The implementation will be done by EESL or jointly with any implementation partner or through an implementation partner with EESL acting as a facilitator. The entire upfront capital cost of energy efficiency interventions, including field audit, annual maintenance, warranty replacement, establishment of project monitoring cell, dedicated call centre for handling complaints, O & M, needed pole cabling work for making a healthy system, shall be through EESL.

EESL shall replace the existing conventional streetlight fixtures with LED streetlight fixtures; and the wattage of the LED fixtures shall be determined as suitable in accordance to maintain or improve existing lux levels. In

 ULB

 EESL



case of any variations in the specified numbers of fixtures as declared by participating ULBs, the same shall be accounted and will be brought to the notice of LSG and ULBs before replacement and such adjustment in quantity variations, at actual, shall result in adjustment of annuity receivable by EESL from LSG & ULBs.

EESL, as per the directions of the ULB, will take up implementation of LED based energy efficient street lights in the respective Urban Local Bodies (ULBs) in a manner that the entire ULB is appropriately covered, in a time span of 12-16 weeks.

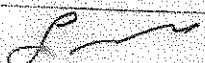
## **5 OBLIGATIONS OF THE PARTIES**

### **5.1 ULB**

1. ULB shall provide all approvals, permissions and necessary support as required during project preparation, implementation and service period under this agreement.
2. ULB shall provide, grant of all such permissions, authorizations which EESL or their authorized vendor/representatives may require or is obliged to seek from ULBs, in connection with implementation of the project and the performance of its obligations under this agreement.
3. In case of dispute or an ambiguity between the EESL and ULB, the LSG shall have the obligation to resolve the dispute/ambiguity.
4. LSG shall facilitate deployment of third party inspection which can be by SDA Rajasthan /BEE or any other mutually agreed party. The expenditure of third party inspection shall be as per actual and charged as per the project cost.
5. ULB shall appoint a nodal officer (for the respective ULB), who will be the part of project monitoring cell and shall work with EESL to enable successful LED project implementation, in the respective ULB.

### **5.2 EESL**

1. Baseline estimation to assess- reduction on actual energy consumption, number of street lights in actual operation for each type, hours of operation of each type and tariff.
2. EESL shall conduct only one pilot in one of the mutually identified ULBs and the outcome of the same shall be added in the MoU as annexure.
3. Project Management including calculation of energy savings, project preparation, issuance of bids, evaluation and selection of implementing agency based on open competitive bidding, as per prevailing Rules.
4. Implementation of LED lights including supply, installation and commissioning, as per the agreed schedule. A tentative schedule is placed at Annexure 1.

 ULB

  
EESL

5. Operation & Maintenance of the lights during the contract period. For AMC payments and its escalations, kindly refer "Payment Terms" section.
6. EESL shall hand over the existing street lights which have to be replaced by LED, to respective ULBs, at actual condition. If there is no fixture found on the pole, the same should be recorded by concerned official of EESL and respective ULB. The receiving certificate, of the same shall be issued by the competent authority of the respective ULB.
7. EESL shall facilitate in ensuring ULBs undertake necessary infrastructure development (identified & included as part of the project cost) as maybe required to ensure healthy uninterrupted operation of LED lights that may include-- providing appropriate pole cabling, phase wire work, fuse box, surge protector, earthing arrangements, clamps, nut-bolts, brackets and arm only, where ever necessary.

**Project Implementation Deliverables:**

1. EESL shall rectify LED faults within 48 hours of intimation failing which a penalty of Rs. 25 per day per lamp shall be deducted from EESL's monthly payments.
  2. EESL shall maintain a minimum uptime of retrofit luminaries of 95% excluding the period of non-availability of power supply. The following will be the performance requirement for replacement that EESL agrees to under this MoU:
  3. (a) To replace the defective/ non burning LED lights within 48 hours of the reported failure. Starting of failure period for record will be based on the report from CCMS system. In the absence of CCMS starting of failure for record will be by ULB authorized representative. Penalty for non-fulfillment after 48 Hrs is reckoned as follows.  
Penalty= 2 [(wattage of defective LED lights) X 11 hours X no. of days of default beyond 48 hours X tariff]
  - (b) To keep adequate quantities of spare LED lights in order to enable speedy replacement.
  - (c) In case of default by EESL on any of the above, including maintaining uptime of lights of 95%, a penalty equivalent to 2 times the monetized value of energy savings from the defective/ non burning lamps will be deducted from EESL monthly payment. The penalty will be reckoned as follows.  
Penalty= 2 [(wattage of defective LED lights) X 11 hours X no. of days of default beyond 48 hours X tariff]
- Note:** Penalty shall be given as per points 1 and 3 (a) as above, whichever is higher.
4. EESL shall replace all existing conventional streetlight fixture, with LED fixtures, (excluding LED fixtures already installed) in the jurisdiction of ULBs
  5. The LED fixtures shall be replaced as point to point replacement of existing conventional streetlight fixtures i.e., both functional/non-functional fixtures shall be considered for replacement.
  6. The existing conventional streetlight fixtures shall be replaced with LED streetlight fixtures and replacement wattage of LED streetlight fixtures shall be lesser than the existing streetlight fixture wattage and it shall be focused to improve the illumination level compared to existing lux levels. The

 ULB

 EESL

output of the LED lux level shall meet the standards, where the road-pole configurations are as per NLC/IS.

7. EESL will replace the conventional street lights with appropriate LEDs to ensure minimum 50% energy savings as a whole, at the same time meeting existing/or higher illumination levels.
8. Pilot project should be implemented in one ULB, where maximum types of LED street lights can be installed. Findings of the same shall be replicated to all ULBs. The maximum no of lights installed in pilot project is 100.
9. Alternate arrangements include Light Off/Dimming options may be adopted during 12 PM to 5 AM for saving aspects.
10. To enable healthy lighting system, O&M and any additional work carried out by the company cost of the same shall be borne by ULB.
11. Direct points shall be replaced by LED Lights along with an auto on / off switch and/or CCMS, whichever applicable.
12. All OFF Lights connected in the CCMS system, should be identified by the master panel and same shall be rectified by the company. This would not be applicable where only auto on/off switch is installed and where there is no dedicated CCMS system.
13. A dedicated toll free number would be established for managing public complaints.
14. New LED Lights (including replacements) installed by EESL only, shall be maintained by EESL for the entire contract period.

## 6 Agreement Term

This Agreement commences on 04<sup>th</sup> Feb. 2015 and will remain in force for 7 years from the date as mentioned, unless rescinded by either party. The Agreement can be extended further by the mutual consent of all the Parties.

## 7 Payment Terms

ULBs shall make payment to EESL as per the following principle:

1. All capital costs shall be on actual, as per competitive bidding and will be included in project cost.
2. EESL pre tax return on equity will be 21% per annum.
3. The debt equity ratio will be 80:20
4. The interest rate on debt will be on actual, subject to a maximum rate of 12.5%.
5. AMC charges including fixtures and accessories shall be Rs 300 per point per annum, for first year and shall have 5% annual escalation, throughout the contract period.
6. All statutory taxes/duties will be reimbursed by ULB to EESL on actual. Tax presently applicable is service tax at the rate of 12.36% of total pay-out to EESL.



ULB



EESL



7. Primarily the concerned ULB will make the payment through its electricity unit savings, annual purchasing cost of fixtures (Capital Cost) and O&M Charges. Payments shall be made from Urban Cess and any shortfall will be paid through the grant provided to ULB, by LSG.
8. Payment of monthly annuity charges shall be arrived on the basis of the baseline arrived during the pilot phase, as annexed in MoU and the exact total number of street lights installed. The format for the same is placed at Annexure 2, which would be signed by the competent authority of respective ULB.
9. The power savings due to non-availability of power supply cannot be considered for calculation of energy savings.
10. Tariff used for calculating monetary savings shall be the applicable tariff for street lighting by state regulatory commission.
11. Annuity amount determined shall be paid to EESL on monthly basis as agreed in this agreement. The fixed annuity amount payable to EESL during the contract period shall be assured through an ESCROW arrangement.
12. Not later than one month from the date of completion of the LED project implementation, ULB shall through a schedule bank open ESCROW account for monthly payment which will have a balance of three months of annuity and that will be reviewed annually.
13. LSG shall facilitate payment security for investment of EESL by way of ESCROW/ State Government Guarantee/ Revolving Letter of Credit as decided by LSG in consultation with EESL and ULB from time to time.
14. EESL will insure the fittings during the period of the contract against any natural disaster such as fire, earthquake and safeguarding theft. The cost of insurance, including premium, will be charged on actual, as part of the project cost. It is incumbent on the ULB to issue necessary documentary support for the damage/theft to the assets with reasons for the same, as these assets are owned by the respective ULB.
15. The expenditure for installing MIS System [which includes fault status, energy monitoring and On/Off status of streetlights], project monitoring cell and call centre shall be charged on actual, as part of the project cost.
16. The expenditure for conducting pilot, shall be charged at actual as part of the project cost. If the LSG or ULB do not undertake the project implementation, post the initiation of the pilot implementation, the cost of undertaking pilot implementation shall be reimbursed to EESL, at actual.

## **8 PROCEDURES FOR AMENDMENT, CANCELLATION, ARBITRATION AND EXCLUSIVITY**

1. This AGREEMENT may be renegotiated, if at any time during its term, the work or environment of the LSG and EESL, is so altered that the contents of the Agreement are no longer appropriate.

 ULB	 EESL
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2. This Agreement embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by all the Parties to this agreement. Any changes are to be recorded in writing and inserted or attached to this Bilateral Agreement and this will have the effect of updating the Bilateral Agreement.

## 9 TERMINATION FOR DEFAULT


### 9.1 The "ULB" Events of Default

Each of the following events or circumstances, to the extent caused by a default of the "ULB" and if not cured within the Cure Period, which shall be 30 (thirty) days (unless provided otherwise in this Agreement), from the date of notice of default (the "Default Notice") from the "EESL", shall be considered for the purpose of this Agreement as events of default of the ULB.

1. The ULB is in breach of its obligations under this Agreement, which has a Material Adverse Effect upon the "EESL" or the Project and this breach is not cured within a Cure Period of 30 days from the date of Default Notice.
2. The ULB is in breach of any representation or warranty made under this Agreement or it repudiates this Agreement.
3. Dept. of Local Self Govt. or any Competent Authority has by an act of commission or omission created a circumstance that has a Material Adverse Effect on the "EESL" and the ULB has failed to compensate the EESL for the same through an adjustment.
4. The ULB and / or LSG fail to pay the EESL the consideration as applicable.

### 9.2 Termination by the "EESL"

Without prejudice to any right or remedy, which the "EESL" may have under this AGREEMENT, upon occurrence of Default or Event of Default by the "ULB", the "EESL" shall be entitled to issue a Termination Notice to the "ULB". The Termination Notice shall grant the "ULB" a further period of 30 (thirty) days (the Termination Period) to make a representation, and if, during the Termination Period the "ULB" takes suitable steps to remedy the situation, the "EESL" shall be entitled to withdraw the Termination Notice. If the Termination Notice is not withdrawn within the Termination Period, this Agreement will automatically terminate on the expiry of the Termination Period. In case of termination, EESL shall issue notice in writing. The notice given on the address given in the title article of this AGREEMENT will be considered as a valid notice.

 ULB

  
EESL

### 9.3 EESL Event of Default

Each of the following events or circumstances, to the extent caused by default of the EESL, and if not cured within the "Cure Period" which shall be 30 (thirty) days from the date of notice of default (the "Default Notice") from the "ULB", shall be considered for the purpose of this AGREEMENT as Events of Default of the "EESL":

1. The "EESL" is in breach of its obligations under this AGREEMENT, which has a Material Adverse Effect upon the "ULB" or the Project.
2. The "EESL" is in breach of any representation or warranty made under this AGREEMENT or it repudiates this AGREEMENT.
3. The "EESL" abandons the Project or any of its material obligations as provided under this AGREEMENT.

### 9.4 Termination by the "ULB"

Without prejudice to any other right or remedies which the ULB may have under or be entitled to terminate this AGREEMENT by following the procedure set forth under this AGREEMENT, upon occurrence of "EESL" Event of Default, the ULB shall be entitled to terminate this AGREEMENT by following the procedure set forth hereinafter:

1. The ULB shall be entitled to issue a Termination Notice to the "EESL". The Termination Notice shall grant the "EESL" 30 (thirty) days (the "Termination Period") to make a representation, and if, during the Termination Period the "EESL" takes suitable steps to remedy the default situation, the "ULB" shall be entitled to withdraw the Termination Notice.
2. If the "EESL" fails to cure the defaults within the Termination Period the agreement stands terminated by the respective ULB.
3. In case of termination, ULB shall issue notice in writing. The notice given on the address given in the title article of this AGREEMENT will be considered as a valid notice.

## 10 CONSEQUENCES OF TERMINATION

Upon termination of this AGREEMENT for any reason, the terms specified in this AGREEMENT shall cease to exist and are not enforceable.

ULB

EESL



## 10.1 Termination Payment for Termination by "EESL"

1. Upon Termination by the "EESL" on account of the "ULB" Default under Articles 9.1, the "EESL" shall be entitled to receive from ULB by the way of Termination Payment a sum equal to the consideration of the Project as specified in section "Payment Terms" of this AGREEMENT minus the amounts paid till termination of the AGREEMENT minus the interest not applicable for the balance period of the AGREEMENT after termination.
2. Payments due to the "EESL", as calculated under section "Payment Terms" shall be made within 30 (thirty days) days of termination of the AGREEMENT pursuant to article 9.1, "The "ULB" Events of Default".
3. In case of termination of AGREEMENT, either party will have no claims against each other.

## 10.2 Termination Payment for Termination by ULB

1. Upon Termination by the "ULB" on account of default by the "EESL" during period of this AGREEMENT, in accordance with the provisions of Articles 9.3, "EESL" Event of Default", the "EESL" shall not be entitled to receive any payment from the ULB by the way of Termination Payment.
2. However, if the Termination by the ULB is on account of the default by the "EESL" before supplies are affected in terms of this AGREEMENT, then the "EESL" shall not be entitled for any Termination Payments.

## 10.3 Other rights and obligations upon Termination

1. Upon Termination of this AGREEMENT and payment of Termination Payment to the "EESL" as applicable in full, the ULB shall:-
  - a. Take control of the Project forthwith;
  - b. Take control of all Energy Efficient LED Street Lights supplied under this AGREEMENT.
2. Upon Termination of this AGREEMENT it shall be the responsibility of the "EESL" to co-operate with the ULB and comply with all reasonable requests thereof including the execution of any documents and other actions, provided the ULB bears any reasonable Costs incurred by the "EESL" relating thereto.

## 11 FORCE MAJEURE

### 11.1 Force Majeure Event

In this AGREEMENT "Force Majeure" means an event occurrence in India of any or all of the Non-Political Force Majeure Event, Indirect Political Force Majeure Event and Political Force Majeure Event described in the



ULB



EESL

section, hereinafter which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this AGREEMENT and which act or event:-

1. Is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder;
2. The Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care and
3. Has a Materially Adverse Effect on the Project.

### **11.2 Non-Political Force Majeure Events**

For the purposes of Article 11.1, Non-Political Force Majeure Events shall mean one or more of the following acts or events:

1. Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, extreme adverse, weather or environmental conditions, lightning, earthquakes, heavy rains, cyclones, tempest, whirlwind, landslides, storms, floods, volcanic eruptions or fire (to the extent originating from a source external to the Facility or not designed for in Implementation Works);
2. Radioactive contamination or ionizing radiation;

### **11.3 Indirect Political Force Majeure Event**

For the purposes of Article 11.1, indirect Political Force Majeure Events mean one or more of the following acts or events:


1. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, rebellion, riot, religious strife, bombs or civil commotion, sabotage, terrorism which prevents normal operations of the "EESL" for a continuous period exceeding 6 (six) months from the Compliance Date.
2. Industry wide or state wide or India wide strikes or industrial action for a continuous period exceeding 6 (six) months from the Compliance Date.

### **11.4 Political Force Majeure Event**

For the purposes of Article 11.1, Political Force Majeure Events shall mean one or more of the following acts or events by or on account of the ULB, Govt. of Rajasthan, Government of India or any other Competent Authority:

1. Appropriation or compulsory confiscation, by any Competent Authority any Project Assets or rights of the "EESL" or of the Contractors; or

 ULB

 EESL

2. Any unlawful or unauthorized or without jurisdiction, revocation of, refusal to renew or grant without valid cause any consent or approval required by the EESL" or any of the Contractors to perform their respective obligations under this AGREEMENT (other than a consent, the obtaining of which is a condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the EESL or any contractor's inability or failure to comply with any condition relating to the grant, maintenance or renewal of such consents or permits.

### **11.5 Exceptions Applicable to the "EESL"**

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

1. Delay in performance by the "EESL", Subcontractor(s), agents and employees of the "EESL"; or
2. Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Project.

### **11.6 Exceptions Applicable to the "ULB"**



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

1. The appropriation, confiscation, nationalization or requisition of the Project, Project Assets by the ULB;
2. The imposition of any blockade, embargo, import restrictions, rationing or allocation by the ULB or any Competent Authority; or
3. Change of Governments or administrators of ULB.

### **11.7 Effect of Force Majeure after Compliance Date**

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

1. Where the Force Majeure Event occurs after the Compliance Date the critical time limits set forth in this AGREEMENT shall be extended by the period for which such Force Majeure Event shall subsist;
2. All cost arising out of or concerning such Force Majeure Event shall be borne in accordance with provisions of article 11.3.

 ULB	 EESL
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## 11.8 Allocation of costs during the subsistence of Force Majeure

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

1. When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
2. 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 reimbursed by the ULB to the "EESL" within 30 (thirty) days from the date of receipt of EESL claim therefore;
3. Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the ULB to the "EESL" in one lump sum not later than 30 (thirty) days after the end of the Force Majeure Event and receipt of notice by the "ULB" to that effect.

## 11.9 Termination Notice

If the Force Majeure Event subsists for a period of 270 (two hundred seventy days or more within a continuous period of 365 (three hundred sixty five) days either Party may in its sole discretion terminate the agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable any manner whatsoever, save and except as per the provisions of in Article 11.

