उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड
UTTAR PRADESH POLLUTION CONTROL BOARD

Ref. No. H 94318 /C-6 /Sa-761 /OA No. 203/2023/23 ***Dated -24.05.2023***

To,

The Registrar General,
Hon'ble National Green Tribunal,
Principal Bench,
Faridkot House, Copernicus Marg,
New Delhi- 110001

Sub: Regarding submission of Joint Committee Report received in compliance of order dated 17.03.2023 passed by Hon'ble National Green Tribunal, Principle Bench, New Delhi in O.A. No. 203/2023 Tushar Goswami V/s Union of India and Others.

Sir,

Kindly refer to the subject mentioned above. In compliance of order dated 17.03.2023 passed by Hon'ble National Green Tribunal, Principle Bench, New Delhi in O.A. No. 203/2023 Tushar Goswami V/s Union of India and Others, Please find attached herewith the Joint Committee Report received for your kind perusal and further necessary action.

Sincerely Yours,

Atulesh yadav
(Atulesh Yadav)
Chief Environment Officer
(Circle-6)

Enclosures: As above

Copy to: Following for information and further necessary action.

Shri Pradeep Misra Advocate, Supreme Court, B-235,Sector-XIX, Noida, District-GB Nagar, 201301.

Chief Environment Officer
(Circle-6)

T.C/12V, Vibhuti Khand Gomti Nagar, Lucknow – 226010
Phone: 2720831, 2720828, 2720691 & 2720681 - Fax: 0522 – 2720764
Email: info@uppcb.in - Web Site: www.uppcb.com

JOINT INSPECTION REPORT OF TENT CITY, VARANASI, U. P.

IN THE MATTER OF

TUSHAR GOSWAMI VERSUS UNION OF INDIA & ORS. (O. A. No. 203 of 2023)

1. Background:

Hon'ble NGT, Principal Bench, New Delhi has passed order on dated 17.03.2023 in the matter of Tushar GoswamiV/s Union of India & Ors. (O. A. No. 203 of 2023) for factual report of tent city, Varanasi which was developed by M/s Praveg (India) Communications Limited and M/s Niraan the Tent City, Varanasi, U. P. The relevant portion of the order is as below: -

"……3. Before passing further order, we find it necessary to seek a factual report from a seven member joint Committee of NMCG, MoEF&CC, CPCB, Chief Wild Life Warden, Uttar Pradesh, Irrigation and Water Resource Department, Uttar Pradesh, State PCB and District Magistrate, Varanasi. NMCG and State PCB will jointly be the nodal agency for coordination and compliance. The Committee may meet within one week. It will be open to Committee to conduct proceedings online or offline, to undertake visit to the site and interact with concerned authorities and stakeholders. The Committee may ascertain legality of the project, impact of the project on the Turtle Wildlife Sanctuary, river Ganga and integrity of the flood plain and mandate of Ganga order 2016 and any other incidental issues like liquid and solid waste management, power supply and its sources.

4. The Committee may furnish its report to this Tribunal within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF with a copy to the Chief Secretary, Government of Uttar Pradesh and Project Proponents for their response, if any.

List for further consideration on ***26.05.2023****"*Copy of reference NGT order dated 17.03.2023 is annexed as **Annexure-A**.

Subsequently, inspection of tent city, Varanasi, U. P. was carried out by a joint committee on May 2nd, 2023 comprising following officials:

1. Dr. A. K. Gupta, Scientist E,MoEF&CC, Integrated Regional Office,Lucknow
2. Sh. Gulab Chandra, ADM (City), Varanasi,
3. Sh. Rajat Kumar Gupta, Sr. Waste Management Specialist, NMCG, Delhi.
4. Sh. Dinesh Kumar Pandwal, Chief Engineer (Son), Irrigation and Water Resource Department, Varanasi.
5. Sh. RunaOraon, Scientist "D", CPCB, Regional Directorate, Lucknow,
6. Dr. S. C. Shukla, Regional Officer, U.P Pollution Control Board, Varanasi.

No representative of Chief Wild Life Warden was present.The salient details, observation and recommendation/conclusion based on the inspection is summarized as below:

2. Salient Details of Tent City:

2.1. Varanasi Development Authority (VDA), Varanasi has invited parties through e- tending on dated 21.07.2022 for development of the tent city in the bank of River Ganga at Varanasi,U.P. based on tendering process. VDA issued letter of intent (LoI) on 01.12.2022 to M/s Praveg(India) Communication Limited and M/s Niraan the Tent City for the development of the tent, respectively. Tent city is developed opposite side of Chet Singh Ghaton River Ganga, which is located right bank of River Ganga. VDA has made agreement with both parties on 01.12.2022 and 14.12.2022 respectively for the development of tent city. Both tent cities are located adjacent to each other. Following are the major conditions imposed by the VDA in the agreement. :

2.1.1 The operator of the tent city shall be liable to abide by the rules, regulations and guideline laid down by National Mission for Clean Ganga (NMCG), National Green Tribunal (NGT) , Central Pollution Control Board (CPCB), Uttar Pradesh Pollution Control Board(UPPCB) and any other as effective from time to time.

2.1.2 The sludge tank capacity shall be adequate as per the requirements of the site and the machines shall have standard capacity vacuum pump. The suction

machines will be used daily in 2-3 shifts for cleaning of soak pits/ septic tanks in the tent city area managed by the operator.

2.1.3 The sewerage shall have to be connected to nearest (available sewer manhole/ soak pit.) Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages dormitories, tent & other relevant structures dining hall etc. (by mechanical means only) & disposal maintenance of same and cleanliness of is scope of work of bitter. **(Copy of Agreement is attached as Annexure-B)**

2.2 Commissioner/Chairman of VDA convened meeting on 05.8.2022, During this meeting various district authorities were present discuss about the establishment of the tent city. It is pertinent to mention here that in the para 9 of the minutes of meeting (MOM) dated 16.8.2022 it is written that the land belongs to the revenue department and mentioned as "reta" in the revenue record. The VDA vide letter dated 03.8.2022 requested to DM Varanasi for issuance of NOC for establishment of the Tent City in the above mentioned revenue land. **(Copy of MOM is attached as Annexure-C**)

2.3 District Magistrate, Varanasi issued NOC vide letter dated 12.01.2023. **(Copy of NOC is attached as Annexure-D**)

3. Observations of the committee on each tent city project:

3.1.M/s Praveg Communications (India) Limited: -

i) M/s Praveg Communications (India) Limited has developed tent city in 20-hectare land.It is located on the opposite side of Assi Ghat of River Ganga.

ii) It is informed by the Project Proponent (PP) that demarcation of area has been carried out by VDA but at present the tent city has been developed only on 11 hectare land.

iii) The agreement between VDA and tent city holder is for five years. It is informed by Project Proponent (PP) that construction of the tent city was started on 01.12.2022. It is made operational on 15.01.2023 and proposed to be closed by 31.05.2023. PP has also informed that all the tents and structures will be removed by 30.06.2023.

iv) Uttar Pradesh Pollution Control Board (UPPCB) has granted conditional Consent to Establish (CTE) under provisions of Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 vide letter no. 174835/UPPCB/Varanasi (UPPCBRO)/CTE/VARANASI/2023 dated 12.01.2023 to M/s Praveg Commutations (India) Limited.**(Copy of CTE is attached as Annexure E-1).**

v) Committee observed that the project is operational without getting Consent to Operate (CTO) from UPPCB violating the condition no. 4 of the CTE which clearly states that the "industry will not start its operation, unless CTO is obtained under Water and Air act"

vi) It was observed that the tent city has been established on River Bed. At the time of inspection it was observed that The River Ganga is flowing a far approx. 60 m from the boundary of Tent City.

vii) Floating temporary jetty has been established by the PP in River Ganga for bathing etc.

viii) PP has hired 03 motor boats with capacity of 08-seater, 16-seater and 40-seater.

ix) Tent City is established in two phases. Patch one comprises of 58 tents and patch two comprises of 82 tents. Each tent house has been provided with separate bathroom, toilet and other basic amenities.

x) Committee observed few permanent construction of red brick chamber (approx. 1 X 1 meter) on river bed site, which is being used for sewage collection. These brick type sewage sumps are having brick lined bottom but without any impervious liner, which may lead downward seepage. Overall, the chamber is working as soak pit on river bed. **(Photo attached as Annexure F)**

xi) Committee observed that the system made for sewage management is not up to the mark, various issues like slope/gradient of pipe, chamber construction etc. is not proper for collection of sewage.

xii) The sewage is collected by a tanker from the sumps of the tent city and is transported to main sump 13 KL from where it is pumped to the 10 MLD STP at Ramnagar for treatment.

xiii) D.G. sets of capacity 3X250 KVA and 1X125 KVA have been installed with accoustic enclosure but the stack height is not as per prescribed norms. However, as per CTE only two DG sets of 250 KVA were allowed to be installed.