## 11.10 Termination Payments for Force Majeure Events

Upon Termination of this AGREEMENT pursuant to Article 11.9, the Termination Payment to the "EESL" shall be made in accordance with the following:

1. If the Termination is on account of Non Political Event, the "EESL" shall be entitled to receive from the ULB by way of Termination Payment an amount equal to 90% (ninety percent) of the consideration of the project as specified in section "Payment Terms" of this AGREEMENT minus the amounts paid till termination of the AGREEMENT minus the interest not applicable for the balance period of the AGREEMENT after termination.
2. If the Termination of this AGREEMENT is on account of an Indirect Political Event, the "EESL" shall be entitled to receive from the "ULB" by the way of Termination Payment an amount equal to the consideration of the project as specified in section "Payment Terms" of this AGREEMENT minus the interest not applicable for the balance period of AGREEMENT after termination.
3. If the Termination of this AGREEMENT is on account of a Political Event, the "EESL" shall be entitled to receive from the ULB, by the way of Termination Payment an amount equal to the consideration of the project as specified in section "Payment Terms" of this AGREEMENT minus the amounts paid till



ULB



EESL

termination of the AGREEMENT minus the interest not applicable for the balance period of the AGREEMENT after termination.

### **11.11 Termination Payments**

The Termination Payments pursuant to the Article 11.10 shall become due and payable to the "EESL" by the ULB in one lump sum not later than 30 (thirty) days after the end of the Force Majeure Event and notice to the ULB to that effect.

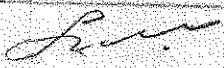

## **12 Dispute Resolution**

### **12.1 Dispute**

Any dispute, difference or controversy of whatever nature regarding the validity, interpretation, implementation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this AGREEMENT between the Parties, and so notified by either Party to the other Party (the "Dispute") shall be subject to the dispute resolution procedure set out in this section. It is specially clarified here that in case of any ambiguity regarding the works, the practices existing at the time of submission of the proposal as per Good Industry Practice would prevail.

### **12.2 Direct discussion between Parties**

The Parties agree that any Dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the notice of Dispute (the "Notice of Dispute") sent by one Party to the other Party under this AGREEMENT shall be considered as invitation for direct discussion, and it should specify a reasonable time and venue for the conducting of negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed. In the direct discussion proceedings, each Party shall be represented by their representatives/officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order to have a meaningful discussion. At the discussion proceedings, the Party that has given the Notice of Dispute shall present an offer of settlement, which may form the starting point of discussions between the two Parties during the discussion proceedings. The direct discussion meeting as stated above will be held at the Office of the Project In-charge of respective ULBs. The proceedings of this meeting shall be recorded by the Project In-charge.

 ULB	 EESL
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### 12.3 Arbitration or Adjudication

1. In the event that the parties are unable to resolve the Dispute through Direct Discussion under Article 10.2, the Parties shall submit the Dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996. There shall be a board of 3 (three) arbitrators of whom 1 (one) shall be appointed by the ULB, 1 (one) shall be appointed by the "EESL" and the third appointed by the 2 (two) arbitrators appointed as aforesaid and shall be the Principal Secretary LSG.
2. The arbitration proceedings shall be conducted in the English language only.
3. The cost incurred on the process of arbitration including inter alia the fees of the arbitral tribunal and the cost of the proceedings shall be borne by the parties in equal proportions. Each Party shall bear its own legal fees incurred as of any Dispute under this Article.
4. The arbitration proceeding shall be conducted at Jaipur, Rajasthan.
5. If any dispute goes to the court of law, the jurisdiction of the court shall be the Court of Jaipur, Rajasthan. This is only subject to adjudication of dispute resolution through arbitration.

### 13 Cooperation

1. ULB and EESL will consult with each other, whenever it may be appropriate, on the matters covered by this AGREEMENT and will use their best endeavors to ensure that staffs of the organizations cooperate in good faith with one another.
2. All Parties should apprise / keep each other informed on project related matters. If any issue or dispute arises between ULB and EESL, they will use their best endeavors to resolve the dispute promptly.

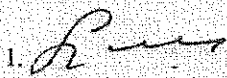
 ULB	 EESL
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## 14 SIGNATURES

Both parties shall, in principle agree to the above points and its implementation in the ULBs shall be as per the approval by PPP Cell guideline as per rules of Govt. of Rajasthan.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT, the day and year as mentioned above.

1. 

Name Himmat Singh Barhath

Designation CEO/ Com.  
Nagar Himyam Udaipur

Executed for ULB  
By its duly Authorized  
Representative

2. 

Name VIVEK TALWAR

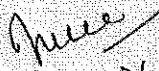
Designation Regional Manager

Executed for EESL  
By its duly Authorized  
Representative

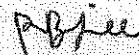
Witness 1 

B.L. Khandelwal x B.L. K.

Witness 2

  
x B. (Elect)

Witness 1



[ROUNAK BANDOPADHYAY]

Witness 2

Mukesh x.

[Mukesh x. Roy]



ULB



EESL



# 15Annexure 1

## TENTATIVE SCHEDULE FOR STREET LIGHTING PROJECTS FOR 1 ULB AT RAJASTHAN

The entire implementation is done in a span of 12-16 weeks from initial discussions or 12-13 weeks from the date of signing of Implementation agreement, whichever is later. The draft work-plan to be adhered for each of the ULB is listed below.

**PROJECT IMPLEMENTATION SCHEDULE FOR 1 ULB FOR STREET LIGHTING ESCO PROJECT BY EESL**

Project Milestone Envisaged	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
Preliminary study and initial discussions & inventory Data Collection																
Field Survey and Baseline Estimations																
Finalization of Implementation modalities and Signing of Implementation agreements																
RFP and solicitation of bids by EESL																
Pre-Bid Meeting & Issuance of amendments																
Bids opening and issuance of LOA																
Ramping Up/initialization Period																
Supply and commissioning of street lights by EESL/Vendor																
Post project PMV by EESL & ULB																
Completion certification from ULB and Annuity Calculations																
O&M for 7 Years																

 ULB	 EESL
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# 16 Annexure 2

[Kindly Refer Section "Payment Terms"]

We hereby done verification of the LED Street Light Project implementations and the final deemed energy savings and annuity calculations are as hereunder:

Quantity	Different Types of Conventional Street Lights					
	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6
Wallage of existing Street Lighting						
Usages						
Total Wallage of existing Street Lighting						
Wallage of LED Street Lighting						
Hours of Usage						
Hours of Usage						
Operating days per year						
Existing Energy Consumption per year						
New Energy Consumption per year						
Energy saved per year						
Energy Saved per year						

Financial Calculation for Street Lighting Project								
	1	2	3	4	5	6	7	Total
1	Cost per LED Watt (INR)							
2	Cost per Driver (INR)							
3	Cost per CCMS (INR)							
4	Total number of Street Lights to be replaced							
5	Total LED Watts to be replaced							
6	Infrastructure Development Cost							
7	Project Management Consultancy %							
8	Capital cost of the Project							
9	Project life							
10	Financial Years							
11	Equity portion							
12	Debt portion							
13	Debt at the beginning of the Financial year							
14	Debt at the End of the Financial year							
15	Principal payout annually							
16	Interest Rate / Interest amount							
17	Annual maintenance charges (Warranty, Maintenance & Manpower) @ Rs 300 per LED with 5% annual escalation							
18	Recovery of equity investment							
19	Annual requirement to be made to EESL Excluding Service Tax							
20	Service Tax @ 12.36%							
21	Annual requirement to be made to EESL including Service Tax							
22	Trade-Off between Annual Payments to EESL and Savings in Electricity Bill							
23	Energy Savings per Annum in units							
24	Tariff Rate per Unit (INR)							
25	Benefit: Annual Savings in Electricity Consumption (INR Crores)							
26	Benefit: Annual Savings in Maintenance Cost (INR Crores)							
27	Payout: Payment to EESL (INR Crores)							

1.

Name


Designation

2.

Name

Designation

 ULB

 EESL



## 17 DEFINITIONS

The following expressions shall have the following meanings:

Expression	Meaning
"MOU"	Memorandum of Understanding
"ULB"	Urban Local Bodies
"LSG"	Local Self Government
"EESL"	Energy Efficiency Services Limited (A Joint Venture Company of PSUs of Ministry of Power, Govt. of India)
"NLC"	National Lighting Code
"IS"	Indian Standard
"PSU"	Public Sector Undertaking
"AMC"	Annual Maintenance Charge
"SDA"	State Designated Agency



ULB



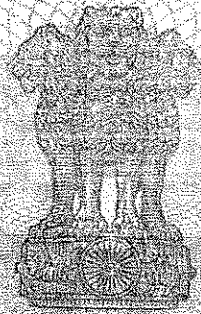
EESL

भारतीय नैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

राजस्थान RAJASTHAN

Z 466471

This AGREEMENT is made on 04<sup>th</sup> this day of  
FEBRUARY 2015 between

Nagar Nigam Udaipur Government of Rajasthan acting through  
its Representative Himmat Singh Barhath CEO/com.  
(hereinafter referred to as the "ULB" which expression  
shall, unless the context otherwise requires, include its  
administrators, successors and assigns) of First Party;

And

Energy Efficiency Services Limited having its office at 4th Floor,  
IWAI Building, A-13, Sector - 1, Noida - 201301 (UP) acting  
through its Representative Shri Vivek Talwar, Regional Manager  
(hereinafter referred to as "EESL") of Second Party.

ULB

EESL

कार्यालय नगर निगम, उदयपुर (राज.)

क्रमांक : नि.वि.जा./13-14/1065


दिनांक 10-03-2014

निदेशक,  
स्थानीय निकाय विभाग,  
राजस्थान सरकार  
जयपुर।

विषय:—हाथीवाला पार्क, उदयपुर में भूमिगत पार्किंग के निर्माण हेतु MOU के संबंध में।  
संदर्भ:—रिडकोर/पीआरजे/तक./सीएलओ-579/2013/1513, दिनांक 02.12.2013  
के क्रम में।

उपरोक्त विषयान्तर्गत एवं संदर्भित पत्र के क्रम में निवेदन है कि स्वायत्त शासन विभाग राजस्थान सरकार के पत्र क्रमांक एफ.55( )अभि/सीई/डीएलबी/12-13/रिडकोर/पार्किंग प्रोजेक्ट/उदयपुर/15096, दिनांक 27.09.2013 के पत्र द्वारा बिन्दु संख्या 5 में उल्लेख के अनुसार प्रोजेक्ट का Draft Memorandum of Agreement (MoU) का नगर निगम, उदयपुर से हस्ताक्षर कर आपके सम्मुख प्रस्तुत है।

संलग्न :- मूल प्रति MoU

  
आयुक्त  
नगर निगम, उदयपुर




### MEMORANDUM OF UNDERSTANDING

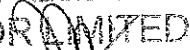
This Memorandum of Undertaking is made on the \_\_\_\_ day of \_\_\_\_\_ 2013 between -

1. Urban Development Housing & Local Self Government Department of the Government of Rajasthan on the one part,
2. Nagar Nigam, Udaipur through Authorized Representative hereinafter called NN, Udaipur on and
3. M/s Road Infrastructure Development Company of Rajasthan Ltd., having its registered office at First Floor, LIC Jeevan Nidhi Building, Ambedkar Circle, Bhawani Singh Marg, Jaipur – 302 005 through Authorized Representative hereafter called 'RIDCOR' on the other part. All together to be known as "parties" while individually as "party" as applicable with reference to the context.

#### NOW WHEREAS...

1. Government of Rajasthan is interested in construction of Underground Parking and Allied works at Hathiwala Park, Udaipur (hereinafter referred to as "Project") in the State of Rajasthan. Entire cost of parking lot and other development works is to be borne by the GoR and finances will be arranged through RTIDF Fund by GoR & RUFDF Fund by Nagar Nigam, Udaipur of GoR. It is proposed to get these projects executed through RIDCOR and RIDCOR has agreed to the proposal.

  
COMMISSIONER  
Municipal Corporation  
UDAIPUR.

VICE PRESIDENT  
RIDCOR LIMITED  


2. The parties have agreed to co-operate together as herein after set out.

Now it is hereby agreed as follows:

**3. Responsibilities of RIDCOR**

3.1 RIDCOR will arrange to prepare Design/architectural drawings either by itself or through consultant appointed for this purpose. RIDCOR shall get the conceptual drawings approved from the authority designated by GoR for this purpose. The concerned authority shall approve the drawings in 15 days' time upon its submission by RIDCOR.

3.2 Approval of GoR shall be obtained by RIDCOR, in case the cost of construction exceeds by 10% of estimated cost.

3.3 RIDCOR will prepare implementation schedule for construction of each project. The Implementation schedule shall be submitted to GoR within one month of signing of MOU.

3.4 Escalation would be payable on all items as per RIDCOR bid document.

3.5 RIDCOR shall execute the development works on behalf of GoR on actual cost + 9% of total cost of construction as agency charges basis up to substantial completion of projects. The service tax on agency charges, if applicable shall be paid extra. The agency charges will cover preparation of design and drawings and salaries of staff, their TA /DA and transport charges.

3.5.1 In addition to the payments as elaborated at 3.5 above, GoR shall reimburse the expenses incurred by RIDCOR for the following items/services:

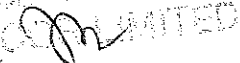
**3.5.1.1 Miscellaneous Cost**

a) Cost of Arbitration, compensation on the basis of Award, if any, to suppliers, contractors, sub-contractors and lessees etc. (However, conversely, if the award pronounced by the Arbitral tribunal provides relief/compensation to RIDCOR, the consequential financial benefits shall be reflected in finalizing the accounts with GoR).

*Note: The cost to be reimbursed by GoR on account of miscellaneous costs as at sub clause 3.5.1.1 would be as per actual expenditure incurred by RIDCOR.*

3.6 RIDCOR shall lay down a period of construction and the final cost of construction shall be arrived at only on completion of projects. This shall include variation in quantities due to

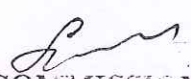
  
COMMISSIONER  
Municipal Corporation  
UDAIPUR

VICE PRESIDENT  
RIDCOR LIMITED  




change in design, site condition, layout, etc and escalation during the period of construction due to price variations for which clause 3.4 shall apply.

- 3.7 RIDCOR shall do the necessary planning, organize and exercise all controls including arrangement of construction equipment, construction agency, and execution of all works of the projects.
- 3.8 The construction works of parking project will be done through open bidding.
- 3.9 The work of projects shall be carried out as per PWD specifications and relevant IS codes.
- 3.10 After completion of each project, RIDCOR will give the utilization certificate.
- 3.11 a) RIDCOR shall not be responsible for the maintenance of the projects after completion of projects.
- b) Defect Liability Period for the project will be 12 months from the date of completion.
- 3.12 RIDCOR shall provide necessary support in preparation of necessary estimates of shifting of utilities which obstructing the construction works.
- 4. Responsibilities of GoR/ULB/Nagar Nigam, Udaipur:**
- 4.1 GoR/ULB/Nagar Nigam, Udaipur will be responsible for all land acquisition, permission for utility shifting, tree cutting etc. and make encumbrance free land available for construction of the projects as per the project plan to be indicated by RIDCOR. If the project is delayed on account of the delay in these matters, all costs including that on account of interest, escalation etc. due to such delays shall form part of the cost of the project.
- 4.2 GoR/ULB/Nagar Nigam, Udaipur shall be responsible for getting help of State PWD and other local authorities as and when required for efficient execution of the projects as well as for approval of drawings (if required) from such local authorities.
- 4.3 GoR/ULB/Nagar Nigam, Udaipur shall arrange to take possession of completed projects on commissioning within a fortnight otherwise the cost of watch and ward shall be charged to project cost.
- 4.4 GoR/ULB/Nagar Nigam, Udaipur will be responsible for maintenance of the project after project completion.
- 4.5 GoR/ULB/Nagar Nigam, Udaipur shall transfer the funds as per agreed cash flow statement for every quarter in advance to the PD Account of RIDCOR within seven days. Any delay will result into extension of the final completion date accordingly.

  
COMMISSIONER  
Municipal Corporation  
UDAIPUR

  
VICE PRESIDENT  
RIDCOR LIMITED



4.6 GoR/ULB/Nagar Nigam, Udaipur shall pay 9% of total project cost of construction plus service tax, if applicable as agency charges up to substantial completion to RIDCOR. The substantial completion is considered as completion of 95% of the works.

4.7 GoR/ULB/Nagar Nigam, Udaipur shall approve the DPR, Conceptual drawings & design and cost estimate etc. within 15 days after submission by RIDCOR. If it is not approved within 15 days, it shall be considered as deemed to be approved in order to expedite works.

## 5. General

5.1 A Coordination Committee shall be appointed by GoR/ULB/Nagar Nigam, Udaipur to oversee the activities of RIDCOR, technical & evaluation and to monitor the progress of the projects. RIDCOR shall designate a senior level officer to apprise this Coordination Committee about progress and all other issues related to projects.

5.2 GoR shall be free to appoint an Independent Quality Monitor at its own expense and RIDCOR will ensure free access to such Independent Quality Monitor.

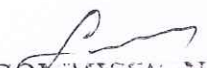
5.3 As mutually agreed, the award of work will be done by RIDCOR as per the bid document and RIDCOR shall inform GoR for the same. Accordingly the estimate shall be approved by GoR.

5.4 This MOU shall be treated as specific agreement for this project and shall be entered into between GoR/ULB/Nagar Nigam, Udaipur and RIDCOR. The necessary data in regard to completion period, agreed cash flow and periodical payment to be paid by GoR/ULB/Nagar Nigam, Udaipur to RIDCOR shall be provided by RIDCOR in 1 month time after signing of MoU, so as to leave no doubt in respect of any item which is essential for successful completion of the agreement.

5.5 This MOU shall remain in force until and unless both the parties agree to withdraw from this MOU.

5.6 This MOU shall be governed in accordance with the laws of India.

5.7 The land will be handed over by GoR/ULB/Nagar Nigam, Udaipur free of all encumbrances to RIDCOR within one month from the date of agreement for each project. RIDCOR shall complete the projects within 18 months (as detailed in Annexure A) from the date of handing over of the entire encumbrance free land. If the project gets delayed for reasons not

  
COMMISSIONER

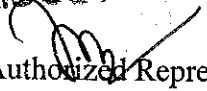
VICE PRESIDENT  
RIDCOR LIMITED

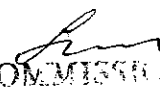
attributable to RIDCOR, the extension of time shall be deemed to be granted for such time. However, all efforts shall be made by RIDCOR to complete projects in the shortest possible time.

**6. Dispute Resolution**

It is mutually agreed between Govt. of Rajasthan and RIDCOR that in case of any disputes, claims, clarification etc. the matter shall be referred to the committee comprising of the two officers, one each nominated by Additional Chief/ Pr. Secretary, UDH & LSG, GoR and MD/CE (RIDCOR). In case of difference of opinion the committee will refer the matter to Additional Chief/ Pr. Secretary, UDH & LSG, GoR and MD/CE, RIDCOR, whose decision shall be final & binding on all the parties.

~~2 PRE~~  
**RIDCOR LIMITED**

  
Authorized Representative  
RIDCOR Limited, Jaipur

  
**COMMISSIONER**  
Authorized Representative  
UDAIPUR  
Nagar Nigam, Udaipur

Witnesses

1.

2.

Witnesses

1.

2.

Authorized Representative  
UDH & LSG Department  
Government of Rajasthan

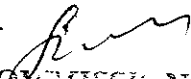
Witnesses

1.

2.

Details of Project – Annexure “A”

S. No.	Location	Type of Project	Tentative time of completion of Project	Tentative Estimated Cost Rs in Lacs
1	Hathiwala park, Udaipur	Parking Lot (Basement)	18 months	1437.51
<b>Total Cost</b>				1437.51

  
COMMISSIONER  
Municipal Corporation  
UDAIPUR

VICE PRESIDENT  
RIDCO LIMITED



Government of Rajasthan  
Directorate of Local Bodies, Jaipur

G-3, Rajmahal Residency Area, Civil Line Phatak, 22 Godown, C-Scheme Jaipur  
Telefax: 0141-2222403 Email- dlbrajasthan@gmail.com

File No. F.59/DLB/STP/Bicycle Mobility Services/15/ 2509

Date: 29.09.2015

Commissioner  
Municipal Corporation  
Udaipur.

G.S. + S.E.  
Raj  
5/11/15

Sub: Letter of Intent for "Bicycle Mobility Services" in Udaipur  
Ref: F59/DLB/STP/ Bicycle Mobility Services /15/2488 dated 31/08/2015

Sir,

Kindly refer to our earlier mail dated 2<sup>nd</sup> September, 2015, (copy attached) the concerned service provider is expected to approach your office for further necessary actions with regard to implementation of the project.

You are requested to do needful and provide necessary support for timely implementation of the project.

Yours Sincerely



(Purushotam Biyani)  
Director cum Joint Secretary

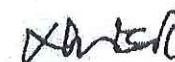
File No. F.59/DLB/STP/Bicycle Mobility Services/15/ 2509

Date: 29.09.2015

Copy for information & necessary action

- M/S Delhi Cycle Private Limited A2/395, 1<sup>st</sup> floor, Setor-8 Rohini, Delhi, 110085, India.

Jyoti  
S.B. M. Manish  
P. Anand  
5/10/15

  
(R.K. Vijayvargia)  
Senior Town Planner



**Government of Rajasthan**  
**Directorate of Local Bodies, Jaipur**

G-3, Rajmahal Residency Area, Civil Line Phatak, 22 Godown, C-Scheme Jaipur  
Telefax: 0141-2222403 Email- dlbrajasthan@gmail.com

---

**File No. F.59/DLB/STP/Bicycle Mobility Services/15/2485**

**Date: 31.08.2015**

**LETTER OF INTENT**

**M/S Delhi Cycles Private Limited**  
**A-2/395, 1st Floor, Sector-8, Rohini,**  
**Delhi, 110085-India**

**Sub.:- Letter of Intent for "Bicycle Mobility Services" in Kota and Udaipur.**  
**Ref.:- Your offer in reference to RFP no F.59/DLB/STP/Bicycle Mobility**  
**Services/15 dated 21.04.2015**

Sir,

In reference to your "Request for Proposal" on the subject mentioned above, we are pleased to accept your offer and issuing Letter of Intent for providing "Bicycle Mobility Services" in Kota and Udaipur on the following financial bid:

- Rent of Bicycle Rs. 10/- per hour to be charged from the user.
- Revenue sharing with concerned ULB – Rs.2000/- per cycle shelter.

The other terms & condition are as follows:

- A. Role of M/S Delhi Cycles Private Limited
- Procurement of bicycles, as per specification agreed in RFP.
  - Identification of Locations for Stations in consultation with concerned Urban Local Body.
  - Design of stations (with approval of the ULB). Design to be in Local Architectural Style.
  - O&M of complete infrastructure installed for 7 years extendable up to 3 more years depending on satisfactory services.
  - Stations to be manned or docked.
  - Bicycles shall be equipped either with GPS or with RFID or any other technology for tracking the location of Bicycle.
  - Customer payment collection system to be decided by the service provider. Payment to ULB shall be on bio monthly basis as per the payment clause in the Tender Document.

- Advertising space can be up to maximum 20'x10' as per the availability of space at the station location.
- Minimum 15 location locations for Jaipur and minimum 10 Station locations for Ajmer & Pushkar each shall be identified by the Service Provider in consultation with ULB.

**B. Role of Municipal Corporation Udaipur and Kota.**

- Facilitating Loan for execution of Project, if required.
- Identification of Stations in consultation with the Service Provider.
- Construction of station as per the drawing provided by the Service Provider maximum size of 25' x 10' (Numbers as per requirement).
- Information Kiosk to be provided by Service provider with maximum size 6' x 6' within the area of station.
- Providing advertising Rights to Service Provider with maximum adventures space of 20'x10' on the station.

You are requested to take following actions immediately.

- Contact the Commissioner, Municipal Corporation and execute the Agreement.
- Start identification of stations in consultation with ULB officials.
- Procure the Bicycles as specifications prescribed in RFP document.
- Technical advice to ULB in designing & construction of stations.
- Start operation of the Project by 31st October 2015.
- You are required to submit an EMD/Bid Security amount of Rs.50, 000 for Ajmer-Pushkar city vide Demand Draft in favour of Director Local Bodies and Payable at Jaipur.

You are further requested to send your plan of action immediately.

**This bears the approval to competent authority.**

Yours Sincerely



**(Purushottam Biyani)**  
**Director & Joint Secretary,**



File No. F.59/DLB/STP/Bicycle Mobility Services/15/2486-88


Date: 31-08-2015

Copy to the following for information:-

- PS to Principal Secretary, Local Self Government, Rajasthan, Jaipur.
- Commissioner, Municipal Corporation, Kota
- Commissioner, Municipal Corporation, Udaipur



(R.K. Vijayvargia)  
Senior Town Planner

alc 

<b>Government of Rajasthan</b>	Urban Development Department
<b>Rajasthan Urban Infrastructure Development Project</b>	Jaipur, Jodhpur, Udaipur, Kota, Bikaner, Ajmer
Development and Implementation of Integrated Computerized System for Efficient Services Delivery to Citizens, Proper Management of Municipal Functions, Revenue Improvement and Capacity Building of Municipal Personnel in Use & Maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and Office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) Basis	Contract Package No. PMU/CB/01
	<b>Contract Agreement</b>
PMU, Rajasthan Urban Infrastructure Development Project, AVS Building, Jawahar Circle, Malviya Nagar, Jaipur 302017	<b>PMU, RUIDP, Jaipur</b>



**Government of Rajasthan**  
**Office of Project Director**  
**Rajasthan Urban Infrastructure Development Project**  
(AVS Building, Jawahar Circle, Malviya Nagar, JLN Marg, Jaipur-302 017)  
Tel. No. 2721966, Fax No. 2721919 email: [ruidp@sancharnet.in](mailto:ruidp@sancharnet.in)  
F3(85)(4)/RUIDP/PMU/CAP.BUILD/CB-01/ 2005/ 49904 Dated: February 25, 2005

**NOTICE TO PROCEED**

**Jswal Data Processors,**  
2nd Floor, Alankar Point,  
Geeta Bhawan Chouraha, A.B. Road  
Indore, M.P. - 452001  
Phone No. 0731- 2491298, 2495226  
Fax No. 0731-5065798

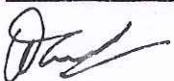
**Sub:** Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.

**Ref:** Letter of Acceptance No. F3 (67)(6)/ADB/RUIDP/PMU/TK/2002/ 47321 dated 29.01.2005.

Dear Sir,

1. A copy of each of the **Eight Contract Agreements** duly signed by respective authorized signatories of RUIDP, Municipal Corporations of Jaipur, Jodhpur, Kota, Municipal Councils of Bikaner, Ajmer and Udaipur and Director, Local Bodies and your authorized representative for the above cited work (**Package No. PMU/CB/01**) are enclosed herewith.
2. For Phase 1 of the Services, the Agreement has been executed with the Rajasthan Urban Infrastructure Development Project (RUIDP) and countersigned by the six Municipal Corporations/Councils and the Director Local Bodies (DLB). RUIDP will be responsible to make payment to the TSP for the Services provided under Phase 1 of the Contract.
3. For Phase 2 of the Services, seven separate tri-partite Agreements have been executed with the TSP and the Municipal Corporations/Councils (Jaipur, Jodhpur, Kota, Bikaner, Ajmer, and Udaipur) / DLB for their respective portions of the Services, and countersigned by Project Director RUIDP. Each of these agencies will be responsible to make payment to the TSP for their portion of the Services provided under Phase 2 of the contract.
4. The total Contract Price for the work is **Rs. 23,48,01,984/- (Rupees Twenty Three Crore Forty Eight Lacs One Thousand Nine Hundred Eighty Four Only)**. The Contract Price for **Phase 1** of the work is **Rs. 8,50,88,000 (Rupees Eight Crores Fifty Lakhs Eighty Eight Thousand only)** and for **Phase 2** of the work is **Rs. 14,97,13,984 (Rupees Fourteen Crores Ninety Seven Lakhs Thirteen Thousand Nine hundred and Eighty Four only)**, as corrected and modified in accordance with the Instructions to Bidders.
5. A copy of the Contract document comprising Schedule of Prices (Page 1-247) is enclosed with the Agreement.
6. City wise contract price for Phase 1 & Phase 2 is as detailed below:

(Amount in Rupees)	Jaipur	Jodhpur	Kota	Bikaner	Ajmer	Udaipur	DLB
<b>Phase 1</b>	2,52,35,000	1,34,52,000	1,34,52,000	1,01,10,000	1,01,50,000	89,14,000	37,75,000
<b>Phase 2</b>	4,28,23,800	2,27,04,200	2,23,68,700	1,71,00,484	1,74,52,400	1,59,79,400	1,12,85,000
<b>Total</b>	6,80,58,800	3,61,56,200	3,58,20,700	2,72,10,484	2,76,02,400	2,48,93,400	1,50,60,000





7. As per conditions of the Contract, you are requested to commence mobilization by 1st March 2005. The commencement and completion dates for this contract are as under:

**For Phase 1:**

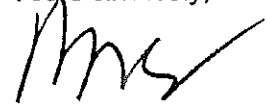
Name	Start Date	Period	Contract Completion Date
Director, Local Bodies, Jaipur	01 March 2005	18 months	31 October 2006
Jaipur Municipal Corporation, Jaipur			
Jodhpur Municipal Corporation, Jodhpur			
Kota Municipal Corporation, Kota			
Municipal Council, Bikaner			
Municipal Council, Ajmer			
Municipal Council, Udaipur			

**For Phase 2:**

Name	Start Date	Period	Contract Completion Date
Director, Local Bodies, Jaipur	01 November 2006	60 months (5 years)	31 October 2011
Jaipur Municipal Corporation, Jaipur			
Jodhpur Municipal Corporation, Jodhpur			
Kota Municipal Corporation, Kota			
Municipal Council, Bikaner			
Municipal Council, Ajmer			
Municipal Council, Udaipur			

8. Please contact the respective Municipal Corporations/Councils (Jaipur, Jodhpur, Kota, Bikaner, Ajmer, and Udaipur) / DLB to take over the possession of the working space immediately.

Yours sincerely,

  
o/c (Rohit K. Singh)  
Project Director

No. F3(85)(4)/RUIDP/PMU/CAP.BUILD/CB-01/2005/49904-25 Dated: February 25, 2005

Copy submitted to following:

1. Head, Urban Development, Asian Development Bank, Indian Resident Mission, 4, San Martin Marg, Chanakyapuri, New Delhi, India
2. Secretary, LSGD, GOR, Jaipur
3. Director IT&C, GOR, Jaipur
4. Director, Local Bodies, Jaipur
5. CEO, Municipal Corporation Jaipur/Jodhpur/Kota.
6. Commissioner, Municipal Council Ajmer/ Bikaner/ Udaipur.
7. Financial Advisor, RUIDP, Jaipur
8. Project Officer (P&M-I), RUIDP, Jaipur
9. Team Leader, PMC, Jaipur
10. SE, PIU Jaipur-II/Jodhpur/Kota/Ajmer/Bikaner/Udaipur for information.
11. ACP/ APO-Bids/ Cashier RUIDP, Jaipur

  
o/c Addl. Project Director

1000Rs.



### AGREEMENT

This Agreement made this 16<sup>th</sup> day of *February* 2005 between the Project Director, Project Management Unit of Rajasthan Urban Infrastructure Development Project, countersigned by Director, Local Bodies, Jaipur; Municipal Corporation Jaipur, Jodhpur, Kota; and Municipal Council Ajmer, Bikaner & Udaipur for Phase-1 of the services (hereinafter called the Employer) of the one part, and M/s Oswal Data Processors, 2<sup>nd</sup> Floor, Alankar Point, Geeta Bhawan Chouraha, A. B. Road, Indore (M.P.) 452001 (hereinafter called the Total Solution Provider or TSP) of the other part.

Whereas the Employer is desirous that certain Services should be provided by the Total Solution Provider, viz. "Development and Implementation of Integrated Computerized System for Efficient Services Delivery to Citizens, Proper Management of Municipal Functions, Revenue Improvement and Capacity Building of Municipal Personnel in Use & Maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations/Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and Office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) Basis" and has accepted a Bid by the TSP for the execution and completion of such Services.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, as provided on page nos. 1 to 247 inclusive, shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Letter of Acceptance;
  - (b) The Scope of Work;
  - (c) The Addenda Nos. 1;
  - (d) The Bid dated 28.02.2004, including subsequent correspondence and clarifications during negotiations;
  - (e) The Conditions of Contract;
  - (f) The Completed Schedules of Prices;
  - (g) The Schedules of Supplementary Information.

3. In consideration of the payments to be made by the Employer to the TSP as hereinafter mentioned, the TSP hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.

11.11.11.11.11  
[Handwritten signatures and initials]

11/14

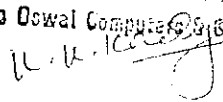
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4. The Employer hereby covenants to pay the TSP in consideration of the execution and completion of the Services and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

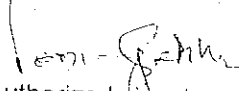
In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.


1. M/s Oswal Data Processors (TSP)  
**For OSWAL DATA PROCESSORS**  
 Prepro Oswal Computer Consultants Pvt. Ltd.

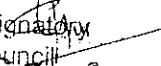
  
 Director  
 M/s Oswal Data Processors,  
 Alankar Point, Geeta Bhawan Chouraha,  
 A. B. Road, Indore (M.P.) 452001  
 (seal)

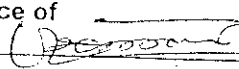
Countersigned By

  
 Authorized signatory  
 Director, Local Bodies,  
 Jaipur  
 (seal)


  
 Authorized signatory  
 Jodhpur Municipal Corporation (पत्रिका)  
 Jodhpur नगर निगम जोधपुर  
 (seal)


  
 Authorized signatory  
 Municipal Council  
 Ajmer नगर परिषद, अजमेर  
 (seal)

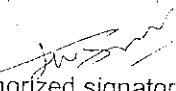
  
 Authorized signatory  
 Municipal Council  
 Udaipur नगरपालिका उदयपुर  
 (seal)


In Presence of  
 1. Signature   
 Address G. L. Ajournal  
 P.O. 8277-52, R.V. 1000  
 Jaipur

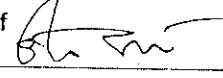
2. Authorized Signature of Employer

  
 Project Director,  
 Project Management Unit  
 Rajasthan Urban Infrastructure  
 Development Project, Jaipur  
 (seal) **Project Director**  
 Urban Infrastructure Dev. Project  
 JAIPUR

  
 Authorized signatory  
 Jaipur Municipal Corporation  
 Jaipur नगर निगम  
 (seal)

  
 Authorized signatory  
 Kota Municipal Corporation  
 Kota नगर निगम, कोटा  
 (seal)

  
 Authorized signatory  
 Municipal Council  
 Bikaner नगर परिषद, बीकानेर  
 (seal)

In Presence of  
 2. Signature   
 Address DTL, PMC-RU109  
 JAIPUR





### AGREEMENT

This Agreement made this 16<sup>th</sup> day of *February 2005* between the Municipal Council, Udaipur countersigned by Project Director, Project Management Unit of Rajasthan Urban Infrastructure Development Project, for Phase-2 of the services (hereinafter called the Employer) of the one part, and M/s Oswal Data Processors, 2<sup>nd</sup> Floor, Alankar Point, Geeta Bhawan, Chouraha, A. B. Road, Indore (M.P.) 452001 (hereinafter called the Total Solution Provider or TSP) of the other part.

**Whereas** the Employer is desirous that certain Services should be provided by the Total Solution Provider, viz. "Development and Implementation of Integrated Computerized System for Efficient Services Delivery to Citizens, Proper Management of Municipal Functions, Revenue Improvement and Capacity Building of Municipal Personnel in Use & Maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations/Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and Office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) Basis" and has accepted a Bid by the TSP for the execution and completion of such Services.

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1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents, as provided on page nos. 1 to 247 inclusive, shall be deemed to form and be read and construed as part of this Agreement, viz.:
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  - (b) The Scope of Work;
  - (c) The Addenda Nos. 1;
  - (d) The Bid dated 28.02.2004, including subsequent correspondence and clarifications during negotiations;
  - (e) The Conditions of Contract;
  - (f) The Completed Schedules of Prices
  - (g) The Schedules of Supplementary Information.
3. In consideration of the payments to be made by the Employer to the TSP as hereinafter mentioned, the TSP hereby covenants with the Employer to execute and complete the Services and remedy any defects therein in conformity in all respects with the provisions of the Contract.

*U. U. K. S. S. S.*

*Am*

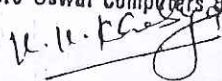
*Mus*



4. The Employer hereby covenants to pay the TSP in consideration of the execution and completion of the Services and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.