3.2. M/s Niraan the Tent City: -

i) M/s Niraan the Tent City has developed the tent city in 10 hectare land. It is located on opposite side of Assi Ghat of River Ganga.

ii) It is informed by the Project Proponent (PP) that the tent city has been developed only one 2.5 hectare land in demarcated area of VDA.

iii) The agreement between VDA and tent city holder is for five years. It is informed by Project Proponent (PP) that construction of the tent city was started on 01.12.2022. It is made operational on 15.01.2023 and proposed to be closed by 31.05.2023. PP has also informed that all the tents and structures will be removed by 30.06.2023.

iv) Uttar Pradesh Pollution Control Board (UPPCB) has granted conditional Consent to Establish (CTE) under provisions of Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 vide letter no. 174690/UPPCB/Varanasi (UPPCBRO)/CTE/VARANASI/2023 dated 12.01.2023 to M/s Niraan the Tent City. (**Copy of CTE is attached as AnnexureE-2**).

v) Committee observed that the project is operational without getting Consent to Operate (CTO) from UPPCB violating the condition no. 4 of the CTE which clearly states that the "industry will not start its operation, unless CTO is obtained under Water and Air act"

vi) It was observed that the tent city has been established on River Bed. At the time of inspection it was observed that The River Ganga is flowing a far approx. 60 m from the boundary of Tent City.

vii) It is observed that construction of tent city has been carried out on River Bed. River Ganga is flowing approx. 60 m from the boundary wall of Tent City. Tent City has also made structure for bathing as well as jetty for boating in almost main stream of river Ganga.

viii) PP has hired 05 boats with capacity 10-seater, 20-seater. 20-seater 30-seater and 50-seater.

ix) Tent city is constructed in four phases comprises 120 tents. Each phase comprises of 30tents. Tent houses were developed in each phase along with the separate bathroom and basic amenities in the tents.

x) Committee observed few permanent construction of red brick chamber (approx. 1.5 X 1.5 meter) on river bed site, which is being used for sewage water, these brick type sewage sumps are having brick lined bottom without any impervious liner, which may lead downward seepage. Overall, Chamber work as soak pit on river bed. **(Concern photo attached as Annexure F)**

xi) Committee observed that PP have 05 nos. of enclosed type DG sets (capacity 4X125 KVA and 1X250 KVA) on site, with improper stack height. However, CTE allow only 4 DG set with capacity of 125 KVA only.

4. Legal aspect of the projects:

4.1. Legality of the projects: -

i) Both the projects obtained licence from Electrical safety and Nagar Nigam, Varanasi. (Copy of letter is attached as Annexure)

ii) Uttar Pradesh Pollution Control Board (UPPCB) has granted Consent to Establish (CTE) under water act, 1974 and Air Act, 1981 vide letter no. 174835/UPPCB/Varanasi (UPPCBRO)/CTE/VARANASI/2023 dated 12.01.2023 to M/s Praveg Commutations (India) Limitedand vide letter no. 174690/UPPCB/Varanasi (UPPCBRO)/CTE/VARANASI/2023 dated 12.01.2023to M/s Niraan the Tent City respectively.

iii) Both the project operated their project without obtaining CTO under water act, 1974 and air act, 1981 from UPPCB.

iv) Section 6 (3) of *The River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016*,clearly states that "***No person shall construct any structure, whether permanent or temporary for residential or commercial or industrial or any other purposes in the River Ganga, Bank of River Ganga or its tributaries or active flood plain area of River Ganga or its tributaries***: **Provided that in exceptional circumstances like natural calamities or religious events at traditional locations, temporary structures can be raised after prior permission of the National Mission for Clean Ganga acting through the State Ganga Committee and the District Ganga Committee". (Copy of notification is annexed as Annexure –G)**

v) VDA had not obtained prior permission from NMCG for setting of tent city on river Ganga bed opposite to Assi Ghat in district Varanasi. Varanasi Development Authority (VDA) filed application on 27.04.2023 before NMCG with application number NMCG202342718929 **(Annexed as annexure H-1, H-2).** NMCG has made certain observation and sought clarification on the application in the matter **(Annexed as annexure H-3).**

4.2.Impact of the project on the Turtle Wildlife Sanctuary

i) The tent city was allowed to be established on the Kachhua (Turtle) Wildlife Sanctuary, Varanasi which was notified vide letter no. 1485/14-4-2008-823/2008, dated 21.05.2009 which was rescind vide notification no. 336/81-4-2020-823/2008 TC Lucknow, dated 17.03.2020 with foot note that the notification shall be subject to the final decision of the Supreme Court in I.A. No. 117425/2019 and 117429/2019 in Writ Petition Civil No. 337/1995.**(Copy of Turtle sanctuary is annexed as Annexure –I-1)**

ii) Further, Govt of Uttar Pradesh vide notification no. 346/81-4-2020-823/2008TC dated 17/03/2020 notified its intention to constitute the area along both sides of 30 km stretch of river Ganga falling in the districts of Bhadohi, Prayagraj and Mirzapur. **(Copy of de-notified the turtle sanctuary is annexed as Annexure – I-2)**

4.3.**River Ganga and Integrity of Flood Plain**

i) The materials used for establishment of Tent City / temporary structures are wooden planks, ply boards fixed to iron channel, frames and canvas placed over the sandy river bed.

ii) For the development of the Tent City and levelling of the sand light earth moving machines might have been used. For placing sewage collection tanks / conveyance pipeline etc, minor excavation for about 2 – 3 m has been undertaken.

iii) In addition to it few tanks/sumps have also been constructed using red brick and cement mortar for intermediate collection and conveyance of sewage. These brick type sewage sumps are having brick lined bottom but without any impervious liner.

iv) The PPs have put in place the mechanism to collect the sewage / solid waste and its conveyance to existing sewage treatment plant (STP) / municipal solid waste (MSW) processing facility with no discharges / disposal either into river or on the river bed. The site was observed by the joint committee to be largely free from indiscriminate littering of municipal solid waste or sewage on the Tent City premises and adjoining river / river bed.

v) In order to provide electricity connection for the Tent City, the UPPCL has erected poles in the river bed with brick-cement foundation.

vi) The Tent City does not obstruct the flow of the river.

vii) High Flood Level (HFL) of River Ganga in Varanasi is 73.901 m (Year-1978). It indicates that both projects are lie within HFL. (Google satellite image is attached).

iii) **Google image of tent city is annexed as Annexure –J)**

5. Mandate of Ganga order 2016

i) As per Section 6 (3) of *The River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016*",No person shall construct any structure, whether permanent or temporary for residential or commercial or industrial or any other purposes in the River Ganga, Bank of River Ganga or its tributaries or active flood plain area of River Ganga or its tributaries:

Provided that in exceptional circumstances like natural calamities or religious events at traditional locations, temporary structures can be raised after prior permission of the National Mission for Clean Ganga acting through the State Ganga Committee and the District Ganga Committee. It is clear that both projects are constructed as against provision of *The River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016.*

a) The VDA had informed NMCG about operation of the project vide letter no. 414/Vi.Pra/Na.Ni./2022-23 dt. 13.07.2022. **Copy of VDA is attached as annexure-K.** However VDA apply for the permission formerly. The application of permission was submitted by VDA on 27.04.2023 about which processing is underway.

b) The PPs obtained 'Consent To Establish (CTE)' issued by UPPCB but did not obtain CTO so far.

6. Liquid Waste Management: -

i) During inspection bore wells rooms were found closed. Hence status for installation of water meter could not verified.

ii) M/s Praveg Communications (India) Limited (hereinafter called as project-1) has provided 20 PVC tanks with capacity 5000 litre each for storage of fresh water. Similarly, M/s Niraan the Tent City (hereinafter called as project-2) has provided 08 PVC tanks with capacity 2000 litres each for storage of fresh water.

iii) Project-1 has installed 06 tanks for collection of waste water.Waste water is lifted through tanker and send to common waste water collection tank (capacity:13 KL). Project -2 has installed 02 tanks with capacity 5.0 KL for collection of waste water from phase 3 & 4.Waste water from phase -1 & 2 of Project-2 is sent directly to the common waste water collection tank. Waste water from collection tank is pumped to Ramnagar STP (Capacity-10 MLD). It is informed by pumping station representative, till date of inspection approx. 4000 KLD of sewage has been sent for treatment. Water meter reading of common waste water collection tank pumped to Ramnagar STP was not found maintained during the visit.

iv) Flow meter has been installed for waste water sent to STP. However, no proper log book is maintained.