In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

1. **M/s Oswal Data Processors (TSP)  
For OSWAL DATA PROCESSORS**  
Prepro Oswal Computers & Consultants Pvt. Ltd



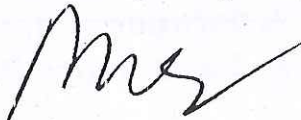
**Director**  
M/s Oswal Data Processors, 2<sup>nd</sup> Floor,  
Alankar Point, Geeta Bhawan Chouraha,  
A. B. Road, Indore (M.P.) 452001  
(seal)

2. **Authorized Signature of Employer**



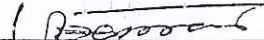
**अभिधन्ता**  
Authorized Signatory  
Municipal Council  
Udaipur  
(seal)

**Countersigned By**



Project Director,  
Project Management Unit  
Rajasthan Urban Infrastructure  
Development Project, Jaipur  
**Project Director**  
(seal) **Raj. Urban Infrastructure Dev. Project**  
JAIPUR

**In Presence of**

1. Signature 

Address (G.L. Agarwal)  
P.O. (P&M-I), RUIDP  
Jaipur

**In Presence of**

2. Signature 

Address DTL, PMC, RUIDP  
JAIPUR



# Jaipur Municipal Corporation


Pt. Deen Dayal Upadhaya Bhawan, Lal Kothi, Tonk Road, Jaipur-15

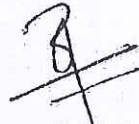
To,  
Project Director,  
RUIDP,  
Jaipur.

24.2.05

**Sub:** Letter of authorization for signing on Contract Agreement for the work of Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporation Jaipur on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.

Mr. Mahendra Soni.....(Designation). Commissioner (H&I) hereby authorized for signing on the Contract Agreements with the Total Solution Provider (M/s Oswal Data Processor, Indore) on behalf of Jaipur Municipal Corporation for the work of "Development and implementation of integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Jaipur Municipal Corporation on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01" being carried out under RUIDP.

  
Signature of  
Authorized signatory  
with name

  
Seal and Signature) of  
Head of the Department/Office  
With name



**Office of the Municipal Corporation, Jodhpur**

PA/COD/05/1145.

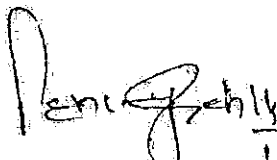
Date: 15.2.05

To,  
Project Director,  
RUIDP,  
Jaipur

**Letter of Authorization**

**Sub: Letter of authorization for signing on Contract Agreement for the work of Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations/ Councils of Jaipur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.**

Mr. HIMANSHU GEHLOT (designation) A.EN. is hereby authorized for signing on the Contract Agreements with the Total Solution Provider (M/s Oswal Data Processor, Indore) / Municipal Council / Municipal Corporation/ DLB and RUIDP on behalf of (name of office) Municipal Corporation, Jodhpur for the work of "Development and Implementation of Integrated Computerized System for Efficient Services delivery to citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance kota such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01" being carried out under RUIDP.

  
15/2/05

(HIMANSHU GEHLOT)

Signature of the  
authorized signatory  
with name

  
15/2/05

(J.C. Parohit)  
Chief Executive Officer  
Municipal Corporation, Jodhpur



## MUNICIPAL COUNCIL, AJMER



Ref No. PA/Com. (A-1) 249

Date : 5/2/05

To,

Project Director,  
RUIDP  
Jaipur.

Sub :- Letter of authorization for signing on Contract Agreement for the work of Development and Implementation of Integrated Computerized System for Efficient service deliver to Citizens, proper Management of municipal function, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporation/Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.

Mr. VISHAVJEET SINGH PURAWAT, ACCOUNT OFFICER is hereby authorized for signing on the Contract Agreements with the Total Solution Provider (M/s Oswal Data Processor, Indore)/ Municipal Council, DLB and RUIDP on behalf of MUNICIPAL COUNCIL AJMER for the work of Development and implementation of integrated Computerized System for Efficient Services deliver to Citizens, proper Management of municipal function, Revenue improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations/Council of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01 being carried out under RUIDP.

(Vishavjeet Singh Purawat)  
Signature of authorized  
signatory

Commissioner  
Municipal Council Ajmer.



To,  
Project Director,  
RUIDP,  
Jaipur

Letter of Authorization

Sub: Letter of authorization for signing on Contract Agreement for the work of Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.

Mr. .... B.L. SONI ..... (designation) Executive Engineer is hereby authorized for signing on the Contract Agreements with the Total Solution Provider (M/s Oswal Data Processor, Indore) / Municipal Council / Municipal Corporation / DLB and RUIDP on behalf of (name of office) Municipal Council Udaipur ....., for the work of "Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01" being carried out under RUIDP.



(B.L. SONI)  
Signature of  
authorized signatory  
with name

hif

(S. C. VYAS)

(Seal and Signature) of  
Head of the Department/Office  
आर.एस.एस.  
Name

नगर परिषद, उदयपुर





मध्य प्रदेश MADHYA PRADESH

00AA 098731

POWER OF ATTORNEY

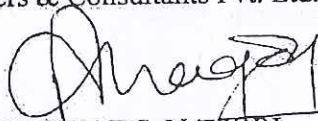
KNOW ALL MEN BY THESE PRESENTS that Shri Kushal K. Khabya, Director of the Company is authorized to sign all agreements to be executed between

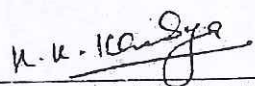
1. Project Director, Rajasthan Urban Infrastructure Development Project (RUIDP), Jaipur,
2. Director, Local Bodies, Jaipur.
3. Commissioner, Municipal Council, Ajmer.
4. Commissioner, Municipal Council, Bikaner.
5. Commissioner, Municipal Council, Udaipur.
6. Chief Executive Officer, Municipal Corporation, Jaipur.
7. Chief Executive Officer, Municipal Corporation, Kota.
8. Chief Executive Officer, Municipal Corporation, Jodhpur.

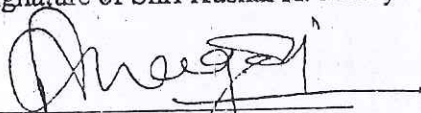
and M/s. Oswal Data Processers, Prepro. Oswal Computers & Consultants Pvt. Ltd., Indore.

A copy of the Board Resolution is enclosed herewith authorizing Shri Kushal K. Khabya in this regard.

For Oswal Data Processors,  
Prepro. Oswal Computers & Consultants Pvt. Ltd.,

  
BHAGWAT S. NAGORI  
(CHAIRMAN)

  
Signature of Shri Kushal K. Khabya

  
Attested by Bhagwat S. Nagori  
(Chairman)

Place : Indore

Date : 12.02.2005





# OSWAL DATA PROCESSORS

PROP. OSWAL COMPUTERS & CONSULTANTS PVT. LTD.

(ELECTRONIC DATA PROCESSORS AND SYSTEM CONSULTANTS)

**EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF OSWAL COMPUTERS AND CONSULTANTS PVT. LTD., INDORE HELD ON 12.02.2005 AT IT'S REGISTERED OFFICE AT 4A-RAJGARH KOTHI, ALANKAR POINT, 2<sup>ND</sup> FLOOR, GEETA BHAWAN CHOURAHA, INDORE.**

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Shri Bhagwat S. Nagori, Director informed that agreement is to be executed at Rajasthan Urban Infrastructure Development Project (RUIDP), Jaipur and with different Municipal Corporations of six cities of Rajasthan. He informed that to execute the agreement, Shri Kushal K. Khabya be and is authorized to sign all the agreements on behalf of the Company.

**RESOLVED THAT** Shri Kushal K. Khabya be and is hereby authorized to sign the agreements with

1. Project Director, Rajasthan Urban Infrastructure Development Project (RUIDP), Jaipur,
2. Director, Local Bodies, Jaipur.
3. Commissioner, Municipal Council, Ajmer.
4. Commissioner, Municipal Council, Bikaner.
5. Commissioner, Municipal Council, Udaipur.
6. Chief Executive Officer, Municipal Corporation, Jaipur.
7. Chief Executive Officer, Municipal Corporation, Kota.
8. Chief Executive Officer, Municipal Corporation, Jodhpur.

**FURTHER RESOLVED THAT** he be and is hereby authorized to alter/ modify/ add in the agreement as required by the Project Director, Rajasthan Urban Infrastructure Development Project (RUIDP), Jaipur (Raj.) to their full satisfaction.

  
CHAIRMAN

Place : Indore

Date : 12.02.2005

No. F3 (67)(6)/ADB/RUIDP/PMU/TK/2002/ 47321

Dated:- January 29, 2005

**Oswal Data Processor,**  
2nd Floor, Alankar Point,  
Geeta Bhawan Chouraha, A.B. Road  
Indore, M.P.  
452001  
0731- 2491298,2495226  
Fax No. 0731-5065798

**Sub:** Development and Implementation of Integrated Computerized System for Efficient Services delivery to Citizens, proper Management of municipal functions, Revenue Improvement and Capacity Building of municipal personnel in use & maintenance of such System through a Total Solution Provider (TSP) for Municipal Corporations / Councils of Jaipur, Jodhpur, Kota, Bikaner, Ajmer, Udaipur and office of Director Local Bodies on Build, Own, Operate & Transfer (BOOT) basis under Package No. PMU/CB/01.

**Ref:** Your Technical Bid opened on the 28-02-2004 & price bids opened on 16.09.2004.

**LETTER OF ACCEPTANCE**

Dear Sir,

This is to notify you that your bid dated 28.02.2004 for the above work under Package No. PMU/CB/01 for the negotiated Contract Price of Rs. 8,50,88,000 (Rupees Eight Crores Fifty Lakhs Eighty Eight Thousand only) for Phase-I and Rs. 14,97,13,984 (Rupees Fourteen Crores Ninety Seven Lakhs Thirteen Thousand Nine hundred and Eighty Four only) for Phase-II, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.


We request that, within 14 days of the date of this Letter of Acceptance, you:

(a) Provide the requisite separate Performance Securities for each of Phase 1 and Phase 2 of the Services in accordance with the following schedule and the Conditions of Contract:

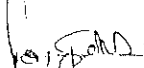
(i) For Phase 1 of the Services, a performance security in favor of the Project Director, Rajasthan Urban Infrastructure Development Project, in the amount of ten percent (10%) of the Contract Price for the Phase 1 Services, valid for a period of one year beyond the estimated date of completion of the Phase 1 Services (i.e., valid for a period of thirty (30) months from the date of commencement of the Services).

(ii) For Phase 2 of the Services, seven separate performance securities in favour of the Chief Executive Officer of Municipal Corporations of Jaipur, Jodhpur and Kota; Commissioner of Municipal Councils of Bikaner, Ajmer and Udaipur, and the Director, Local Bodies, Jaipur in the amount of ten percent (10%) of the respective Contract Prices for the value of the first year (Year One) Services which are to be provided under the Phase 2 Services. These performance securities will be valid for a period one year beyond the estimated date of completion of the Phase 2 Services (i.e., valid for a period of ninety (90) months from the date of commencement of the Phase 1 Services).

  
Project Director, RUIDP

  
DLB, Jaipur


  
MC, Jaipur

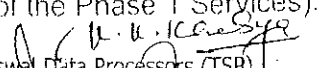
  
MC, Jodhpur

  
MC, Kota

  
MC, Bikaner

  
MC, Ajmer

  
MC, Udaipur

  
M/s Oswal Data Processors (TSR)



- (b) Provide the requisite proof of insurance in accordance with the provisions of Clause 16 of the Conditions of Contract.
- (c) Prepare the Form of Agreement for Phase-I, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the said Agreement and also get it countersigned by 6 Municipal Corporations/ Councils and Director Local Bodies; and
- (d) Prepare 7 Tri-partite Agreement for Phase-II, in duplicate, on Government Stamp Paper and meet with the Municipal Corporations/ Councils of 6 cities of RUIDP and Director Local Bodies to sign the said Agreement and also get it countersigned by undersigned.

One copy of the signed Agreement will be provided to you for your files, one copy each will be submitted to the Municipal Corporations/ Councils of 6 cities of RUIDP and Director Local Bodies and one copy will remain with us.

Yours sincerely,

  
(Rohit Kr. Singh)  
Project Director

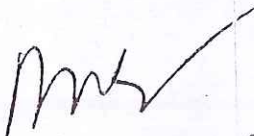
No. F3 (67)(6)/ADB/RUIDP/PMU/TK/2002/ 47329 - 45

Dated:- January 29, 2005

Copy submitted to following:

1. Head, Urban Development, Asian Development Bank, Indian Resident Mission, 4, San Martin Marg, Chanakyapuri, New Delhi, India.
2. CEO, Nagar Nigam, Jaipur/Jodhpur/Kota.
3. Commissioner, Nagar Parishad, Ajmer, Bikaner, Udaipur.
4. Director, Local Bodies, Jaipur
5. Project Director, RUIDP, Jaipur
6. FA, RUIDP, Jaipur
7. TL, PMC, Jaipur
8. SE, PIU Jodhpur/Kota/Ajmer/Bikaner/Udaipur & PIU-II, Jaipur for information.
9. ACP/ APO-III/ Cashier RUIDP, Jaipur

  
Project Officer(P&M-I)

  
Project Director, RUIDP

DLB, Jaipur

MC, Jaipur

MC, Jodhpur

MC, Kota

MC, Bikaner

MC, Ajmer

MC, Udaipur

  
M/s Oswal Data Processors (TSP)



SECTION-I

(वेबसाईड पर अपलोड करने बाबत)

कार्यालय नगर निगम, उदयपुर

क्र. : निविजा / 2015-2016 / ई 25

दिनांक - 8/9/15

निविदा सूचना संख्या - ई 25 / 2015-16

नगर निगम कार्यालय उदयपुर द्वारा निम्नलिखित कार्य की मय डिफेक्ट लाइविलीटी अवधि के लिये जो कि निविदा प्रपत्र में अंकित है के लिए उपयुक्त श्रेणी में पंजीकृत संवेदकों से निर्धारित प्रपत्र में ई-टेंडरिंग प्रक्रिया हेतु ऑन लाईन निविदाएं आमंत्रित की जाती है :-

क्र. सं.	कार्य का विवरण	अनुमानित लागत (लाखों में)	धरोहर राशि		निविदा प्रपत्र शुल्क	कार्य पूर्ण करने की अवधि माह में	निविदा प्राप्ति कार्यालय का नाम
			नगर निगम में पंजीकृत से अनुमानित लागत का 0.5%	अन्य राजकीय विभागों में पंजीकृत से अनुमानित लागत का 2%			
1	Aeration System with installation of floating fountains & diffusers, including Operation & Maintenance for 3 years for Pichola Lake System, Udaipur.	188.37	94185	376740	1000	09	नगर निगम, उदयपुर (राज.)

सामान्य :-

- राजस्थान सरकार वित्त विभाग (व्यय-111) के अनुसार उपरोक्त कार्य के लिये पोटेशियल एसेसमेन्ट पद्धति अपनाई जावेगी।
- किसी निविदा को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है। आर.पी.डब्ल्यू.ए.-100 की समस्त शर्तें मान्य होगी।
- वित्त विभाग के आदेश संख्या एफ.1 (1) एफ.डी./जी.एफ.एण्ड ए.आर./2007 दिनांक 30.09.2011 (सर्कुलर नं. 19/2011) के अनुसार 50.00 लाख रुपये तक की राशि के कार्यों के लिए 500/- व 50.00 लाख रुपये से अधिक राशि के कार्यों के लिए 1000/- रु की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमान्ड ड्राफ्ट या बैंकर चैक के रूप में देय होगी। यह डिमान्ड ड्राफ्ट या बैंकर चैक मैनेजिंग डायरेक्टर आर. आई.एस.एल. के पक्ष में व जयपुर में भुगतान योग्य होना चाहिये।
- 10.00 लाख रु से अधिक अनुमानित लागत के कार्यों के लिए डिफेक्ट लाइविलीटी अवधि 03 वर्ष की होगी।






प्रपत्र में आवश्यक सभी सूचना का संपूर्ण रूप से सरकार ऑनलाइन दर्ज करा।

वेदा सूचना इंटरनेट साईट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर एवं [www.dipronline.org](http://www.dipronline.org) पर भी उपलब्ध है।

10. अन्य विवरण निविदा प्रपत्र में उपलब्ध है।
11. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृत हेतु मान्य (Open) रहेगी। यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस लेता है, तो उसकी धरोहर राशि जब्त कर ली जावेगी।
12. निविदा की विधिमान्यता की कालावधि के अवसान के पूर्व, उपापन संस्था आपवादिक परिस्थितियों में बोली लगाने वालों से अतिरिक्त विनिर्दिष्ट समयावधि के लिए बोली की विधिमान्यता की कालावधि का विस्तार करने के लिए अनुरोध कर सकेगी। बोली लगाने वाला अनुरोध को अस्वीकार कर सकता है और ऐसी अस्वीकृत बोली प्रत्याहरण के रूप में मानी जायेगी किन्तु ऐसी परिस्थितियों में बोली प्रतिभूमि समपहृत नहीं की जायेगी।
13. यदि नजदीकी रिश्तेदार (प्रथम रक्त सम्बन्धी व उनके पति/पत्नि) कार्य से सम्बन्धित कार्यालय में लेखाकार अथवा कनिष्ठ अभियन्ता से लेकर अधीक्षण अभियन्ता स्तर का किसी भी स्तर पर पदस्थापित हो तो उसे कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।
14. राज्य सरकार में किसी भी अभियांत्रिकी विभाग में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रिक अधिकारी राज्य सरकार की अनुमति के बिना सेवानिवृत्ति के 2 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेंगे। यदि संवेदक अथवा उसके कर्मचारी में कोई ऐसा व्यक्ति जिसने राज्य सरकार की उक्त लिखित अनुमति निविदा जमा कराने से पहले अथवा संवेदक के यहां सेवायें लेने से पहले नहीं ली है तो अनुबन्ध रद्द किया जा सकेगा।
15. इस निविदा के अन्तर्गत यदि कोई आवश्यक संशोधन हुआ तो उसे वेबसाईट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर प्रकाशित किया जावेगा जिसका अवलोकन कर आवश्यक कार्यवाही करने की जिम्मेदारी संवेदक की होगी।
16. निविदा सूचना [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) पर भी देखी जा सकती है।

महापौर  
नगर निगम, उदयपुर

  
आयुक्त  
नगर निगम, उदयपुर



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

Serial No. 7/11/2012  
open

1 FEB 2012  
R 583636  
उदयपुर (राज.)

This agreement is made on this Wednesday, 9<sup>th</sup> of May 2012, at Udaipur, Rajasthan.