7. SolidWaste Management: -

i) As informed, generation of solid waste from M/s Praveg Communications (India) Limited and M/s Niraan the Tent city is approx. 100 kg/day and 60 kg/day respectively. No proper log book is being maintained for solid waste generation and disposal. Solid waste from each tent and common area are collected in three collection bins installed in each project. Solid waste from these bins is lifted by Varanasi Nagar Nigam and processed at Solid Waste Processing Plant (capacity 600 Tonne/day) at Karsada, Varanasi.

ii) Solid waste is not segregated at site by the Projects Proponants.

iii) It is informed that Nagar Nigam is lifting solid waste on alternate day.

iv) The site was observed by the joint committee to be largely free from indiscriminate littering of municipal solid waste or sewage on the Tent City premises and adjoining river / river bed.

8. Power Supplies: -

i) M/s Praveg Communications (India) Limited has obtained permanent power connection from UPPCL for 1200 KVA. 04 enclosed type DG sets with capacity 3X250 KVA and 1X125 KVA has been installed for power back up without proper stack height. **(Photograph taken during inspection is attached)**

ii) M/s Niraan the tent city has obtained permanent power connection from UPPCL for 400 KW. 05 enclosed type DG sets with capacity 4X125 KVA and 1X250 KVA has been installed for power back up without proper stack height.

iii) Both the project setup more number of DG sets, against the as mentioned in the CTE issued by UPPCB. However they are used very occasionally during power cuts.

iv) UPPCL has developed the temporary electricity line in the river bed and arranged temporary transformer to the both tent cities for power requirement.

v) As per tender TOR issued by the Varanasi Development Authority (VDA) the user will pay the actual bill and the cost of electrification and Di-electrification charges when the area will be handed over to the actual user every year.

9. Conclusion:

i) It is evident from above observation that process of obtaining NMCG permission by VDA for both the tent cities M/s Praveg Communications (India) Limited and M/s Niraan the Tent City under The River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016 is still going on.

ii) Both the projects have obtained CTE but yet to obtain CTO from UPPCB.

iii) More no. of D.G. sets have been installed as given in the CTE.

iv) The tent cities structures are under process of dismantling according to their mandate of operation. The operation will be stopped by 31.05.2023 and all structures will be removed in the month of June, 2023.

Committee member	Signature
Dr. A. K. Gupta, Scientist-E MoEF&CC, Regional Office, Lucknow	24/5
Shri Gulab Chandra, ADM (City), Varanasi	24/5/23
Shri Rajat Kumar Gupta, Sr. Waste Management Specialist, NMCG, Delhi	24/05/2023
Shri Dinesh Kumar Panduval, Chief Engineer (Sone), Irrigation and Water Resource Department, Varanasi	24.5.23
Shri Runa Oraon, Scientist-D, CPCB, Regional Directorate, Lucknow	24/05/2023
Dr. S. C. Shukla, Regional Officer, U.P Pollution Control Board, Varanasi	24/5/23

OA No. 203 of 2023 TusharGoswamiPage 11 of 12

List Of Annexures

Annexure	Details
Annexure-A	Copy of reference NGT order dated 17.03.2023
Annexure-B	Copy of VDA Agreements
Annexure-C	Copy of MOM dated 16.08.2022
Annexure-D	Copy of NOC issued by DM, Varanasi dated 12.01.2023
Annexure-E-1	Copy of CTE to Praveg Communication Ltd.
Annexure-E-2	Copy of CTE to Niraan the tent city
Annexure-F	Photograph taken during visit
Annexure-G	Copy of River Ganga (Rejuvenation, Protection and Management) Authority order, 2016
Annexure H-1	Copy of VDA application to NMCG
Annexure H-2	Online application receipt
Annexure H-3	NMCG letter
Annexure-I-1	Copy of turtle sanctuary notification
Annexure-I-2	Copy of di-notify the turtle sanctuary
Annexure-J	Google image of tent city
Annexure-K	Copy of VDA letter sent to NMCG dt. 13.07.2022

Annexure-A

Item No. 16 Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

(BY VIDEO CONFERENCING)

Original Application No. 203/2023

Tushar Goswami Applicant

Versus

Union of India & Ors. Respondent(s)

Date of hearing: 17.03.2023

CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER

Applicant: Mr. Saurabh Tiwari, Advocate

ORDER

1. Grievance in this application is against Tent City project in the riverbed of Ganga at Varanasi in 100 acres area for commercial purpose to the detriment of flora and fauna which also resulted in untreated sewage going directly into river Ganga. The accommodation in the tents was being sold upto ₹40,000/- per day. The project was against "The River Ganga (Rejuvenation, Protection and Management) Authorities order, 2016" prohibiting construction in the riverbed. To set up the project, Notification dated 17.03.2020 was issued de-notifying Turtle Wildlife Sanctuary thereby lifting protection for the turtles under the Wild Life (Protection) Act, 1972.

2. We have heard learned Counsel for the applicant and considered the matter. The allegations, if true, depict serious violations of environmental norms. The project is said to be operated by PRAVEG Limited, 214, Athena

Avenue, Behind Jaguar Showroom, S.G. Highway, Gota, Ahmedabad-382481 and Niraan, Ketesar, Varanasi, Uttar Pradesh-221001, at the instance of authorities of State of UP.

3. Before passing further order, we find it necessary to seek a factual report from a seven member joint Committee of NMCG, MoEF&CC, CPCB, Chief Wild Life Warden, Uttar Pradesh, Irrigation and Water Resource Department, Uttar Pradesh, State PCB and District Magistrate, Varanasi. NMCG and State PCB will jointly be the nodal agency for coordination and compliance. The Committee may meet within one week. It will be open to Committee to conduct proceedings online or offline, to undertake visit to the site and interact with concerned authorities and stakeholders. The Committee may ascertain legality of the project, impact of the project on the Turtle Wildlife Sanctuary, river Ganga and integrity of the flood plain and mandate of Ganga order 2016 and any other incidental issues like liquid and solid waste management, power supply and its sources.

4. The Committee may furnish its report to this Tribunal within two months by e-mail at judiciai-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF with a copy to the Chief Secretary, Government of Uttar Pradesh and Project Proponents for their response, if any.

List for further consideration on 26.05.2023.

A copy of this order be forwarded to NMCG, MoEF&CC, CPCB, Chief Wild Life Warden, Uttar Pradesh, Irrigation and Water Resource Department, Uttar Pradesh, State PCB and District Magistrate, Varanasi by e-mail for compliance.

The applicant may serve a set of papers on NMCG, MoEF&CC, CPCB, Chief Wild Life Warden, Uttar Pradesh, Irrigation and Water Resource

Department, Uttar Pradesh, State PCB and District Magistrate, Varanasi and file affidavit of service within one week.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

Dr. A. Senthil Vel, EM

March 17, 2023
O.A. No. 203/2023
AVT

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Annexure-B

Certificate No.	:	IN-UP77318194976375U
Certificate Issued Date	:	13-Dec-2022 02:19 PM
Account Reference	:	NEWIMPACC (SV)/ up14503004/ VARANASI SADAR/ UP-VNS
Unique Doc. Reference	:	SUBIN-UPUP14503004479724834734 27U
Purchased by	:	LALLOOJI AND SONS THROUGH PARTNER HIMANSHU AGARWAL
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	VARANASI DEVELOPMENT AUTHORITY
Second Party	:	LALLOOJI AND SONS THROUGH PARTNER HIMANSHU AGARWAL
Stamp Duty Paid By	:	LALLOOJI AND SONS THROUGH PARTNER HIMANSHU AGARWAL
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Signature:-
ACC Name:-Bipin Kumar Jaiswal
ACC Code:-UP14503004
ACC Add:-Civil Court, Varanasi
Mobile No.:-9452813327
... No.:-273
... District:-Varanasi

Please write or type below this line

License Agreement

FOR DEVELOPMENT AND OPERATIONS OF TENT CITY ON PATCH -3 IN AN AREA OF 10 HECTARE AREA ON THE BANKS OF RIVER

GANGES AT VARANASI UTTAR PRADESH, on License mode for 5 years, VARANASI.

This License **Agreement** is made on 14th day of December, 2022 at Varanasi, Uttar Pradesh.