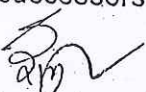
Between

- (A) Municipal Council Udaipur acting through its Commissioner (hereinafter referred to as UMC, which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assignees)
- (B) Urban Improvement Trust, Udaipur acting through Secretary (hereinafter referred to as UIT; which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assignees)


Referred as ONE PART

AND

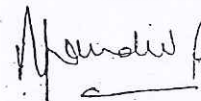
Hindustan Zinc Ltd (HZL), a Company incorporated under Companies Act 1956 and having its registered office at Yashad Bhawan, Udaipur - 313 004 (hereinafter referred to as "HZL" which expression shall, unless repugnant to the context or meaning thereof shall mean and include its successors and assignees) where the context so require include its successors and assignees of the OTHER PART.

  
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(R. PANDWAL)  
COMPANY SECRETARY  
HINDUSTAN ZINC LTD  
YASHAD BHAWAN, UDAIPUR



"Treated Sewage" means liquid residue derived from the sewage treatment process of the STP that is capable of re-use for purpose other than human consumption and meets discharge norms.

## 2. Interpretation

All the words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise.

Headings of the clauses in this agreement are merely for the purpose of convenience and shall have no bearing on the interpretation of this agreement.

## 3. Sewage Treatment Plant


3.1 HZL has agreed to construct 20 MLD STP facilities at Manwa Khara. The plant will be designed to take peak load and seasonal fluctuations with an average treatment capacity of 20 MLD based on MBBR technology as per annexure -I. The plant will meet all standards and norms prescribed by the pollution control authorities or agencies for discharge of treated water.

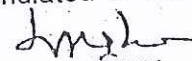
3.2 UMC, in consideration of capital expenditure and operating expenses during the term of the agreement, hereby vests HZL with the exclusive right for the term to take off treated water from STP and use at its plants or expansion location of plants. In no case HZL will use this water for commercial sale.

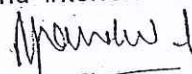
3.3 UMC hereby agrees that it will ensure delivery of whatsoever sewage generated through its collection network at the input point of STP up to 20 MLD. However, 20 MLD sewage to STP can only be assured after completion of sewerage network proposed to be done under NLCP in the STP catchment. Maintenance of the sewage collection network shall be responsibility of the UMC. The junction connections structure of sewerage system with STP shall be developed by HZL at their cost.

3.4 HZL & UMC hereby agree that the STP is capable to treating Domestic Sewage only. The UMC agrees to take all possible steps to check merging of industrial sewage & hazardous waste, if any occurring in the catchments area & lawful action shall be initiated against defaulters by UMC to check recurrences.

3.5 UMC shall have the exclusive right over the manure generated by STP. Manure shall be collected & stored properly by HZL on a site within the land provided for STP. HZL shall provided unhindered access to UMC for the purpose of disposing the manure as may be determined by UMC from time to time. UMC will take steps to dispose the manure on fortnightly basis so that it is not accumulated in the STP site and interfere with STP operations.

  
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उदयपुर (राज.)

  
(R. PANDWAL)  
COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAWAN, UDAIPUR

(R. PANDWAL) 4



## WHEREAS

1. UMC has the jurisdiction to collect, store, treat and dispose Sewage, Gas and Sludge generated from Households of Udaipur and has decided to develop Municipal Sewage collection and treatment facility for the Udaipur city to protect environment and facilitate the health and hygiene of the city.

HZL is a leading Industry in the vicinity of Udaipur engaged in the Mining and Mineral processing. It requires water, to meet its process requirement at the plants located near Debari, also to meet the requirements of future expansion and new units in the state of Rajasthan. Thus, HZL has potential to make best use of Treated Sewage Water.

In consideration to have exclusive right to use or dispose treated water, HZL offered to construct suitable Sewage Treatment Plant on behalf of UMC on DBOOT (Design Build Own Operate and Transfer) basis.

NOW THEREOFRE THE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. Definitions and Interpretation

"Agreement" means this agreement between UMC, UIT and HZL including its schedules and annexures and includes any amendments made hereto in accordance with the provision hereof.

"Date of commissioning" or DOC means the date notified by the UMC when Sewage treatment plant is complete in all respect and successful trial has been conducted of all the equipments and the STP is ready to take delivery of sewage water on regular basis.


"Effective date" means the date on which this agreement is formally signed.

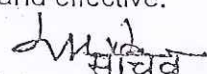
"Sewage Treatment Plant or STP" means STP with MBBR Technology with facilities including equipments and civil work created by HZL for treatment of 20 MLD of Sewage at Manwa Khera (Technology details at ANNEXURE - I.)

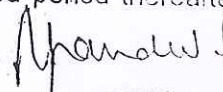
"Force Majeure Event" means any event which prevents or delays the performance of obligations under this agreement in whole or in part by either party by reasons of public agitation, civil disturbances, riots, war, hostilities, acts of public enemies civil commotion, sabotage, fire, flood, earthquake, epidemics, explosion, strikes, lockouts, acts of God, rules and regulations or delay or abandonment due to order of court or any other cause beyond the reasonable control of the party affected.

"Conveyance mains" means the pumping station and pipe line laid by HZL for taking off the treated sewage water to its existing plants or expansion locations.

"Term" means the time period of twenty five years or any extended period thereafter for which this agreement remains valid and effective.

  
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YASHAD BHAWAN, UDAIPUR

3.6 HZL may suspend the treatment Sewage at STP by giving 24 Hours notice in the event of Force majeure event, if any, arises during the term of agreement.

3.7 The land for the STP is being acquired by PHED, Government of Rajasthan. the compensation for the land would be paid by the UIT and land will be transferred in the name of UIT. The land required, by HZL for construction of STP and disposal of residual solid waste at Manwa Khera shall be provided to HZL on lease rent basis at a token amount, of Rs. 1.00/ square meter per year by UIT. However incase, the land measuring 6.51 hectares or part thereof is utilized by HZL for development of STP or its expansion in future, HZL shall reimburse the compensation amount to UIT. The land so made available shall be exclusively used for the STP and no other use. In case HZL fails to construct and operate the STP as per CPCB or RSPCB norms, UMC will be free to take possession of the land along with the STP and other fixed assets with all its operating equipments free from all encumbrances for its regular operation at risk and cost of HZL. However HZL's right for treated water would remain intact.

3.7(a) Alternatively HZL will also explore possibilities of purchasing suitable alternate land at Manwakhera or near by area. The cost of purchasing land will be born by HZL for setting of STP and lands so purchased will be surrendered to UIT by HZL and same will be again allotted to HZL on lease rent basis at a token amount of Rs. 1.00 per square meter per year by UIT for setting up STP. HZL agrees to build all necessary infrastructure facilities internal and external along with approach roads to alternate site at their cost.

HZL further agrees to bear the cost of additional trunk sewer line from the existing site of Manwakhera to alternate site. The cost of additional sewer line will be intimated by UIT to HZL.

HZL will take all necessary steps for change of land use , environmental clearance, NOC and permission for routing of sewer line and pumping facility that may be required to put on the bank of the river shall be at their cost. However, UMC or UIT (as the case may be) shall provide necessary support for getting permission from statutory body.

3.8 The STP with its operating infrastructure, tertiary and additional treatment plants, if any, fixed asset, equipments, land etc situated within the premises of the land made available to the HZL or alternate land purchased by HZL, excluding the treated water conveyance system developed by HZL for its use, shall be handed over by HZL to UMC without any encumbrances on expiry of the Term of this Agreement in working condition.

#### 4. Battery Limits

HZL battery limits will start from Sewage intake point of STP, prior to sewage intake point all the ownership or responsibilities with respect to Sewage collection system etc lies with

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## 5. Operation

HZL shall manage the operation and maintenance of STP during the term of this Agreement at its own cost including payment of power charges required for operation of the plant.

## 6. Power Connection

HZL shall take the power connection as per the requirement of the STP plant; however UMC shall provide HZL authorization required in this connection. Monthly Bills as per utilization of power shall be paid by HZL at their cost. Power, water and any other charges, expenses during construction period will be born by HZL at its own cost.

## 7. Force Majeure

Notwithstanding anything contained in this agreement, in case of a Force Majeure Event, If the party which is prevented from performing its obligations under this agreement has given notice of the force majeure event to other party, within 30 days of occurrence of such event than the particular obligation of that party, which cannot be performed due to occurrence of force majeure event shall be suspended without any liability towards the other party. The Term of this agreement shall stand extended by the time lost by virtue of such Force Majeure Event.

## 8. Dispute Resolution & Arbitration

In the event of any dispute or difference arising out of, relating to, under or in respect of this agreement between the parties the same shall be referred to the Divisional Commissioner, Udaipur by the aggrieved party and the decision made by the Divisional Commissioner will be binding on all the parties to the agreement.

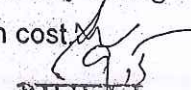
## 9. Term

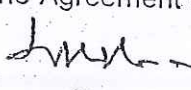
Both the parties agree that this agreement shall be valid for a period of twenty five years from the date of commissioning of the STP or signing of Agreements whichever is later, and shall be reviewed thereafter for extension with mutual consent.

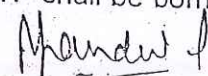
## 10. Miscellaneous

10.1 The parties hereto represent that this Agreement has been duly executed in accordance with the applicable law, regulations and bye-laws governing them and that it is valid, binding and legally enforceable upon them.

10.2 any tax liability during the Term of the Agreement relating to STP shall be borne by HZL at his own cost

  
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(R. PANDWAL)  
COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAWAN, UDAIPUR

10.3 All the notices or communication required to be served under this Agreement shall be issued by registered post, fax, E-mail or hand delivered to the following address or as intimated by each party :-

- i. Company Secretary, Hindustan Zinc Limited, Yashad Bhavan, Udaipur -313004
- ii. UMC – Commissioner, Municipal Council, Udaipur – Town Hall Road, Udaipur- 313001
- iii. UIT-Secretary, Urban Improvement Trust, Udaipur-313001

10.4 Delay in exercising or omission to exercise any right to a party under this agreement shall not impair any such right and shall not be considered to be a waiver thereof.

10.5 No modification alteration or amendment of this Agreement shall be valid unless executed with mutual consent and acknowledged accordingly.

10.6 Obtaining all the statutory certifications or clearance from Statutory Bodies and Government will be the sole responsibility of HZL. However if required, UMC may assist in getting all statutory permissions for installation of STP to HZL, for its efficient operations and developing water conveyance system for treated water to HZL plants.

10.7 HZL undertakes to build all necessary infrastructure, like roads, drainage, administrative buildings, lighting, water supply, toilets, boundary wall etc, within the STP premises at their cost and maintain the same.

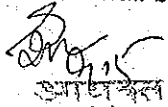
10.8 Ownership of STP, including with its developed infrastructure there in for operation will remain with HZL during Term of the Agreement.

10.9 HZL shall commission the STP within a period of 18 months from the date of taking over possession of the designated land free from all encumbrances. In case of delay on the part of HZL in constructing of STP, Performance Guarantee may be forfeited partly or fully as may be determined by the UMC. In case of failure, the land along with infrastructure so developed therein shall vest in the UMC.

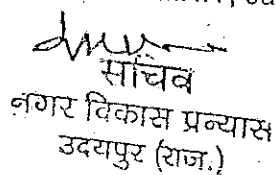
10.10 The UMC & other authorities of the Government shall have the right to enter, inspect the STP during construction, implementation or running of the project at any time with prior intimation to HZL.

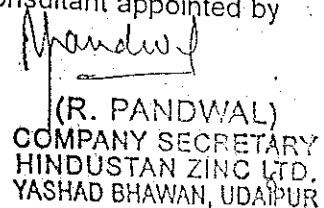
10.11 The treated water should meet the Central Pollution Control Board (CPCB) and the Rajasthan State Pollution Control Board (RSPCB) norms.

10.12 The drawings, design and project appraisal of the STP (20 MLD capacity) including the necessary infrastructures, as developed and estimated by the consultant appointed by the HZL shall be got vetted by any of the IITs or MNIT, Jaipur.

  
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HINDUSTAN ZINC LTD.  
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10.13 HZL agrees to establish a laboratory in the STP premises for day to day testing of the quality of treated sewage water meet the CPCB and RSPCB norms or standards at their cost.

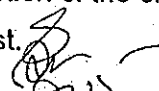
10.14 In case UMC provides more than 20 MLD of raw sewage at inlet point of STP, HZL agrees to treat the excess sewage also in the STP plants, maximum up to additional 10% of design capacity, and will be free to use the excess treated water for their own purpose. In case the raw sewage quantity gets increased more than aforesaid limit, HZL agrees in principal to modify the STP to treat the same to such an extend, it is technically feasible with limited modifications in the STP. The said modifications along with the modality of disposing the excess treated water born out of this modification shall be decided mutually at that point of time.

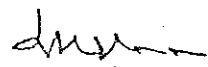
10.15 HZL agrees to utilize the treated water of STP for its own Plants and their expansion plans in future & will not use the treated water for any other commercial purpose or sale etc. And if a situation so arises that HZL is not in a position to use all the treated water in their own plants and future expansions due to any force majeure events, then the alternate disposal of treated water shall be worked out with the mutual consent of HZL and UMC.

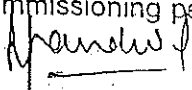
10.16 HZL agrees to be liable and responsible for any unforeseen happening or accident fatal or nonfatal in the premises of STP during its construction and operation of during the period of Term of Agreement or till such time the STP is lawfully handed over to UMC or upto the time the STP is taken over by the UMC, as the case may be. HZL will take all reasonable measures and precautions for the safety and security of the STP and its premises.

10.17 HZL agrees to be solely responsible for the happening of any theft, damage, breakages of the structure etc during construction or operation of STP & till such time the STP and its premises are handed over to, or, taken over by UMC. HZL shall restore the damages, breakages etc to its original position immediately at their cost.

10.18 HZL agrees to make investments required for the setting up of the STP and it is estimated to cost approximately Rs 26.25 crores as per ANNEXURE-II, and Rs. 10 crores for establishment of additional treatment facility to make the treated water usable in industry, excluding the cost of land for STP at Manwa khera and operation and maintenance for 25 years after commissioning of STP for generating sources of water for its plants or expansions. HZL also agrees to arrange water and electricity required during construction of the entire work and all other expenses during pre-commissioning period at their cost.

  
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COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAWAN, UDAIPUR



10.19 HZL also agrees to release 15% of the treated water from the STP in the river during dry season (March through June) every year to maintain the water table in the area for the potential users or farmers.

10.20 UMC and State Government reserve the right to terminate the agreement in case of any breach of terms and conditions of this MOU after providing an opportunity of hearing to HZL.

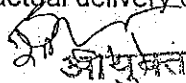
10.21 HZL also agrees to provide a performance guarantee within a period of one month from the signing of this agreement or handing over the land whichever is later, in the form of Bank Guarantee for Rs 2.5 crores from a Nationalized bank valid for 36 Month in favour of UMC for successful construction, completion and commissioning of the STP within the scheduled period of 18 months. UMC shall have right to impose penalty for non performance and forfeiture of the bank Guarantee in part or full. UMC's decision in this regard shall be final and binding on all parties.

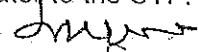
10.22 HZL agrees, to provide Rs. 15.00 crores as financial support to the implementing agency for laying of trunk sewer lines in the STP's catchment area. This amount will be paid to the implementing agency of the Sewerage project and the amount will be paid by HZL in three installments of 30% (on issuance of work order), 30% (on completion of 40% of the physical progress) and 40% (on completion of 75% of the physical progress), respectively. Any default shall attract an interest @ 18% per annum.

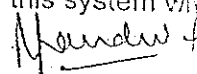
10.23 HZL agrees to pay, from date of commissioning, Rs. 20.00 lacs annually for first five years, 30 lacs annually for next five years and Rs. 40 lacs annually for rest of the years up to 25 years to UMC on account of maintenance of the sewerage network system in the catchment area of the STP. The said amount shall be payable in two equal installments every year. The first installment shall be paid within thirty days from date of commissioning and the second installment shall be paid after the completion of six month from the date of commissioning but within a period of thirty days thereafter. The installments for rest of years shall become due and payable as per the same principal at an interval of six months. Any default shall attract an interest @ 18% per annum.

10.24 HZL will also incur a minimum expenditure of Rs. 1.00 Crore per annum under its corporate social responsibility in Udaipur city and the utilization of this amount will be decided by a committee under the chairmanship of the District Collector, Udaipur, Chair person of Municipal Council, secretary, UIT and a representative of HZL as its member and Commissioner, UMC as its member Secretary.

10.25 In case the water tariff for industrial use is increased by the competent authority in future, HZL agrees to pay 40% of such incremental tariff to UMC on monthly basis. This increase rate will be calculated on the basis of 20.00 MLD of water supply, irrespective of the actual delivery of raw sewage water to the STP. However, this system will come in

  
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to force only after the completion of 5 years from date of commissioning of the STP. Any default shall attract an interest @ 18% per annum.

10.25(a) HZL further agrees to abide by rules of National and State water policy as approved by State Government and in case of water crisis the orders of State Government shall prevail for such duration.

10.26. HZL undertakes to plant trees in the buffer zone of the premises and maintain the same.

10.27. All parties shall abide by any amendment or directions issued by State Government which shall be mutually agreed in writing upon by all parties to the Agreement from time to time in respect of all the clauses of this Agreement in future.

### 11 Court of Jurisdiction

The courts situated at Udaipur in the State of Rajasthan shall alone have jurisdiction over matters arising out of this agreement

This Agreement bears the approval of the State Government vide letter no F55()PA/SE/DLB/10/STP/Udaipur/12664 dated 16.8.2011 and No 2077 dated 01.05.2012.