By & Between

Varanasi Development Authority, Raja Uday Pratap Marg, Panna Lal Park, Varanasi – 221102 (hereinafter referred to as the **"Authority or Licensor"** which expression shall, unless repugnant to the context thereof, include its successor and assigns) of the **First Party**

And

M/s Lallooji and Sons, having its registered office at A-2 Shivalik Business Center, SG. Highway, Rajpath Club, Ahmedabad, Gujarat 382 481, and represented herein through Himanshu Agarwal, Partner (hereinafter referred as the "**Licensee**", which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **Second Party.**

Each of the parties of the **First** and **Second** are hereinafter, as the context may admit or require, individually referred to as a **"Party"** and collectively as the **"Parties"**

Licensee

Statutory Alert
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
2. The onus of checking the legitimacy is on the users of the certificate

Scanned with ACE Scanner

WHEREAS:

A. The Varanasi Development Authority, herein known as Licensor is engaged in focused urban development across the city of Varanasi, and as a part of this endeavor the Licensor with an objective to establish tent city with tented accommodation on the banks of river Ganges, Varanasi, (opposite side of Assi Ghat) Varanasi (on patch-3, area 10 Ha) decided to select an agency for providing end to end development and related operations including erection, maintenance, sales, marketing, promotion, dismantling and management services of the tent city on a License basis.

B. The Licensor had invited bids for selection of an entity through competitive bidding process for undertaking development and operations of tent city. The bidding process involved issuance of the Request for Proposal (RFP) document no 453/VP/TP/2022-23 Dated, 21 July, 2022 containing inter-alia the technical and financial eligibility criteria for selection of the preferred bidder for award of the Project and the terms and conditions.

C. On evaluation of submitted bids, Licensor has accepted the bid of the Selected Bidder and issued Letter of Intent (LoI) No. 646/VP/TP/2022-23 Dated 13.09.2022 (hereinafter called the **"LoI"**) to the Selected Bidder requiring, inter alia, the execution of this License Agreement within 30 (thirty) days of the date of receipt thereof.

D. Following the issue of the Letter of Intent (LoI) and (i) submission of Performance Security of Rs. 30,00,000/- (Rs. thirty lacs Only) in the form of unconditional and irrevocable bank guarantee and first quarterly license fees in the form of Demand Draft from a scheduled Bank in favour of the Licensor; and in terms thereof, the Licensee has agreed for end to end development and operations of the allotted tent city on the terms, conditions and covenants hereinafter set forth in this License Agreement.

E. The Licensee acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Project, legal due diligence, Project Site, its obligation for development and operations of tent city at River Ganges (opposite Assi Ghat), Varanasi, and on the basis of its independent satisfaction hereby agrees for development and operations of the tent city at its cost and expense in accordance with the Price Bid submitted by the Licensee and accepted by the Licensor and other terms and conditions of this Agreement.

F. The Licensee acknowledges and confirms that it has gone through the drawings/layout plans of the above referred property specifying the tentative area to be offered to the Licensee for development and operations of the tent city. It further confirms that having gone through the map and understanding that the tentative area as mentioned in the drawing / layout map will only be offered under this Agreement on the 'as is where is basis'. The tentative area offered under this Agreement is placed at **Schedule- 1.**

G. The Licensee further acknowledges that the License Fee (defined hereinafter) quoted in the price bid is only for area mentioned in the map and the Licensor would be limiting its activities during the License Period within such specified area only.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and

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1. Definitions & Interpretations

1.1. Definitions

1.1.1. The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules;

"Abandon" OR "Abandonment" means the abandonment/suspension of the O&M of the Project site for a continuous period longer than 7 (seven) days or an aggregate period of 4 days in a month without prior consent/approval of the Licensor, provided that the Licensee shall be deemed not to have suspended/abandoned operations when such suspension/abandonment is as a result of Force Majeure Event and is only for the period such Force Majeure is subsisting;

"Accounting Year" OR "Financial Year" means the financial year commencing from the first day of April (1st April) of any calendar year and ending on the thirty-first day of March (31st March) of the next calendar year except in the first and the last calendar years of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the Commercial Operation Date to the 31st March of next calendar year. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date;

"Agreement" OR "License Agreement" means this agreement as of date hereof, including recitals, schedules and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof;

"Applicable Laws" means all laws, brought into force and effect by Government of India and/or Government of Uttar Pradesh including rules, ordinances, notifications, regulations, bye-laws, directives, guidelines or other governmental restriction or any guidelines and regulations of any concerned regulatory authority made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on the date of this Agreement and during the subsistence thereof;

"Applicable Permits" means all Clearances, licenses, permits, authorisations, no objection certificates, consents, Approvals and exemptions required to be obtained or maintained by the Licensee under Applicable Laws during the subsistence of this Agreement;

"Approvals" means all Clearances, licenses, permits, authorizations, no objection certificates, consents, approvals of or from any Competent Authority and exemptions required to be obtained or maintained under Applicable Laws in connection with the O&M of the Project during the subsistence of this Agreement;

"Bank" shall mean any nationalised bank, or a scheduled bank within Reserve Bank of India Act, 1934;

"Bid" means the documents in their entire form (Technical and Price bid) submitted by the Bidder in response to the RFP Document issued by the Licensor in accordance with the provisions thereof;

"Bidder" shall mean such Person who / which (as the case may be) has submitted bid pursuant to the Tender;

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"**Change in Law**" means occurrence of any of the following events after the execution of this Agreement:

a) Enactment of any new Applicable Law;

b) the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Law;

c) the change in interpretation or application of any Applicable Law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of this Agreement;

d) the imposition of a requirement for any Applicable Permit (other than for cause) not required on the date of this Agreement;

e) after the date of grant of any Applicable Permits, a change in the terms and conditions attaching to such Applicable Permits (other than for cause) or the attachment of any new terms and conditions to an Applicable Permits (other than for cause); or

f) any Applicable Permits previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application therefore having been duly made in good time;

g) For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the promoters together with their Associates / Affiliates in the total equity shares or shareholding to decline below [51% (fifty one per cent)] thereof during License Period, or such lower proportion as may be permitted by the Licensee.

"**Clearance**" means any or all permissions, clearances (including environmental clearances, pollution clearance and approvals), authorizations, consents, no-objections, approvals of or from any Government Authority required to be obtained under the Applicable Laws in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes as contemplated in this Agreement;

"**Competent Authority**" means Government of India (GoI), or Government of Uttar Pradesh (GoUP) or governmental department, commission, board, body, bureau, agency, authority, instrumentality, or administrative body, central, state, or local, having jurisdiction over the Licensee, the Project, the Project Assets and the works or any part thereof or the performance of all or any of the services, obligations or covenants of Licensee under or pursuant to this Agreement or any portion thereof;

"**Compliance Date**" means the date on which unencumbered possession in respect of Project Site are actually handed over to the Licensee by the Licensor, in terms of this Agreement;

"**Cure Period**" shall have the meaning given in sub-clause 11.3.1 of this Agreement;

"**Tent City**" means the 1 (one) Tent Facility including all the tented accommodation, its infrastructure, staff, and other facility incumbent to the operations of the tent city as

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proposed at project site opposite the Assi Ghat on land admeasuring around 10 (ten) hectares.

"**Dispute**" shall have the meaning ascribed thereto in sub-clause 15.1 of this Agreement;

"**Dispute Resolution Procedure**" means the procedure for resolution of Dispute set forth in clause 15 of this Agreement;

"**Directive**" means any present or future requirement, instruction, direction, order, regulation or rule of any Competent Authority which is legally binding or which should customarily be observed by a reasonable and prudent owner, designer, operator or construction contractor of facilities similar to the Project Facilities and any modification, extension or replacement thereof from time to time in force;

"**Encumbrances**" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Sites or Third Party claims or rights of any kind attaching to the Project Sites;

"**Event of Default**" means the Licensee Event of Default or the Licensor Event of Default and/ or both as the context may admit or require;

"**Expert**" means any person, body or organisation of repute with recognised technical/professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement, appointed by the Licensor;

"**Force Majeure**" or "**Force Majeure Event**" has the meaning specified in clause 10 of this Agreement;

"**GoI**" means the Government of India, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of India;

"**Good Industry Practice**" means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in provision of services in similar facility and which inter alia includes those practices, methods, specifications and standards of equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent licensee, in the operation, maintenance and management and supervision of a project of the type and size similar to the Project;

"**GoUP**" means the Government of the State of Uttar Pradesh, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Uttar Pradesh and its administrators, successors and assigns;

"**License**" shall have the meaning as specified under sub-clause 2.1 of this Agreement;

"**Licensor**" shall mean the **Varanasi Development Authority** (VDA);

"**License Period**" means a period specified in sub-clause 2.2 of this Agreement;

"**License Fee**" shall have the meaning as specified in clause 9.1.1 of this Agreement;

"**Material Adverse Effect**" means circumstances which may or does (a) render any right vested in a Party by the terms of this Agreement ineffective or (b) adversely affect or restrict or frustrate (i) the ability of any Party to observe and perform in a timely manner its

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obligations under this Agreement or (ii) the legality, validity, binding nature or enforceability of this Agreement or any of the Project agreements;

"Material Breach" means a breach of the obligations or terms and conditions of this Agreement or covenants by a Party, which has a Material Adverse Effect;

"O&M" shall mean erection, operation, maintenance and management of the Project Facilities;

"Operation Period" means the period commencing from the date of start of Commercial Operations of the Project and ending on the expiry or prior termination of this Agreement;

"Party" individually means the Licensor or the Licensee as the context may admit or require and Parties shall mean collectively the both;

"Performance Security" means the irrevocable and unconditional bank guarantee, as the context may require or admit, provided by the Licensee as per clause 4 of this Agreement;

"Minimum Development Obligations means the performance parameters for the development and operations of the Project site in accordance with this Agreement and as per provisions set forth in Schedule-1 of this Agreement;

"Person" means any individual, corporation, partnership, joint venture, trust, society, unincorporated organisation, government or governmental authority or agency or any other legal entity;

"Project" means development and operations of tent city as per conditions of RFP and this Agreement, subject to the provisions of this Agreement and in accordance with Applicable Laws, Specifications and Standards and Good Industry Practices.;

"Project Assets" means all tangible and intangible assets relating to the Project Facilities including, but not limited to, (a) right to use Project Sites as per the provisions of this Licensee Agreement (b) tangible assets such as foundation, buildings, substructures and superstructures, pavements, works, drainage facilities, utilities, sign boards, equipment, technology, spare parts, electrical works for lightings and communication equipment at the Project Facilities; (c) financial assets, such as receivables, cash, charges and investments; (d) rights under this Agreement and (e) insurance proceeds;

"Project Site" means the land under consideration admeasuring 100,000 sq.m. (10 acres) located opposite Assi Ghat, Uttar Pradesh as per the details mentioned in Schedule-2.

"SBI Base Rate" means the rate of interest specified or declared by the State Bank of India (SBI) from time to time, in accordance with the guidelines prescribed by RBI in regard;

"Scheduled Commercial Operations Date" means the date from which licensee shall commence commercial operations of tent city at Project site. Scheduled commercial operations date shall not be later than 2 months from the date of signing of this agreement in any case.

"Scope of Works" shall have the meaning ascribed to it in Schedule-1 of this Agreement;

"Specifications and Standards" means collectively the technical specifications and the minimum development obligations for the Project site in accordance with this Agreement and as per the provisions set forth in Schedule-1 of this Agreement;

"Staff" means all persons employed or engaged (including volunteers, agency, casual or contract personnel) by the Licensee in the provision of the development and operation

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services for the tent city or any activity related to, or connected with the provision of the Project, including consultants;

"Steering Committee" means the committee constituted by Licensor in accordance with the provisions of sub-clause 7.1;

"Tax" means all forms of taxes whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by GoI, Licensor or Competent Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it;

"Termination" means prior termination of this Agreement pursuant to Termination Notice, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course;

"Termination Payment" means the aggregate of the amounts payable by Licensee to the Licensor under the Agreement upon Termination;

"Third Party" means any Person, real or judicial, or entity other than the Parties to this Agreement;

"Expiration Date" means the date on which this Agreement and the rights hereunder expire pursuant to the provisions of this Agreement or is terminated earlier in accordance with the terms of this Agreement.

1.2. Principal of Interpretation

1.2.1. In this Agreement, unless the context otherwise requires:

a) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;

b) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender; and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

c) the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;

d) words "include" and "including" are to be construed without limitation;

e) any reference to any point in time shall mean a reference to that point in time according to Indian Standard Time; any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India);

f) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;

g) the schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

h) reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified, novated or suspended at the time of such reference;

i) references to recitals, clauses, sub-clauses, schedules, Annexures in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clauses, sub-clauses, annexure of or to this Agreement;

j) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;

k) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hands of duly authorised representative of such Party;

l) wherever in this Agreement provision is made for giving or issuing of any notice, endorsement, consent, approval, certificate or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "endorsed", "consent", "approval", "certify" or "determined" shall be construed accordingly;

m) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;

n) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;

o) the damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

p) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

q) reference to a Person shall be construed as including a reference to its successors and permitted assigns in accordance with their respective interests;

r) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules;

s) references to any date shall mean and include such date or period as may be extended pursuant to this Agreement or by mutual consent of the Parties hereto.

1.3. Priority of Documents

1.3.1. The documents forming part of bidding process leading to this Agreement shall be

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interpreted in the following order of priority:

a) This License Agreement along with its schedules

b) Letter of Intent (LoI) No. 645/VP/TP/2022-23 Dated 13.09.2022

c) Corrigendum No. 540/VP/TP/2022-23 Dated 11.08.2022 to the RFP document

d) RFP document no: 453/VP/TP/2022-23 dated 21.07.2022

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2. License

2.1. Grant of License

2.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement and Applicable Laws, Good Industry Practice, and Specifications and Standards, the Licensor hereby grants and authorises the Licensee and the Licensee hereby accepts the exclusive rights and authority during the License Period for development and operations of the tent city at Project site and to exercise and/or enjoy the rights, powers, privileges, authorizations and entitlements as set forth in this Agreement, including but not limited to the right to erect, develop, operate, charge, demand, collect, retain and appropriate charges for provision of services in relation to the Project site to the users of such Project site (collectively the "License").

2.1.2. For this purpose, subject to provisions of this Agreement, the Licensor hereby grants the Licensee the exclusive right and authority during the License Period to:

- Develop of Tent City:

1. Develop concept plan, layout plan, working drawings and specifications for the site. The specifications and design of the tent city may require to be modified as per the local needs and as per the direction of the Licensor. The tent city could have multiple recreational activities for tourists staying at tent city. Some indicative list of activities that can be hosted within tent city area as follows –

- Tented accommodation (for minimum 200 people) with attached bath and toilet facilities
- Reception/ Foyer Area
- Food facilities like restaurant, dinning area
- Recreational activities like indoor games, outdoor games, event center, spa, yoga and ayurvedic therapies, library, cultural center, etc.
- Congregational spaces like Conference Hall
- Special spaces such as VIP Lounge area,
- Other adventure and sport activities such as –
- Water Sports – Jet Ski, Banana boat, Parasailing
- Camel / Horse Riding
- Archery and Rifle Shooting
- Floating platform, etc.

2. All kinds of construction must be temporary in nature without any concrete structure. The entire development must be in compliance with minimum development obligations . The Licensee shall comply with quality standards and observe environmental codes and safety norms, as applicable.

3. The Licensee shall execute the event maintaining the locational aesthetics, safety and a consistent theme, under approved terms as specified in this RFP. Concept plan, layout plan, working drawings and specifications for the site must be approved and finalized by the Licensor with regards to safety and applicable standards and specifications. Fire safety and other safety measures must be

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followed by bidder as per prescribed rules & regulations.

4. Proper provisions for persons with disability (PwD) and universal accessibility need to be incorporated while implementing the project.
5. The Licensee shall execute the civil works including site cleaning, site levelling / grading, development, plumbing and other services. Proper signage for the facilities along with emergency exit plan needs to be displayed at proper locations.
6. The Licensee shall provide all infrastructural services like Electricity, Plumbing, Sanitation, Drainage and exterior furnishing of the Tent City. The Licensor will provide support to the Licensee for getting connection to the source for electricity, water. The Licensee will have to pay the actual bills / charges for usage of the electricity and water to the concerned department / public sector agency as per the rates prevalent during the license period.
7. The Licensee shall make necessary arrangement for drinking water, water supply line, overhead tank with stand etc & electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc
8. The Licensee shall have to bear all the expenditure regarding getting temporary connection for water supply & electricity, all deposits, usage charges and any other chargeable expenses for above services and any other arrangement. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by bidder.
9. The Licensee shall arrange for DG set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc. complete at his cost.
10. The Licensee shall have to liaison, arrange for, and bear the cost of arranging Fire Fighters, utilities, etc through concern authorities, utility providers, etc.
11. The Licensee shall arrange all furniture, electrical fixtures and other fixtures required for operation of the facilities. After completion of the tenure, the Operators shall dismantle and remove all temporary accommodation and other infrastructure from the site at its own cost under intimation to the Licensor.
12. The Licensee should comply and obtain all statutory approvals. Licensed electrical contractor, clearances & License from labour department, Shops & Establishments, Entertainment License, Food & Drugs License, Fire safety License, etc. as required by Law of the state and India.
13. The Licensee shall be liable to abide by the rules, regulations and guidelines laid down by NMCG (National Mission for Clean Ganga), NGT (National Green ribunal), CPCB (Central Pollution Control Board), UPPCB (Uttar Pradesh Pollution Control Board) and any other as effective from time to time.
14. The Licensee should have required documents & certificate to obtain from Government other approval agencies and overall coordination & follow up with agencies for getting approvals & certificates to be completed before starting the operations.