IN WITNESS whereof the parties have executed this Agreement on the date and month aforementioned in the presence of witness named hereunder:

For and on Behalf of:

UMC [Signature]

Name Satyaj Narayan Acharya

Designation आयुक्त

Date नगर परिषद, उदयपुर

Place

UIT [Signature]

Name Dr. R. P. Sharma

Designation \_\_\_\_\_

Date 09-05-2012

Place Udaipur

HZL [Signature]

Name (R. PANDWAL)  
COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAVAN, UDAIPUR

Designation \_\_\_\_\_

Date

Place

In witness hereof:

1. [Signature]  
(B. C. Dethon) HZL

2. [Signature]  
(B. L. Kolhan)

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नगर विकास प्रन्यास  
उदयपुर (राज.)

witness 3  
[Signature]  
(S. K. Vashney)

witness 4  
[Signature]  
(Anil K. Dethon)



1943/SC-  
16/9/15

SE / TL MLCP

5663  
15/9/15

No. HZL/HO/PROJ/STP/2014-15

Date: 14/09/2015

To,  
Secretary  
Urban Improvement Trust  
Udaipur

**Subject:** - Draft tripartite agreement (TPA) for expansion capacity of existing 20 MLD sewerage treatment plant to 40 MLD at Eklingpura in context to the increasing capacity of main trunk line with adding discharge of proposed intake structure of open sewerage nallahs of catchment in vicinity of main trunk line laid Ayad River, Udaipur.

Sir,

Expansion of STP capacity from 20 to 40 MLD was initiated & proposed vide your letter no. F.14(35)Engg/2011/117 Dated 02.02.2015 & subsequent letter F.14(35)Engg/2011/263 Dated 13.03.2015, UIT also intended that, HZL will borne this additional expenses as estimated to Rs 2.5 Cr for enhancing capacity of existing Trunk line to 45 MLD, falling in between Lake city mall to bypass NH bridge of Ahad River. HZL agreed to provide the financial support of Rs 2.5 Cr for the same, vide letter no. HZL/HO/PROJ/STP/2014-15 dated 08.07.2015.

In accordance to above, HZL has come forward & explored the possibility of expansion of STP capacity in existing location at Eklingpura and HZL has prepared the draft tripartite agreement for the said expansion & submitted to UIT vide its letter no. HZL/HO/PROJ/STP/2014-15 dated 10.08.2015. for according approval. The said agreement was also jointly discussed in your chamber on same day, in the presence of HZL representatives Mr CSR Mehta, Mr Mukesh Kumar & Mr B.S.Rathore & other officials of UIT. UIT also cleared the draft TPA with minor corrections. Copy of the same is attached as Annex-A. In the approved draft following clauses were excluded since these were already covered in original TPA dated 9.5.2012.

1. CSR expenses of Rs 1 Cr/annum for beautification of Udaipur city.
2. Annual maintenance charges of existing net work sewer system.
3. Incremental water tariff of industrial water if revised by GoR in future.
4. Submission Bank guarantee (BG) of Rs 2.5 Cr, valid for 36 month period for completion of STP within period of 18 months from signing of TPA.

In addition to above we also requested that additional completion cost of existing trunk line shall be incurred by UIT.



Then afterwards, it was decided by UIT that, the draft tripartite agreement for expansion of STP capacity should be prepared in accordance to the provision of existing TPA clause No 10.14.& and revised tripartite agreement was again drafted by your office. In the revised draft all the additional expenses to be borne by HZL as provided in original TPA signed on 5<sup>th</sup> May 2012 was included, along with expenses to be incurred in future for additional trunk line extended from Lake city mall to Gumania nalla joining to Ahad river & then both side along Gumania nalla upto Cause way near UIT office.

The revised draft of TPA for STP phase II as mailed by UIT dated 31.8.2015 was reviewed by HZL. HZL comments on the same are as follows :-

- **CSR expenses Rs 1 Cr/annum for beautification of Udaipur city.**

HZL has already agreed to incur expenditure Rs 1 Cr annually towards beautification of Udaipur city under CSR as part of STP phase -I dated 9.5.2012. Besides this HZL is also doing lot many work under CSR for Udaipur city as agreed with GoR . Therefore we request that , we may be exempted from additional expenditure to Rs 1 Cr towards CSR in STP Phase-II. UIT is requested to review the same.

- **Annual maintenance charges of existing net work sewer system.**

Under STP phase I HZL has agreed & is paying the annual maintenance of Rs 20 Lac for first five year ,Rs 30 lac annually for next five year and Rs 40 Lac for rest of year up to 25 year period for the annual maintenance of existing sewer net work to MCU as per TPA clause 10.24 . Therefore we request that , additional financial obligation for STP phase II, for the annual maintenance provision may be exempted and UIT is requested to review the same .

- **Incremental water tariff of industrial water if revised by GoR in future**

Since HZL is treating waste water and for operation & maintenance of STP, huge cost is incurred. We are also saving potable water by using STP treated water in mines & smelters, Therefore UIT is requested that HZL may be exempted from further water tariff for STP phase II.



- **Submission Bank guarantee( BG) of Rs 2.5 Cr , valid for 36 month period for completion of STP within period of 18 months from signing of TPA.**

The BG of Rs 2.5 Cr was already submitted vide BG no 30736 Dated 12.02.2013 for STP phase I valid as per the clause no 10.21 of TPA of STP phase I. HZL have completed construction of the STP within stipulated period & put in operation. We are voluntarily doing lot of CSR works other then STP also with GoR. Therefore we request that, we should be exempted to submit fresh BG.

- **Additional completion cost of existing trunk line to be incurred by UIT.**

As per original TPA for STP phase I HZL was to provide financial support of Rs 15 Cr towards laying of trunk line by UIT. Subsequently on request of UIT, HZL has paid Rs 27.94 Cr due to cost escalation . Now payment of any further amount towards above work may be borne by UIT. Therefore HZL request that this may please be reviewed by UIT.

- **New trunk line to be constructed in future by UIT .**

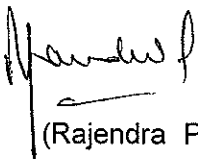
HZL has already agreed to install STP phase II and will operate & maintain the same , therefore HZL request that laying of trunk line as proposed by UIT may please be done by UIT with their own financial recourses, and also maintain the same.

In view of above HZL once again request UIT to review additional clauses included in revised draft tripartite agreement for STP Phase II. HZL is committed to commission the STP Phase II for additional capacity of 20 MLD to make it total 40 MLD and will agree to operate and maintain the same for the period as stipulated.

Thanking

Your Sincerely

For Hindustan zinc ltd



(Rajendra Pandwal)

Company Secretary

(R. PANDWAL)  
COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAWAN, UDAIPUR

EE(E) put up in old file  
11/08/15



No. HZL/HO/PROJ/STP/2014-15

Date: 10<sup>th</sup> August 2015

To,  
Secretary  
Urban Improvement Trust  
Udaipur

*ZE*  
*put up*  
*11/08/15*

**Subject: - Draft tripartite agreement for expansion capacity of existing 20 MLD sewerage treatment plant to 40 MLD at Eklingpura in context to the increasing capacity of main trunk line with adding discharge of proposed intake structure of open sewerage nallahs of catchment in vicinity of main trunk line laid Ayad River, Udaipur.**

Sir,

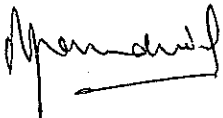
In continuation to our office letter no HZL/HO/PROJ/STP/2014-15 dated 08/07/2015 we are enclosing herewith the draft tripartite agreement for the expansion of STP from 20 MLD to 40 MLD capacity in the available space at existing Eklingpura STP site Udaipur. The terms and conditions of the draft MOU are more or less same as of the earlier tripartite agreements signed by us on 9 May 2012, which was approved by Government of Rajasthan vide their letter no F550 PA /SE/DLB/10/STP/Udaipur/12664 Dated 16.8.2011 and No 2077 Dated 01.05.2012.

You are therefore requested to obtain the formal approval of the same from appropriate competent authority, and inform us, so that same can be formally be executed and expansion work can be started.

Thanking

Yours sincerely

For Hindustan Zinc Ltd.



(RajendraPandwal)

(R. PANDWAL)  
Company Secretary COMPANY SECRETARY  
HINDUSTAN ZINC LTD.  
YASHAD BHAWAN, UDAIPUR

Cc: a) District Collector Udaipur – Submitted for information

b) Commissioner Municipal Corporation Udaipur- Submitted for Information

**Hindustan Zinc Limited**

Registered Office: Yashad Bhawan, Udaipur (Rajasthan) - 313 004  
T +91-294 660 4000-02 F +91-294 242 7734 www.hzindia.com  
CIN : L27204RJ1966PLC001208



F No. J-16011/14/2007-NRCD-II  
Government of India  
Ministry of Environment & Forests  
National River Conservation Directorate

San Signal ORIGINAL  
fated

7002/SUB/17  
30-8-08

TL (NLCP)  
30-08-08

2/18  
Paryavaran Bhavan,  
CGO Complex, Lodhi Road,  
New Delhi-110003  
Dated: 6.8.2008  
14

To, ✓  
The Secretary,  
Local Self Government Department,  
Government of Rajasthan,  
Secretariat,  
Jaipur (Rajasthan)



Sub: Administrative Approval and Expenditure Sanction for the budget amounting to Rs. 41.86 crores towards the project 'Conservation and Sustainable Management of Fatehsagar Lake' in Udaipur (Rajasthan) under National Lake Conservation Plan (NLCP) and Release of Grants-in-Aid Rs. 7,32,50,000/- (Rupees seven crores thirty two lakhs and fifty thousands only) as mobilization advance.

1. ~~It is directed to convey the sanction of the President to the grant of Administrative Approval and Expenditure Sanction (AA & ES) for the project 'Conservation and Sustainable Management of Fatehsagar Lake' in Udaipur (Rajasthan) under the National Lake Conservation Plan (NLCP), with the sanctioned budget as Rs.41.86 crores, out of which Government of India's share would be 70% or Rs.29.30 crores and the balance of 30% of Rs.12.56 crores is to be borne by the Government of Rajasthan. The details of items sanctioned under the scheme are furnished in General Abstract of Cost Estimates (Annexure).~~

2. The sanction of the President is also accorded for release of Grants-in-Aid of Rs.7,32,50,000/- (Rupees seven crores thirty two lakhs and fifty thousands only) as mobilization advance towards implementation of the project in the financial year 2008-09.

3. The Administrative Approval & Expenditure Sanction for the project is subject to the following conditions:

- (i) NRCD's liability would be limited to Rs.29.30 crores (70% of the total project cost) and the balance 30% of the project cost i.e. Rs. 12.56 crores shall be borne by the State Govt of Rajasthan.
- (ii) Any excess cost, for whatsoever reasons, over and above the sanctioned cost shall be borne by the State Govt. of Rajasthan.
- (iii) The scheme is scheduled to be completed within 30 months from the date of this sanction. The time schedule should be strictly adhered to and any increase in cost due to time overrun shall be borne by the State govt.
- (iv) Any project cost overrun is to be met entirely by the State Government/Implementing Agency. Commitment to this effect is to be furnished.



(v) O&M is the responsibility of the Implementing Agency and cost overrun if any for O&M is to be met by State Government/Implementing Agency.

(vi) The State Government/Implementing Agency is to maintain separate accounts for the schemes under MoUD and MoEF.

4. The release of funds is subject further to the following terms and conditions:

4.1 Financial Aspects:

(i) The terms and conditions as stipulated in the orders conveying Administrative Approval & Expenditure Sanctions (AA&ES) in respect of the schemes under the Plan issued from time to time shall be adhered to during implementation of the projects.

(ii) Any escalation over and above the sanctioned cost in respect of individual projects shall be borne by the State Government. The Implementing Agency has to take this into account while incurring expenditure on the approved projects.

(iii) The details of the proposed works considered by SFC conditions and the observations recorded in the minutes of the SFC meeting held on 19.6.2008 shall be strictly adhered to.

(iv) The State Govt. shall take all necessary legal and executive measures to ensure that local bodies augment their resources for Operation & Maintenance of the assets created under the River/Estuarine Conservation Plan. Also close monitoring of works is done to ensure that the sanctioned scheme is completed within the sanctioned cost and time.

(v) Appropriate policy initiatives will be taken by State Govt to tackle non-point sources of pollution including agricultural run-off, industrial pollution and solid waste management.

(vi) On receipt of the grant, the grantee/State Government of Rajasthan shall also contribute their corresponding share of expenditure immediately and confirm the same to this Ministry. Further installments of grants from the Central Government would be released only after the such contribution.

(vii) The funds released for the projects should be operated through a separate interest earning bank account. The interest thus earned should be credited to the project and reflected in the Utilisation Certificates from time to time and shall be adjusted towards future funds release for the project.

(viii) The Government of India reserves the right to withdraw the sanction at any stage if it is convinced that the amount released has not been properly utilized or appropriate progress is not being made.

(ix) The Implementing Agency is not permitted to seek or utilize funds for the same purpose from any other organization (Government, semi-Government, autonomous or private).

(x) The implementing agency shall furnish monthly expenditure statements in the prescribed forms from the commencement of the project. These should be submitted by the 20<sup>th</sup> of the following month for the preceding month.



(xi) The implementing agency shall furnish to the NRCD a utilization certificate in respect of grants-in-aid received during the various quarters as under:-

1 <sup>st</sup> Quarter	April - June	15 <sup>th</sup> August
2 <sup>nd</sup> Quarter	July - September	15 <sup>th</sup> November
3 <sup>rd</sup> Quarter	October - December	15 <sup>th</sup> February
4 <sup>th</sup> Quarter	January - March	15 <sup>th</sup> May

(xii) It is the responsibility of the implementing agency to ensure that the assets are exclusively used for the purpose for which the grant is sanctioned and to maintain the assets and their records properly.

(xiii) All the assets acquired/created out of the grants shall not be disposed of, encumbered, or utilized for any purpose other than that for which sanctioned.

#### 4.2 Audit:

(a) The Comptroller & Auditor General of India at his discretion shall have the right of access to the books and accounts of the Implementing Agency receiving the funds from the Government of India for the purpose of Audit.

(b) The books of accounts of the grantee, relating to this grant, shall be open to Audit by the Internal Audit Wing of this Ministry.

(c) The implementing agency shall furnish to the Government annually a report of its work within three months, and its audited statement of accounts within nine months of the financial year.

#### 4.3 Submission of Physical Progress Reports (PPR):

(a) Physical Progress Reports (PPRs) in the prescribed format shall be signed by at least two designated officers of the Implementing Agency, one of whom will be Chief Engineer/ Head of the Department.

(b) The signing officer will indicate his name and designation in full in capital letters and affix official seal under the signature. While fax PPRs will be accepted for commencement of the processing of the case, ink-signed PPRs must follow by Speed Post.

(c) Consistency between physical progress and expenditure shall be maintained and reasons for substantial variations i.e., more than 10% shall be appropriately explained against each item.

#### Submission of Utilisation Certificate (UCs)

The Utilisation Certificate (UCs) in the prescribed format shall be signed and stamped by the Head of the Organisation, Head of the Accounts Department and field level functionary at Executive Engineer level/ Principal Investigator, as applicable. The name and designation of the officers signing the UCs shall be clearly mentioned in full and in capital letters.

#### 4.5 Project Management & Monitoring:

(a) Time and cost overrun leading to delay in implementation of projects is viewed with serious concern by the Government and as per instructions contained in Cabinet Secretary's D.O. letter No.261/1/10/2000-Cab dated June 4, 2001 read with Planning Commission's D.O. letter No.0-



14015/2/98-PAMD dated 19.8.1998, mandatory Review of the Schemes must be carried out from time to time so as to assess the expenditure trend and time schedule of the schemes and appropriate action against those responsible delays shall be taken in accordance with the instructions.

(b) Inter-Departmental Monitoring Committee shall be set up at the State/UT and Divisional/District levels. The State level Committee will be chaired by Principal Secretary of the Department concerned and a balanced and representative composition of representatives of all Departments and agencies concerned for ensuring timely and qualitatively sound execution of works.

(c) The Urban Local Body level Committee will be constituted under the Chairmanship of the Chief Executive Officer of the Municipal Corporation/Committee and have representatives from all executing agencies concerned. The intervention of District Magistrate/ Collector shall be sought for resolution of inter-Departmental issues.

(d) Lake Monitoring Committees shall be constituted in the towns where the NLCB works are proposed to be taken up.

4.6 Inspection:

(a) The Government of India may depute any person to visit the implementing agency for the purpose of monitoring its work. Full facilities shall be provided by the implementing agency to the persons deputed for inspection by the Government of India.

(b) The implementing agency shall maintain separate audited accounts for the project. If it is found expedient to keep a part or the whole amount in a bank account earning interest, the interest thus earned has to be reported as a credit to the grantee adjustable towards further instalments of grant.

4.7 Operation & Maintenance:

(a) Assets created under the NLCB shall be handed over to the local body after completion and construction agency shall continue to maintain assets on contract basis till such time the local body requires the necessary technical expertise for this purpose.

(b) Local communities shall be involved in the operation and maintenance of non-core schemes.

4.8.1 Miscellaneous:

Any staff that may be employed for preparation, execution or operation of the project by the implementing agency are not to be treated as employees of the Government of India. They shall be governed solely by the rules of the grantee with respect to all matters including terms and conditions of service. The deployment of such staff at the time of completion or termination of the project will not be the concern or responsibility of the Government of India.

5. This is a recurring grant and this is the first release for the project and hence no previous UC is required. The grantee institution is a State Government Body.



The Drawing and Disbursing Officer, National River Conservation Directorate, Ministry of Environment and Forests is hereby authorized to prepare and submit bill for final payment of an amount of Rs. 7,32,50,000/- (Rupees seven crores thirty two lakhs and fifty thousands only) to the Pay Accounts Officer, Ministry of Environment & Forests, New Delhi, who will direct Union Bank of India, Sunder Nagar, New Delhi to make payment electronically i.e. through CBS/RTGS to the Rajasthan Urban Infrastructure Finance & Development Corporation (RUIFDCO), Jaipur-302 004 (Rajasthan) whose bank details are given below:

Name of implementing Agency/PI	Addresses of Implementing Agency	Name of Bank where Account of Agency held	Name & Complete Address of the Bank Branch	MICR Code & IFSC Code	Type of Account	Account No.
Rajasthan Urban Infrastructure Finance & Development Corporation (RUIFDCO) JAIPUR	RUIFDCO 02, Town Planning Building, JDA Circle, Jaipur	State Bank of Bikaner & Jaipur (SBBJ)	SBBJ, 4-LA-2, Jawahar Nagar, Jaipur-302 004	MICR Code - 302003028 IFSC Code - SBBJ0010559	Savings Bank Account	61050703678

7. The fund release amounting to Rs. Rs.7,32,50,000/- (Rupees seven crores thirty two lakhs and fifty thousands only) is to be exclusively used for the works for which it is sanctioned and will not be diverted for any other project. The interest earned on the fund released for the period shall be credited to the project.