- Undertake Operations of the Tent City

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i. The Licensee shall be responsible for end to end operations of tent city including maintenance, sales, marketing, promotion and dismantling and handover after the license period.

ii. The Licensee shall manage all the operations of tent city including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, garbage disposal, security, up keeping of the structures, etc. Service to be rendered by the Licensee shall also include managing booking and ticketing operations.

iii. The quality of service shall be at par with any 3 star category hotels. The Operator shall depute skilled & trained manpower, as necessary for the said purpose. The Operator shall comply with all laws / rules made thereunder / regulations in respect of the Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees / labour engaged by the Operator. It shall insure all its employees / labour employed / engaged for any service against third party bodily injury / loss of life during the entire period of such employment / engagement by the Operator and as per statutory provisions. Police verification of all the employees / staff deployed by the Operator shall be done by it. The Licensorshall not be responsible for any consequences resulting out of the acts / activities of the employees / staff of the Operator.

- If any accident occurs due to operations or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
- The agency indemnifies and holds the Licensor harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.

iv. A reasonable proportion of the agencies superintending staff shall have a working knowledge of English and/or Hindi language.

v. The agency shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

vi. The Operator shall deploy CCTV(s) at all important locations in the project site, especially at the entry and exit locations of the site and provide clean feed free of cost to the Licensor for the monitoring and surveillance purpose

vii. Operator shall ensure emptying of soak pits on daily basis or as per requirements for the entire sites pertaining to tentage and other relevant structures (by mechanical means only). Such disposal, maintenance and cleanliness would be in the scope of work of Operator.

viii. The sludge tank capacity shall be adequate as per the requirements of the site and the machines shall have standard capacity vacuum pump. The suction machines will be used daily in 2-3 shifts for cleaning of drains / soak pits / septic tanks in the tent city area managed by Operator.

ix. The sewerage shall have to be connected to nearest available sewer manhole/ soak pit. Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages, dormitories, tents & other relevant structures, dining hall etc (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of bidder. .

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x. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the agency.

xi. The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the site area in designated location, as identified by the Licensor and after getting prior approval from the Licensor

xii. The bio-degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from competent authority

xiii. The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.

xiv. In the backdrop of COVID-19, operator shall take into consideration all guidelines and SoPs issued by Government from time to time in facility design, management and operations. Operator to deploy staff who are trained in COVID-19 handling and management.

xv. To attend to any critical situation, Operator shall provide for an emergency vehicle, doctor facility, an isolation room, rapid testing facilities and also ensure an operational tie up with a hospital in the vicinity of the project site.

xvi. The Operator shall set up a medical room on-site and shall ensure the provision of proper first aid / medical facilities to provide timely medical support to any person in the tent city.

xvii. Operator shall be responsible to promote and market the product and shall fix tariff in consultation with the Licensor. Operator shall ensure proper firstaid / medical facilities to ensure timely support to any person in the tent city.

- **Dismantle and Handover of project site**

Upon the termination or expiration of license period, the Bidder shall be liable to:

i. Handover the peaceful possession of the project site on an 'as-is-where-is' basis to the Licensor

ii. Transfer all rights, permits, approvals, guarantees, and insurance policies relating to the project to the Licensor;

iii. Execute all such contracts, agreements and documents required to ensure the abovementioned handover of project site.

iv. Cease all access to project site

- **Minimum development obligations**

The Licensee is required to erect tent city that accommodates minimum about 200 people. The approved tent categories with their dimension ranges which the bidder will be required to install in the allotted block are as listed below:

- Villa: 900 Sqft
- Super Deluxe: 480 – 580 Sqft
- Deluxe: 250 – 400 Sqft

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The above categories shall be preferably maintained in ratio of 10:50:40 for Villa, Super Deluxe and Deluxe category respectively

The basic structure to be erected must have the facilities & quality standards (non-exhaustive list) as indicated in Minimum development obligations. **The Licensee has to install a demo tent at the site in VARANASI, which shall be approved by the Licensor further starting the work.**

2.2. License Period

The License Period shall commence from date of signing of agreement and shall extend for a period of five years (2022-2023 to 2027-2028) or until prior termination of the Agreement, as the case may be ("License Period").

Partner

सुनील कुमार
निदेशक

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2.3. Actions in Support of License

2.3.1. Licensor shall, on best effort basis, upon written request from the Licensee, recommend, assist and provide all assistance and recommendations to the competent authorities, including Government of India (GoI), in support of the Licensee's applications for Applicable Permits that may be needed from time-to-time for development and operations of the tent city at Project site; provided the Licensee has made the requisite applications complete in all respects, paid the processing fee and is in compliance with all the necessary conditions and eligibility norms for the grant of such Applicable Permits.

2.3.2. The Licensee agrees and accepts that the objective of the Licensor is to develop and operate tent city at Project site and the Licensee shall ensure that the facilities and services shall be always available throughout the License Period.

2.3.3. The Licensee undertakes that it shall develop and operate the tent city at Project site during the License Period and shall vacate the Project site at the end of the License Period or prior termination of the Agreement, as the case may be and cause all Persons claiming through or under it to vacate there from, without any demur or delay, and simultaneously therewith hand over peaceful and unencumbered possession of the Project site to the Licensor on 'as is where is' basis and transfer all rights, permits, approvals, guarantees, and insurance policies relating to the project site.

2.3.4. The Licensor agrees and accepts that the Licensee shall have entitlement to determine, demand, charge, collect, retain, appropriate, and periodically revise the charges as per the provisions of this Agreement. The Licensor expressly recognizes the aforesaid rights of the Licensee and the Licensee's right to avail all remedies under Applicable Law and this Agreement for the recovery of charges.

2.3.5. The Licensee undertakes to do all such other things or cause all such things to be done in and about the Project as are necessary in the opinion of the Licensee to comply with any Applicable Law regarding the development and operations of the Project including but not limited to hygiene and sanitation standards, restaurant and lodging related laws or the efficient operation and management of the Project site in accordance with the terms and conditions of this Agreement and the Specifications and Standards.

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3. Project Site

3.1. License of Project Site

3.1.1. The Licensor hereby grants the Licensee the License to enter upon and access to the Project site and Licensee will be responsible for development and operations of the tent city including all the Villa, Super Deluxe and Deluxe Tents at river Ganges opposite Assi Ghat, Varanasi. The Licensee shall develop and operate tent city with good quality facilities and services along with related ambience, dining hall, toilet block, recreational activities, congregational spaces, adventure, and sports activities & other infrastructure & services during 2022-23 to 2027-28 (5 Years period) from date of signing of this agreement as per lerms and conditions permitted by Licensor at the Licensee's cost, risk, and consequence. The Licensor or any of its Competent Authorities shall have no liability whatsoever in this behalf, whether upon termination of this Agreement or otherwise.

3.1.2. The Parties shall, within 15 (fifteen) days of signing of this Agreement, carry out, through their duly authorised representative(s), a joint inspection and verification of Project site and record a report thereof in a memorandum duly signed by the Parties/their representatives. The participation of both Parties in such joint inspection shall be mandatory. Such memorandum as aforesaid shall be in two counterparts; one counterpart shall be retained by each Party.

3.1.3. After completion of joint inspection by the Parties, peaceful and unencumbered possession of the Project Facilities shall be handed over by the Licensor to the Licensee on "as-is-where-is basis" as per the provisions of this Agreement.

3.1.4. The Licensee and the persons claiming through or under it shall keep the Project Site free from any trespass or encroachment and keep the Licensor informed thereof and take appropriate and timely legal and remedial action.

3.2. Consortium

In case the Licensee is a Consortium, it shall, comply with the following additional requirements:

a) Number of members in a Consortium shall not exceed 2 (Two) including lead member;

b) The Licensee should contain the information required for each member of the Consortium;

c) The Consortium shall submit an agreement signed all Members of the Consortium which shall:

i. nominate one member as the lead member (the "Lead Member") who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity;

ii. declare that all Members of the Consortium are jointly and severally liable;

iii. include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and design, construction and development and operations obligations

iv. A copy of the **Consortium Agreement** should be submitted along with the agreement. The **Consortium Agreement** entered between the Members of the Consortium should fulfill the above requirements.

v. The nomination shall be supported by a Power of Attorney.