The Expenditure is debit able to the Major Head '3435.04.101.05.00.31' Grants-in-aid, National River Conservation Plan (NLCP) under Demand No. 30 -Ministry of Environment & Forests for the financial year 2008-09 (Plan).

9. In case of violation of any of these conditions of the grant or in case of closure or dissolution of the grantee organization, the Government shall take possession of all the assets of the organization acquired out of the Government grants and use them in any manner deemed appropriate or to recover from the organization the value of such assets at its discretion.

10. This issues under the powers delegated to the Ministry of Environment & Forests in the approval Minister of Environment & Forests as well as with the concurrence of IFD vide their Dy. No.1105/JS & FA/F/08 dated 17.7.08.


Yours faithfully,

(C. Uppili)

Under Secretary to the Govt. of India.

Copy forwarded for information & necessary action to:

1. The P.A.O., Ministry of Environment & Forests New Delhi-110003.
2. DDO (NRC'D)-2 copies.
3. The Director of Audit, Commercial Scientific & Misc. Works, AGCR Building I.P. Estate, New Delhi.
4. The Principal Secretary, Urban Governance, Government of Rajasthan, Secretariat, Jaipur.
5. The District Director, Udaipur (Rajasthan).
6. JS (R&V)/Dir (F)/Dir (D)/Dir (HA)/DD (SKS)/US (F)/US (P)
7. Sanction Folder/Guard file.
8. Computer Room.

  
(C. Uppili)

Under Secretary to the Govt. of India.



1678/1566109/1  
9-2-09

F. No. J-16011/14/2007-NRCD-II (Vol.II)  
Government of India  
Ministry of Environment & Forests  
National River Conservation Directorate

Paryavaran Bhavan,  
CGO Complex, Lodhi Road,  
New Delhi-3  
Dated: 4.2.2009

To,  
The Secretary,  
Local Self Government Department,  
Government of Rajasthan,  
Secretariat,  
Jaipur (Rajasthan)

3347  
21/2/09  
24/2/09  
RH  
13/2/09

Sub: Administrative Approval and Expenditure Sanction for the project 'Conservation and Sustainable Management of Pichola Lake System' in Udaipur (Rajasthan) under National Lake Conservation Plan (NLCP)-reg.

Sir,

I am directed to convey the sanction of the President to the grant of Administrative Approval and Expenditure Sanction (AA & ES) for the project 'Conservation and Sustainable Management of Pichola Lake System' in Udaipur (Rajasthan) under the National Lake Conservation Plan (NLCP), with the sanctioned budget as Rs.84.75 crores, out of which Government of India's share would be 70% or Rs.59.33 crores and the balance of 30% of Rs.25.42 crores is to be borne by the Government of Rajasthan. The details of items sanctioned under the scheme are furnished in General Abstract of Cost Estimates (Annexure).

The Administrative Approval & Expenditure Sanction for the project is subject to the following conditions:

- (i) NRCD's liability would be limited to Rs.59.33 crores (70% of the total project cost) and the balance 30% of the project cost i.e. Rs.25.42 crores shall be borne by the State Govt of Rajasthan.
- (ii) Any excess cost/cost overrun, for whatsoever reasons, over and above the sanctioned cost shall be borne by the State Govt. of Rajasthan/Implementing Agency.
- (iii) The scheme is scheduled to be completed within 36 months from the date of this sanction. The time schedule should be strictly adhered to and any increase in cost due to time overrun shall be borne by the State govt.
- (iv) The details of the proposed works considered by EFC and also the conditions and observations recorded in the minutes of the EFC meeting held on 24.12.2008 (copy enclosed) shall be strictly adhered to in addition to the following:
  - a) The Government of Rajasthan shall ensure a synergy between the integrated project for sewerage and sewage treatment for the Udaipur town planned from State funds and that proposed for the catchment area of Fatehsagar lake and Pichola lake under NLCP as discussed and decided



- b) The State Govt./State Administration shall take steps to notify the revised lake boundary. The State Govt. is also committed to resolving the administrative constraints like encroachment removal or providing other commitments to ensure smooth and timely implementation of the project.
- c) A resolution on 'dedicated streams' for affecting release of funds for O&M of the project shall be passed by the urban local body identified for the project.
- d) The State Govt. shall take cognizance of the various suggestions made by the representatives from the MoUD & the Ministry of Finance and their due incorporation in the project.
- (v) O&M is the responsibility of the Implementing Agency and cost overrun if any for O&M is to be met by State Government/Implementing Agency.
- (vi) The State Government/Implementing Agency is to maintain separate accounts for the schemes under MoUD and MoEF.
3. The sanction of funds is subject further to the following terms and conditions:
- 3.1 Financial Aspects:
- (i) The terms and conditions as stipulated in the orders conveying Administrative Approval & Expenditure Sanctions (AA&ES) in respect of the schemes under the Plan issued from time to time shall be adhered to during implementation of the projects.
- (ii) Any escalation over and above the sanctioned cost in respect of individual projects shall be borne by the State Government. The Implementing Agency has to take this into account while incurring expenditure on the approved projects.
- (iii) The State Government shall take all necessary legal and executive measures to ensure that local bodies augment their resources for Operation & Maintenance of the assets created under the River/Lake Conservation Plan. Also, close monitoring of works is done to ensure that the sanctioned scheme is completed within the sanctioned cost and time.
- (iv) Appropriate policy initiatives will be taken by State Govt. to tackle non-point sources of pollution including agricultural run-off, industrial pollution and solid waste management.
- (v) On receipt of the grant, the grantee/State Government of Rajasthan shall also contribute their corresponding share of expenditure immediately and confirm the same to this Ministry. Further installments of grants from the Central Government would be released only after the such contribution.
- (vi) The funds released for the projects should be operated through a separate interest earning bank account. The interest thus earned should be credited to the project and reflected in the Utilisation Certificates from time to time and shall be adjusted towards future funds release for the project.
- (vii) The Government of India reserves the right to withdraw the sanction at any stage if it is convinced that the amount released has not been properly utilized or appropriate progress is not being made.
- (viii) The Implementing Agency is not permitted to seek or utilize funds for the same purpose from any other organization (Government, semi-Government, autonomous or private).

(Signature)



(ix) The implementing agency shall furnish monthly expenditure statements in the prescribed forms from the commencement of the project. These should be submitted by the 20<sup>th</sup> of the following month for the preceding month.

(x) It is the responsibility of the implementing agency to ensure that the assets are exclusively used for the purpose for which the grant is sanctioned and to maintain the assets and their records properly.

(xi) All the assets acquired/created out of the grants shall not be disposed of, encumbered, or utilized for any purpose other than that for which sanctioned.

### 3.2 Audit:

(a) The Comptroller & Auditor General of India at his discretion shall have the right of access to the books and accounts of the Implementing Agency receiving the funds from the Government of India for the purpose of Audit.

(b) The books of accounts of the grantee, relating to this grant, shall be open to Audit by the Internal Audit Wing of this Ministry.

(c) The implementing agency shall furnish to the Government annually a report of its work within three months, and its audited statement of accounts within nine months of the financial year.

### 3.3 Submission of Physical Progress Reports (PPR):

(a) Physical Progress Reports (PPRs) in the prescribed format shall be signed by at least two designated officers of the Implementing Agency, one of whom will be Chief Engineer/ Head of the Department.

(b) The signing officer will indicate his name and designation in full in capital letters and affix official seal under the signature. While fax PPRs will be accepted for commencement of the processing of the case, ink-signed PPRs must follow by Speed Post.

(c) Consistency between physical progress and expenditure shall be maintained and reasons for substantial variations i.e., more than 10% shall be appropriately explained against each item.

### 3.4 Submission of Utilisation Certificates (UCs):

The Utilisation Certificates (UCs) in the prescribed format shall be signed and stamped by the Head of the Organisation, Head of the Accounts Department and field level functionary at Executive Engineer level/ Principal Investigator, as applicable. The name and designation of the officers signing the UCs shall be clearly mentioned in full and in capital letters.

### 3.5 Project Management & Monitoring:

(a) Time and cost overrun leading to delay in implementation of projects is viewed with serious concern by the Government and as per instructions contained in Cabinet Secretary's D.O. letter No.261/1/10/2000-Cab dated June 4, 2001 read with Planning Commission's D.O letter No.O-14015/2/98-PAMD dated 19.8.1998, mandatory Review of the Schemes must be carried out from time to time so as to assess the expenditure trend and time schedule of the schemes and appropriate action against those responsible delays shall be taken in accordance with the instructions.

*[Handwritten signature]*



b) Inter-Departmental Monitoring Committee shall be set up at the State/UT and Divisional/District levels. The State level Committee will be chaired by Principal Secretary of the Department concerned and a balanced and representative composition of representatives of all Departments and agencies concerned for ensuring timely and, qualitatively sound execution of works.

c) The Urban Local Body level Committee will be constituted under the Chairmanship of the Chief Executive Officer of the Municipal Corporation/Committee and have representatives from all executing agencies concerned. The intervention of District Magistrate/ Collector shall be sought for resolution of inter-Departmental issues.

(d) Lake Monitoring Committees shall be constituted in the towns where the NLCP works are proposed to be taken up.

### 3.6 Inspection:

(a) The Government of India may depute any person to visit the implementing agency for the purpose of monitoring its work. Full facilities shall be provided by the implementing agency to the persons deputed for inspection by the Government of India.

(b) The implementing agency shall maintain separate audited accounts for the project. If it is found expedient to keep a part or the whole amount in a bank account earning interest, the interest thus earned has to be reported as a credit to the grantee adjustable towards further instalments of grant.

### 3.7 Operation & Maintenance:

(a) Assets created under the NLCP shall be handed over to the local body after completion and construction agency shall continue to maintain assets on contract basis till such time the local body acquires the necessary technical expertise for this purpose.

(b) Local communities shall be involved in the operation and maintenance of non-core schemes.

### 3.8 Miscellaneous:

Any staff that may be employed for preparation, execution or operation of the project by the implementing agency are not to be treated as employees of the Government of India. They shall be governed solely by the rules of the grantee with respect to all matters including terms and tenure of service. The deployment of such staff at the time of completion or termination of the project will not be the concern or responsibility of the Government of India.

4. The Expenditure is debitable to the Major Head '3435.04.101.05.00.31' Grants-in-aid, National Lake Conservation Plan (NLCP) under Demand No. 30 -Ministry of Environment & Forests for the financial year 2008-09 (Plan).

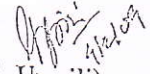
5. In case of violation of any of these conditions of the grant or in case of closure or dissolution of the grantee organization, the Government shall take possession of all the assets of the organization acquired out of the Government grants and use them in any manner deemed appropriate or to recover from the organization the value of such assets at its discretion.

*[Handwritten signature]*  
4/2/09



6. This issues under the powers delegated to the Ministry of Environment & Forests with the concurrence of IFD vide their Dy. No.153/JS & FA/F/09 dated 23.1.2009. The project also has the approval of Minister of Environment & Forests and Department of Expenditure, Ministry of Finance, vide UO No.54(11)/PF-II/2008 dated 4.2.2009.

Yours faithfully,

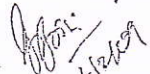


(C. Uppili)

Under Secretary to the Govt. of India.

Copy forwarded for information & necessary action to:

1. The P.A.O., Ministry of Environment & Forests New Delhi-110003.
2. DDO (NRCD)-2 copies.
3. The Director of Audit, Commercial Scientific & Misc. Works, AGCR Building, I.P. Estate, New Delhi.
4. The Principal Secretary, Urban Governance, Government of Rajasthan, Secretariat, Jaipur.
5. The District Collector, Udaipur (Rajasthan).
6. JS (RG)/Dir (F)/Dir (LK)/Dir (HA)/DD (SKS)/US (F)/US (P)
7. Sanction Folder/Guard file.
8. Computer Room.



(C.Uppili)

Under Secretary to the Govt. of India.

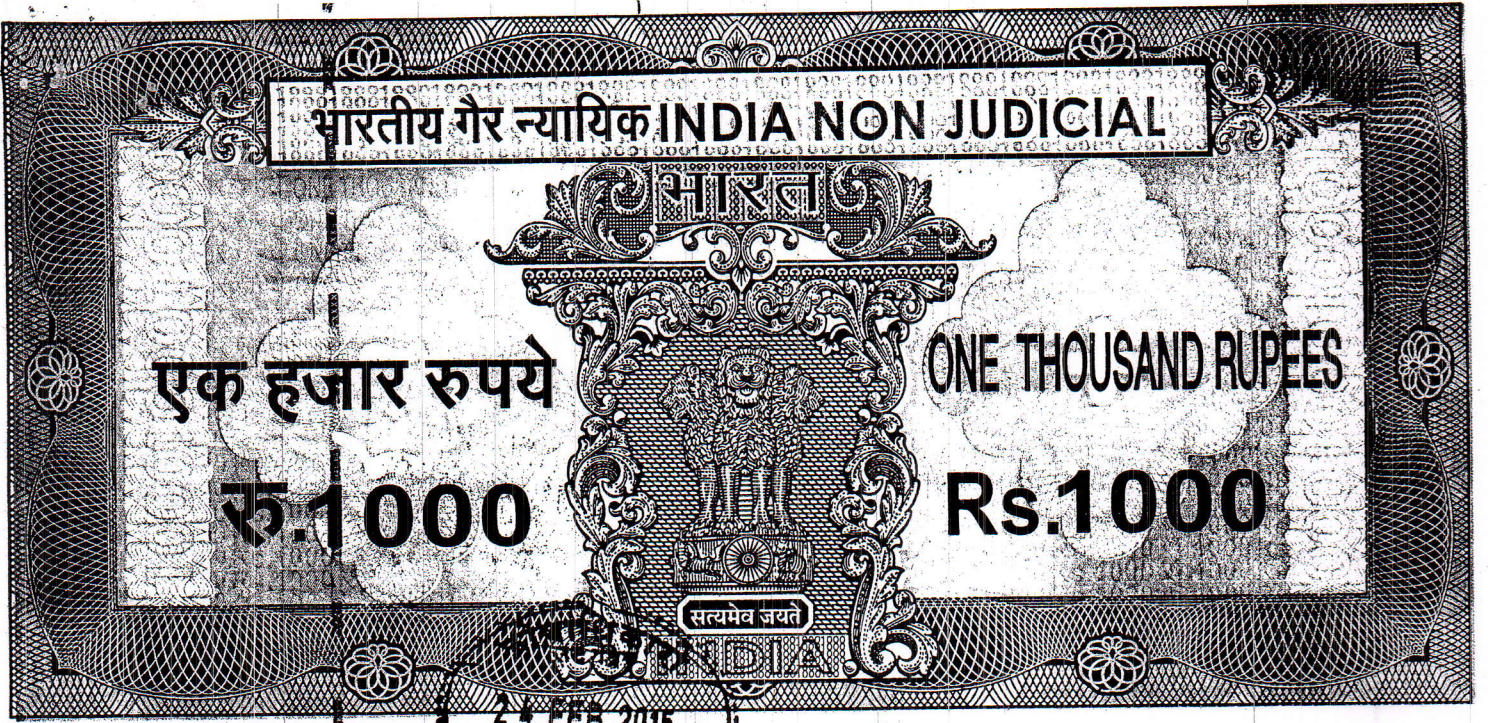


The break-up of cost estimates for different components recommended by EFC are as under:-

S.No.	Project Component	Cost (in Rs. crores)
1.0	Interception and Diversion of sewage for catchment areas of the lake system (Sewers, Sewage pumping station)	25.00
2.0	De-silting	
3.0	De-weeding	13.49
4.0	Storm water management (including Development of artificial wetland)	2.00
5.0	Hydraulic improvement of Sisarma feeder and other inflow channels	4.38
6.0	Installation of ozonizer cum floating fountains	5.008
7.0	Catchment area treatment (Gabion structures, dykes, retaining wall, reclamation of mined out areas, green belt, afforestation etc)	2.40
8.0	Solid waste management	9.45
9.0	Shoreline demarcation, protection and other lake front development works like island improvement, community toilets, renovation of roads/pavements, crematoria improvement etc.	1.14
10.0	Shifting of idol immersion and dhoboghats	9.725
11.0	Aquaculture for ecological balance and Conservation of biodiversity and avifauna	2.93
12.0	Public awareness and organizational restructuring/institutional strengthening	2.00
13.0	Water quality monitoring	0.50
	Total	0.45
	Cent ages @ 8%	78.473
	Total project cost	6.278
	Govt. of India share, @ 70%	84.75 ✓
	State Govt. share, @ 30%	59.33 ✓
		25.42 ✓

7. The meeting ended with a vote of thanks to the Chair.





राजस्थान RAJASTHAN

E 245935

राजस्थान अनुबन्ध पत्र

यह अनुबन्ध पत्र आज दिनांक 13-03-2015 को निम्न पक्षकारन के मध्य निम्नलिखित विवरण एवं शर्तों के साथ एतद् द्वारा सम्पादित किया जाता है :-

आयुक्त नगर निगम मुख्यालय टाउन हॉल उदयपुर

प्रथम पक्षकार

मैसर्स एम.एम. इन्टर प्राइजेज, 7 प्रथम तल देहली गेट, उदयपुर (राज.)

द्वितीय पक्षकार

जिसका पालन दोनों पक्षकारों द्वारा किया जाएगा।

1. यह कि प्रथम पक्षकार द्वारा जन सुविधा के लिए नगरीय बस सेवा संवाहन संधारण के कार्य हेतु दिनांक 25.2.2015 को निविदाएं आमंत्रित कि गई।
2. आमंत्रित निविदा में द्वितीय पक्षकार के तकनिकी बीड में सफल रहने पर वित्तीय बीड दिनांक 27.2.2015 को उपस्थिति निविदादाता के समक्ष कमेटी द्वारा खोली गई जिसमें प्रथम पक्षकार द्वारा अधिकतम देय राशि 9,60,000/- रुपये आठ बसों की प्रति वर्ष देय राशि मय समस्त व्यय व पी.ओ.एल. के दी गई। जिसे नेगोसियेशन के दौरान फर्म द्वारा बढ़ा कर 10,00,000/- रुपये आठों बसों के प्रति वर्ष समस्त व्यय मय पी.ओ.एल. निविदा की शर्तों पर देने की सहमति दी गई जिसे कमेटी द्वारा स्वीकृत किया गया।

For M.M. ENTERPRISES

1

आयुक्त  
नगर निगम, उदयपुर

महापौर  
नगर निगम, उदयपुर


PARTNER




3. द्वितीय पक्षकार द्वारा आठों बसों की सिक्युरिटी बतौर 16,00,000/- रूपयें का बैंक संख्या 636337 दिनांक 10.6.2015 एस.बी.बी.जे. बैंक का प्रस्तुत किया है उक्त राशि की बैंक गारण्टी तीन माह के अन्दर आयुक्त नगर निगम उदयपुर के पक्ष में द्वितीय पक्षकार द्वारा जमा कराई जायेगी। यह राशि पर्फोमेन्स गारण्टी के अतिरिक्त रहेगी जो अनुबन्ध समाप्ती के एक माह बाद लौटा दी जायेगी।
4. सिटी बस संचालन व संधारण में यात्री टिकीट दरें निम्नानुसार रहेगी :-

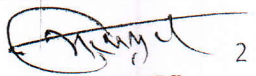
नगरीय बस सेवा संचालन व संधारण की टिकिट दर	टिकिट दरों में 50 प्रतिशत तक कि छुट देनी होगी
5, 10, 15 अधिकतम 20 रू. रहेगी	वरिष्ठ नागरिक, विद्यार्थी, विकलांग, को

- उपरोक्त टिकिट दरों में 10 प्रतिशत वृद्धि संचालन व संधारण तिथि के आगामी वर्ष से द्वितीय पक्षकार स्वतः ही कर सकेगा।
5. यह कि द्वितीय पक्षकार को नगरीय बस सेवा संचालन व संधारण का कार्य 3 वर्ष के लिए कार्य आरम्भ दिनांक से दिया गया है। 3 वर्ष पश्चात् सिटी बसें सही कन्डीशन में व चालू हालत में प्रथम पक्षकार को सुपूर्द करनी होगी।
6. यह कि द्वितीय पक्षकार द्वारा नगरीय बस सेवा संचालन व संधारण की प्रथम वर्ष की देय स्वीकृत राशि 10,00,000/- रूपयें पेटे बैंक नम्बर 636336 दिनांक 5.3.2015 राशि 9,04,000/- का स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर शाखा शास्त्री सर्कल उदयपुर का प्रथम पक्षकार के नाम से निगम में जमा कराया गया है। जिसमें धरोहर राशि 96,000/- रूपयें का डी.डी. शामिल करने का प्रार्थना पत्र प्रस्तुत किया है निविदा की शर्त संख्या 38 के अनुसार।
7. यह कि द्वितीय पक्षकार द्वारा द्वितीय वर्ष की स्वीकृत राशि 10 प्रतिशत वृद्धि के साथ 11,00,000/- रूपयें एवं तृतीय वर्ष की राशि 12,10,000/- रूपयें प्रथम व द्वितीय वर्ष समाप्ति के एक माह पूर्व जमा करानी होगी। अन्यथा वर्ष पूर्ण होते ही बस का संचालन संधारण रोक दिया जायेगा व बसों को प्रथम पक्षकार द्वारा अपने कब्जे में ले लिया जायेगा।
8. यह कि द्वितीय पक्षकार द्वारा अधिकतम पर्फोमेन्स गारण्टी पेटे 10,00,000/- रूपयें की बैंक गारण्टी क्रमांक 66801PEBG150001 दिनांक 10.3.2015 बैंक ऑफ इण्डिया जिसकी वैधता दिनांक 10.3.2018 तक है प्रथम पक्षकार के पक्ष में निगम में जमा करायी गई है। यह राशि वाहन सिक्युरिटी राशि के अतिरिक्त निगम में जमा रहेगी। जो अनुबन्ध समाप्ती के एक माह पश्चात लौटा दी जायेगी।
9. यह कि द्वितीय पक्षकार द्वारा नगरीय बस सेवा का संचालन व संधारण प्रादेशिक परिवहन विभाग (R.T.O.) उदयपुर के द्वारा स्वीकृत रूट पर ही करना होगा। आठों बसों में से किस रूट पर कितनी बसों का संचालन व संधारण करना है यह प्रथम पक्षकार द्वारा निर्धारित किया जायेगा। तथा आवश्यकता होने पर आठ बसों को कुछ समय पश्चात् रूट पर घटाया/बढ़ाया जा सकता है।
10. यह कि सिटी बसों का जिला परिवहन विभाग से रजिस्ट्रेशन, इन्शोरेंस, फिटनेस, टेक्स आदि का व्यय प्रथम पक्षकार द्वारा किया जाएगा।
11. यह कि द्वितीय पक्षकार को प्रातः 6 बजे से रात्रि 10 बजे तक नगरीय बस सेवा संचालन व संधारण का कार्य करना होगा। इसके बाद सिटी बसों को पार्किंग में पार्किंग के लिए प्रथम पक्षकार के निर्देशानुसार रखना होगा। जहां से बसों के निकासी एवं वापसी के लिए खानगी रजिस्टर संधारित किया जाएगा जिसमें प्रतिदिन इन्द्राज कराना आवश्यक होगा।

  
आयुक्त  
नगर निगम, उदयपुर


  
महापौर  
नगर निगम, उदयपुर

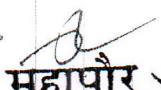
For M.M. ENTERPRISES

  
PARTNER

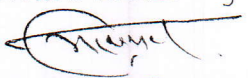


12. यह कि नगरीय बसों का रख रखाव फ्यूल व अन्य समस्त खर्च द्वितीय पक्षकार को वहन करने होंगे। रख रखाव में ओरिजनल टाटा/कम्पनी के पार्ट्स द्वितीय पक्षकार को ही लगाने होंगे जिसमें मेन्यूअल लेबर भी द्वितीय पक्षकार की स्वयं की रहेगी। रख रखाव में डेण्टिंग पेण्टिंग इलेक्ट्रीक कार्य, हुड पोचिस कार्य आदि सभी शामिल होंगे जो आवश्यकतानुसार सहायक अभियन्ता (यांत्रिक), मेकेनिक या सिनियर फिटर नगर निगम उदयपुर के निर्देशानुसार उनके समक्ष कार्य कराना होगा। प्रत्येक छः माह में वाहनों की सर्विस करवाना व रख रखाव कराना आवश्यक होगा।
13. यह कि द्वितीय पक्षकार को निगम के सभी नगरीय बसों का कम्पनी केटलॉक अनुसार निर्धारित किलोमीटर/समय पर ऑयल, आदि परिवर्तित करना ग्रीसिंग करना व सर्विसिंग का कार्य सहायक अभियन्ता (यांत्रिक), मेकेनिक या सिनियर फिटर नगर निगम उदयपुर के निर्देशानुसार उनके समक्ष कार्य कराना होगा। समय पर मेन्टेनेन्स व सर्विसिंग/ग्रीसिंग का कार्य नहीं होने पर नियमानुसार पेनल्टी लगायी जाएगी।
14. यह कि द्वितीय पक्षकार को नगरीय बसों के टायर गिसने, कटने या चलने योग्य नहीं होने पर स्वयं के खर्च पर नये टायर डलवाने होंगे। बैट्री भी आवश्यकतानुसार द्वितीय पक्षकार द्वारा ही डलवायी जायेगी जिसका सत्यापन सहायक अभियन्ता (यांत्रिक) व मेकेनिक नगर निगम उदयपुर द्वारा किया जाएगा।
15. यह कि द्वितीय पक्षकार को समस्त रख-रखाव एवं कार्य का स्टोक रजिस्ट्रर संधारण करना होगा जिसमें समस्त तरह के रख-रखाव के कार्यों का ब्यौरा होगा जिसे सहायक अभियन्ता (यांत्रिक) व मेकेनिक नगर निगम उदयपुर द्वारा प्रमाणित किया जाएगा। जो अन्त में नगर निगम में जमा कराना होगा। एवं खारीज पार्ट्स या अन्य खारीज सामान जो बसों से निकलता है वह नगर निगम में जमा कराना होगा।
16. यह कि द्वितीय पक्षकार को नगर निगम द्वारा नई बसें संचालन व संधारण हेतु उपलब्ध कराई जायेगी। इस अनुबन्ध की समयावधि पूर्ण हो जाने पर इन बसों को सही हालत में प्रथम पक्षकार को सुपुर्द करनी होगी। बस का अधिपत्य लेते समय नगर निगम के स्तर पर निरिक्षण किया जायेगा। एवं यदि बस की मरम्मत आवश्यक हुई तो बसों के मरम्मत का कार्य द्वितीय पक्षकार के खर्च पर किया जायेगा। अन्यथा इस राशि का समायोजन पर्फोमेन्स गारण्टी में से किया जा सकेगा।
17. यह कि नगरीय बस सेवा संचालन व संधारण हेतु आवश्यक वाहन चालक सम्बन्धित अनुज्ञापत्र चालक/परिचालक की व्यवस्था द्वितीय पक्षकार को स्वयं करनी होगी। तथा संबंधित स्टाफ की यूनिफार्म प्रथम पक्षकार द्वारा निर्धारित कलर की होगी तथा स्टाफ को अपने नाम का बेज कोट पर लगाकर रखना आवश्यक होगा।
18. यह कि नगर निगम की नगरीय बस सेवाओं पर व बस स्टेण्डों पर द्वितीय पक्षकार द्वारा किसी भी तरह का कोई भी विज्ञापन नहीं किया जा सकेगा। विज्ञापन/व्यवसाय लगाने का अधिकार स्वयं प्रथम पक्षकार (नगर निगम) के पास रहेगा बस के अन्दर टिकीट दर का चार्ट द्वितीय पक्षकार द्वारा अंकित करना होगा।
19. यह कि नगरीय बस सेवा में आर.टी.ओ द्वारा प्रमाणित सीटर से अधिक सवारी नहीं बिठाई जा सकेगी एवं घटना/दुर्घटना की सम्पूर्ण जिम्मेदारी द्वितीय पक्षकार स्वयं की रहेगी। दुर्घटना में बसों को होने वाली क्षति, टूट फूट की मरम्मत द्वितीय पक्षकार को करानी होगी। दुर्घटना में किसी तृतीय पक्ष को होने वाली व्यक्तित्व या समाप्ति की होने वाली क्षति की भरपाई यदि बीमा कम्पनी द्वारा नहीं की जाती है। तो द्वितीय पक्षकार को करनी होगी।
20. यह कि द्वितीय पक्षकार एवं उसके कर्मचारियों को यात्रियों/पर्यटकों के साथ शिष्टाचार व अच्छा व्यवहार करना होगा। यदि द्वितीय पक्षकार के किसी कर्मचारी का व्यवहार अशिष्ट अथवा आपराधिक गतिविधि का पाया जाता है तो प्रथम पक्षकार के निर्देशों पर उस कर्मचारी को तुरन्त हटाना होगा।

  
आयुक्त  
नगर निगम, उदयपुर

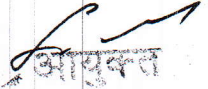
  
महापौर  
नगर निगम, उदयपुर

For M.M. ENTERPRISES 3

  
PARTNER

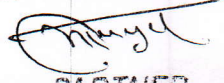


21. यह कि द्वितीय पक्षकार द्वारा जिन कर्मचारियों को रखा जायेगा। उसके संबंध में स्थानीय पुलिस थाना अधिकारी से चरित्र प्रमाण-पत्र एवं आधार कार्ड की प्रतिलिपि एवं ड्राइविंग लाईसेंस आदि प्रमाण पत्र प्राप्त कर एक प्रतिलिपि निगम के गैराज शाखा में जमा करनी होगी।
22. यह कि द्वितीय पक्षकार द्वारा नियुक्त कर्मचारी अपने काम के समय शराब अथवा अन्य नशीले पदार्थ का सेवन नहीं कर सकेगा अगर कर्मचारी इन पदार्थों का सेवन किया हुआ पाये जाने पर निगम द्वारा द्वितीय पक्षकार के खिलाफ उचित कार्यवाही कि जाएगी।
23. यह कि द्वितीय पक्षकार स्वयं ही बसों का संचालन व संधारण कर सकेगा, किसी अन्य व्यक्ति या फर्म को ठेका सबलेट नहीं करेगा। सबलेट की परिस्थिति पाये जाने पर प्रथम पक्षकार द्वारा ठेका निरस्त किया जा सकेगा।
24. यह कि नगरीय बसों का संचालन व संधारण प्रथम पक्षकार के निर्देशानुसार आर.टी.ओ. द्वारा स्वीकृत रूट पर करना होगा। सिटी बसों की संख्या द्वितीय पक्षकार द्वारा घटाई/बढ़ाई जा सकती है।
25. यह कि आर.टी.ओ. द्वारा स्वीकृत रूट बढ़ा दिया जाता है तो द्वितीय पक्षकार को बढ़ाये गए रूट तक प्रथम पक्षकार की सहमति उपरान्त बसों का संचालन करना होगा।
26. यह कि द्वितीय पक्षकार को नगरीय बस सेवा संचालन व संधारण समय में बस के अन्दर की साफ/सफाई व स्वच्छता अनिवार्य रखनी होगी।
27. यह कि द्वितीय पक्षकार द्वारा जारी टिकिट में नगरीय बसों का यात्री बीगा टिकिट दर में शामिल किया जाना होगा। और टिकिट पर भी दर्शाना होगा।
28. यह कि द्वितीय पक्षकार को नगरीय बसों के चालक/परिचालक को श्रमविभाग द्वारा निर्धारित वेतन/भत्ते नियमानुसार देना होगा। एवं राज्य सरकार द्वारा निर्धारित समस्त कर अदा करने होंगे।
29. यह कि द्वितीय पक्षकार द्वारा सिटी बसों का उपयोग निर्धारित कार्य एवं रूट के अलावा किसी भी अन्य प्रयोजनार्थ उपयोग नहीं किया जा सकेगा। यदि द्वितीय पक्षकार द्वारा इस शर्त का उल्लंघन किया गया तो नियमानुसार दण्डात्मक कार्यवाही की जायेगी।
30. यह कि नगरीय बस सेवा संचालन व संधारण हेतु नगर निगम उदयपुर द्वारा आवश्यकतानुसार बस स्टॉप बनाये जाएंगे जिस पर विज्ञापन/व्यवसाय का अधिकार प्रथम पक्षकार के पास रहेगा। बसों को बस स्टॉप पर ही रोका जाना आवश्यक होगा।
31. यह कि नगरीय बस सेवा संचालन व संधारण का नगर निगम के आयुक्त व महापौर एवं गैराज शाखा द्वारा समय-समय पर निरीक्षण किया जा सकेगा।
32. परिमाण में परिवर्तन का अधिकार :- (1) संविदा के अधिनिर्णय के समय, बोली दस्तावेजों में बसों की संख्या परिमाण में बढ़ोतरी की जा सकेगी, किन्तु ऐसी बढ़ोतरी बोली दस्तावेजों में विनिर्दिष्ट परिमाण के 50 प्रतिशत से अधिक नहीं होगी। सह बोली और बोली दस्तावेजों के इकाई मूल्यों या अन्य निबंधनों और शर्तों में किसी परिवर्तन के बिना होगी।
33. यह कि द्वितीय पक्षकार लेबर विनियमन और उन्मूलन अधिनियम 1970 & नियम 1971 (Labour regulation and abolition Act 1970 & Rule 1971) की पालना करेगा।
34. यह कि राजस्थान पारदर्शिता सार्वजनिक अधिनियम 2012 & नियम 2013 (THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013) के सभी प्रावधान लागू होंगे। यदि THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT,

  
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2012 and Rules. 2013 में कोई विरोधाभास की स्थिति आती है। तो 2013 अधिनियम को लागू किया जाएगा।

35. यह कि द्वितीय पक्षकार द्वारा स्वीकृत राशि प्रति वर्ष एक मुश्त जमा करानी होगी।
36. **जुमाना** :- यह कि द्वितीय पक्षकार बीड के खुलने के पश्चात् सफल घोषित होने पर अनुबन्ध करने में असफल होता है या उपापन प्रक्रिया से हटता है, या कार्य सम्पादन प्रतिभूति जमा नहीं कराता है तो द्वितीय पक्षकार को अतिरिक्त ऐसे जुमाने से दण्डित किया जायेगा। जो उपापन के निर्धारित मूल्य से 10 प्रतिशत के बराबर होगा। यानि कि निविदा स्वीकृत होने के बाद उपरोक्त वर्णित कार्यवाही नहीं करने पर उस से दण्ड स्वरूप जुमाना वसूल किया जायेगा। निगम में राशि जमा नहीं होने पर न्यायालय के माफ्त वसूल किया जायेगा यह जुमाना राशि बीड सिक्युरिटी राशि के अतिरिक्त होगी।
37. यह कि द्वितीय पक्षकार द्वारा शर्तों की पालना नहीं करने, अवहेलना करने या शर्तों को भंग करने पर नियमानुसार कार्यवाही कर उसे भविष्य की बीड से वंचित करते हुए काली सूची में सूचीबद्ध किया जाएगा।
38. यह कि द्वितीय पक्षकार द्वारा स्वीकृत अधिकतम देय राशि यदि निर्धारित समय पर जमा नहीं कराई जाती है तो विलम्ब अवधि का 18 प्रतिशत ब्याज स्वीकृत राशि पर देना होगा। ब्याज अदा नहीं करने पर सिक्युरिटी राशि/बैंक गारण्टी में से काट लिया जाएगा। इस पर द्वितीय पक्षकार द्वारा किसी तरह का वाद मान्य नहीं होगा।
39. यह कि द्वितीय पक्षकार द्वारा आवंटित कार्य बीच में ही छोड़ देने पर उसके रिस्क एण्ड कॉस्ट पर नई बीड आमंत्रित की जाएगी व इससे नगर निगम उदयपुर को होने वाले नुकसान की भरपाई द्वितीय पक्षकार को करनी होगी।
40. यह कि नगर निगम की पूर्व अनुमति के बिना बीड शर्तों में किसी भी प्रकार परिवर्तन नहीं किया जायेगा। तथा वित्तिय शर्तें अपरिवर्तनीय रहेगी।
41. यह कि सभी विवादों का न्यायाधिक क्षेत्र उदयपुर न्यायालय ही होगा।

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मय सील