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3.3. Sub-License

3.3.1. Licensee will not be allowed to sub-let/ sub – license any part of scope of work during the license period.

3.3.2. The Licensee's failure to comply with section 3.3 shall be at its cost, risk and consequence and constitute a Licensee Event of Default that shall entitle the Licensor to terminate this Agreement.

3.4. Information about and access to the Project Site

3.4.1. The information about the Project site set out in Schedule-2 of this Agreement is provided by the Licensor in good faith and with due regard to the matters for which such information is required by the Licensee. The Licensor agrees to provide to the Licensee, upon a written request, any further information relating to the Project site, which the Licensor may now possess or may hereafter come to possess. However, the information provided about the Project site set out in Schedule-2 of this Agreement may not be accurate or exhaustive; therefore, Licensee is required to make its own assessment. Subject to this, the Licensor makes no representation and gives no warranty to the Licensee in respect of the condition of the Project site and the Licensee shall accept the Project site handed over to it by the Licensor on "as-is-where-is basis".

3.5. Access to Project Site

3.5.1. Following the handing over of the Project site, the Licensee shall, at all reasonable times allow access to the Project site to the representatives of or Persons duly authorized by the Licensor or any relevant Competent Authority concerned with safety, security, health or environmental protection etc. to inspect the Project site and to investigate any other matter within its authority.

3.6. Use of Project Site

3.6.1. The Licensee shall not, without the prior written consent of the Licensor, use the Project site for any purpose other than the purpose of development and operations of the tent city and for purposes incidental or necessary thereto as permitted under this Agreement. The Licensee accepts that this is an essential condition of this Agreement, the breach of which shall constitute a Licensee Event of Default that shall entitle the Licensor to terminate this Agreement in accordance with the provisions of clause 12 of this Agreement.

3.6.2. The Licensee shall not part with or create any Encumbrances overall or any part of the Project Sites and/or Project Facilities. The Licensee shall not, under any circumstance whatsoever, mortgage, assign, transfer, convey or otherwise alienate or dispose of the Project Sites and/or Project Facilities. Further, it is hereby clarified that this Agreement cannot be assigned by the Licensee and that the Licensee shall neither create nor permit to subsist any Encumbrance or title defect over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement.

3.6.3. Subject to Applicable Law, the Licensee shall follow a policy of non-discriminatory access with respect to customers who are willing to use the Project site, subject however to all reasonable restrictions as may be required from operations, safety and privacy perspectives.

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4. Performance Security

4.1. Performance Security

4.1.1. For securing the due and punctual performance of obligations of the Licensee under this Agreement, the Licensee, as precondition to execution of this Agreement, has, within 10 (ten) days of the date of Letter of Acceptance (LoA), delivered to the Licensor an unconditional and irrevocable bank guarantee in the formal acceptable to the Authority as per bank details provided in the data sheet to the Licensor, in favour of Licensor for Rs. 30,00,000/- (Rs. Thirty Lacs Only) having validity period of 5 years upto the entire license period from the date of signing of this Agreement and shall be valid for 6 (six) months after the scheduled completion date, substantially in the form provided along with the Letter of Intent (the "Performance Security"), the receipt & veracity of which, is hereby acknowledged by the Licensor. Performance Security received from Licensee is annexed as Schedule-3 of this Agreement.

4.2. Forfeiture of Performance Security

4.2.1. The Licensee shall always keep and maintain the Performance Security valid and in full force and effect up till the expiry of License Period and additional 6 (six) months from the date of execution of this Agreement. The performance security is intended to secure the performance of the entire license period. It shall not be construed to cover all damages detailed stipulated in various clauses of the Agreement.

4.2.2. In case of a project extension, the Licensee shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

4.2.3. Furnishing a fresh Performance Security shall provide the Licensee an entitlement to an additional Cure Period of 30 (thirty) days for remedying the Licensee Default or to meet any Condition Precedent, and in the event of the Licensee not curing its default or meeting such Condition Precedent within such Cure Period, the Licensor shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

4.2.4. Performance Security submitted by the Licensee shall be forfeited if the licensee fails to commence scheduled commercial operations as per the requirements of this agreement.

4.3. Appropriation of Performance Security

4.3.1. In the event of the Licensee being in default of performance of its obligations under this Agreement and fails to remedy such default within the relevant Cure Period or owes any sums to the Licensor under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the Licensor for or against the Licensee under this Agreement or against the Licensor in respect of this Agreement, the Licensor shall, without prejudice to its other rights and remedies hereunder or in law, invoke the Performance Security and appropriate relevant or delinquent amounts as damages for such default, dues, demands or claims.

4.3.2. The decision of the Licensor as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and

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binding on the Licensee. The Licensee specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the Licensor under this Agreement is required to be provided in connection with any demand made by the Licensor to recover such compensation through invocation of Performance Security under this Agreement and that no document or any action shall be required other than the Licensor's written demand in this behalf.

4.3.3. Incase of appropriation from the Performance Security, the Licensee shall within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Licensor shall be entitled to terminate this Agreement.

4.4. Return of Performance Security

4.4.1. Subject to the provisions of this Agreement, the Licensor shall return the Performance Security to the Licensee as deemed fit to receive or recover amounts, if any, within 30 (thirty) days without any interest following the expiry or prior termination of this Agreement (except for Licensee's Event of Default), as the case may be, provided that there are no outstanding claims of the Licensor on the Licensee in terms hereof in which event amount of outstanding claims shall be appropriated from Performance Security.

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5. Obligation of the Parties

5.1. Obligation of the Licensor

The Licensor, in addition to and without prejudice to its obligations specified elsewhere in this Agreement, shall, without qualification, observe and comply with the following obligations during the License Period:

5.1.1. the Licensor shall permit the Licensee to operate, maintain and manage the tent city at Project site as permitted by Licensor; provided the Licensee procures the necessary Clearances in this behalf as may be required;

5.1.2. upon written request from the Licensee, the Licensor shall, on best endeavor basis, facilitate the Licensee with access in respect of the Project site to all infrastructure facilities and utilities, as may be required, including water, electricity, telecommunication, sewerage and drainage facilities; provided the Licensee has made the requisite applications complete in all necessary details and is in compliance with the necessary conditions for getting such connections. All payments for use of such utilities shall be paid by the Licensee;

5.1.3. upon written request from the Licensee, the Licensor, at appropriate stages of the Project, on best effort basis, shall grant or cause to be granted all Applicable Permits which are necessary for development and operations of the Project and which are in its authority to grant or cause to be granted subject to the Licensee having made the requisite applications complete in all necessary details and is in compliance with the necessary conditions for such Applicable Permits and complies with the eligibility criteria for the grant of such Applicable Permits;

5.1.4. the Licensor undertakes not to exempt, in any manner and to any extent, any customer from the obligation to pay applicable charges to the Licensee for the services provided by it;

5.1.5. the Licensor agrees to the Licensee's right to advertise and set up and display hoardings, billboards and other information panels at the Project Facilities regarding availability of the services and other services permitted by the Licensor at the Project Facilities in accordance with the Applicable Laws; Licensee may include value added services like installation of movable assets e.g. rides etc. for entertainment of the tourists; temporary seasonal arrangements of accommodation at the property etc., with prior approval of the Licensor;

5.1.6. the Licensor accepts and acknowledges that the Licensee may install/bring more equipment /facilities at its own cost to upgrade Project site subject to provisions of this Agreement. Licensee shall ensure compliance with the terms and conditions of this License Agreement and all Applicable Laws, Applicable Permits, bylaws, regulations etc. as may be required for installation of other related services. Site as per the **Schedule-2** will be handed over by Licensor. Thereafter development and operations of tent city at project site handed by Licensor will be carried out by Licensee.

5.1.7. Grant in a timely manner all such approvals, permissions, and authorisations which the Licensee may require or is obliged to seek from in connection with execution of the work and the performance of the Licensee obligations.

5.1.8. Licensor may appoint, an authorized person as "Coordinator" – the Licensor to coordinate with the Licensee in all matters related to project for the successful execution of the

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work and to be responsible for all necessary exchange of information required

5.1.9 The proposed tent city at project site shall be considered for marketing of the same albeit in a normal way of the Licensor's plan. No separate/special marketing efforts are envisaged at present.

5.2. Obligations of the Licensee

The Licensee, in addition and without prejudice to its obligations, duties and responsibilities specified in other provisions of this License Agreement, shall, during the License Period without qualification, observe and comply with the following obligations:

5.2.1. takeover possession of the Project site from the Licensor, after the joint inspection is carried out by Parties, in terms hereof and develop and operate tent city at project site in accordance with the terms of this Agreement and Scope of Work & minimum development obligations as specified in **Schedule-1** of this Agreement, including the Specification and Standards, Applicable Laws, Applicable Permits and Good Industry Practice;

5.2.2. without prejudice to the Licensor's obligations, if any, in this respect, make or cause to be made the necessary applications to the relevant Competent Authority for all Applicable Permits and supply the appropriate particulars and details to such Competent Authority as may be necessary for confirming that the Licensee fulfills the eligibility/qualification criteria to enable such authority reasonably to consider the request for the grant of the relevant Applicable Permit and, following the grant of any such Applicable Permit, maintain such Applicable Permit in full force and effect so long as it is necessary in order for the Licensee to perform its obligations hereunder;

5.2.3. execute or cause execution of the Scope of Works & minimum development obligations (as specified in **Schedule-1** of this Agreement) in accordance with the terms of this Agreement, including without limitation the conditions of Applicable Permit, technical requirements, Applicable Laws and Good Industry Practice;

5.2.4. subject to sub-clause 5.2.39 hereof, start Commercial Operations latest by Scheduled Commercial Operations Date, provided that the Licensee shall not be considered in breach of this sub-clause 5.2 in case non-fulfillment or delay in fulfillment of its obligations herein are caused solely by (*i*) the occurrence of an event of Force Majeure in accordance with clause 10 of this Agreement or (*ii*) a Licensor Event of Default;

5.2.5. be solely responsible to develop and operate the tent city at the Project site in good condition for the entire License Period as per the terms & conditions of this agreement;

5.2.6. bear entire development and operations expenditure including but not limited to the utility bills (water, electricity, telephone, sewage, sanitation etc.), property tax (on behalf of Licensor), cost of consumables, all kind of Taxes, human resources cost, insurance premium towards protection of Project site from fire and burglary etc.

5.2.7. Licensee shall ensure that light and water connections are active and in working conditions and all outstanding dues, till the handing over of the Project site are paid.

5.2.8. have entitlement, for the entire Operation Period, to determine, demand, charge, collect, retain, appropriate and periodically revise the charges in line with the rates/ charges prevailing in the market, nonetheless the same shall be decided in consultation with the licensor from time to time;

5.2.9. appoint sufficient number of qualified and trained technical Staff and other support Staff like

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supervisors, cooks, waiters, attendants, etc. at its own cost which would be commensurate with the volume of business generated at various point of time on the tent city at Project site. While recruiting, the Licensee shall ensure that these personnel possess required qualifications and experience as prescribed by Competent Authorities to carry out the services. There should not be any shortage of Staff at the tent city on Project site at any point of time during Operation Period;

5.2.10 ensure that all Staff are properly and presentably dressed in appropriate uniforms and work-wears (including protective clothing and fool-wears where required), as prescribed by Competent Authorities, maintain high standard of personal hygiene commensurate with their allocated tasks and wear identification badges/cards at all times while working at the Project Facilities;

5.2.11. ensure that only adult and skilled labour are deployed. Employment of child labour will lead to the termination of the Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified. Licensee shall be responsible to obtain all requisite approvals & permissions as may be necessary or required under various acts & laws for hotels / restaurants;

5.2.12. be solely responsible for all acts and actions of the Staff/ consultants/ advisors/ personnel/contract Staff deployed/appointed/engaged by the Licensee at the Project Facilities and for ensuring compliance with relevant employment laws, regulations, and other statutory requirements including but not limited to salary, professional fee, provident fund, gratuity, insurance, mediclaim etc. as required under GoI/GoUP laws. Licensee shall defend, indemnify and hold harmless the Licensor of any liabilities that may arise with regard to the personnel deployed by Licensee to the Project. Licensor shall not have any responsibility in this respect whatsoever;

5.2.13. adopt all prevailing standard, norms, practices and follow Good Industry Practices to provide testing services of good quality;

5.2.14. apply and obtain license under Prevention of Food and Adulteration Act from the local health authority and ensure its continuity for the entire License Period;

5.2.15. ensure that operations of restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations as applicable from time to time. The licensee shall solely be liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and licensee is alone liable to all Third Party claims;

5.2.16. the Licensee shall have to maintain high standards of cleanliness, courtesy and manners by his Staff and shall set high standards of quality of food and hygiene, serving standards;

5.2.17. adhere with all mandatory norms, rules, regulations, standards, as may be prescribed by Competent Authorities from time-to-time including but not limited to the Food Safety and Standard Authority of India (FSSAI);

5.2.18. maintain at its own cost the equipment including those provided by Licensor in good and working condition at all times during the License Period. In case of breakdown of any equipment (malfunction or not performing up to the standard level shall also be treated as breakdown) Licensee shall get it repaired at its own cost from authorised service centre of equipment manufacturer/ or any other centre empanelled/ suggested

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by equipment manufacturer in such case;

5.2.19. arrange for cooking gas at all times.

5.2.20. procure written approval/permission of Licensor before installation of equipment/ facilities at the Project Site during the License Period Licensee shall also submit list of such equipment at the end of each quarter;

5.2.21. maintain an assets movement register;

5.2.22. identify the major equipment in consultation with the Licensor and maintain a separate log-book for such equipment to record their usage.

5.2.23. maintain the security arrangement on 24X7 basis at Project site and ensure safely and security of the equipment and other assets;

5.2.24. institute, implement, and follow a quality assurance system during the License Period. The quality assurance system shall involve maintenance of appropriate records, documents and data related to development, maintenance, and operations of the Project site. The Licensor shall have the right to inspect, periodically or at random, such records, documents and data etc. and to take measures, as appropriate. The Licensee agrees to offer full co-operation at the time of such checks and inspections by Licensor and assist any independent agency or expert retained by the Licensor to carry out such checks;

5.2.25. ensure the adherence to minimum development obligations and service level benchmarks which may be routinely monitored by the Licensor; remedial action shall be promptly taken by Licensee where such standards are not attained.

5.2.26. take full responsibility for the adequacy, stability and safety of the Project site irrespective of any approval or consent by the Licensor or any Competent Authority;

5.2.27. report to the Licensor or its nominated agency during the License Period as detailed in clause 8 of this Agreement. Such reports shall contain such information as may be reasonably required to keep the Licensor properly informed of material matters relating to the development and operations of the Project site;

5.2.28. allow representatives of the Licensor or its nominated agencies full access to the Project site and to all documents relating to the Project site as per the provisions of this Agreement;

5.2.29. not Abandon the development and operations of the Project site, without prior consent/approval of the Licensor, provided that the Licensee shall be deemed not to have suspended/abandoned operations when such suspension/ abandonment is as a result of Force Majeure Event and is only for the period such Force Majeure is subsisting;

5.2.30. undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/ mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from in and outside and should be emptied at the end of the shifts on regular basis;

5.2.31. ensure collection, screening, and segregation of dry and wet garbage area. Licensee shall also ensure the segregation of bio-degradable, non-bio degradable and hazardous waste. Appropriate disposal as approved by applicable Competent Authority shall be the responsibility of the Licensee. Licensee shall in no way harm the

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environment of the place.

5.2.32. collect, segregate and dispose at its expense all types of wastes, garbage generated during license period in compliance with the Applicable Laws, Applicable Permits, industry norms and regulations, terms of Applicable Permits and Good Industry Practice and shall indemnify the Licensor in this respect;

5.2.33. handover, upon expiry of License Period or prior termination thereof, the unencumbered possession of the Project site without demur or delay and cause vacation there from of all Persons claiming through or under the Licensee;

5.2.34. be liable and responsible for all types of liabilities (negligence, fault, accident or otherwise) arising, accruing or resulting from the (i) operation of Project Site by the Licensee and (ii) purchase, presence, handling, storage, disposal etc. of all types of wastes, substances, materials and by-products as a result of its activities pursuant to this Agreement. The Licensee shall (i) buy and maintain adequate insurances against such liability and (ii) defend, indemnify, hold and continue to hold the Licensor harmless against all such liability.

5.2.35. pay in a timely manner all taxes, duties, levies, cess and utilities charges in respect of the Project and its activities relating thereto including but not limited to income tax, sales tax, value added tax, excise duty, customs duty and octroi, municipal tax that may be applicable, levied, claimed or demanded from time to time by Competent Authorities including any increase therein effected or fines or penalties related thereto;

5.2.36. payment to be made to the Licensor by the Licensee in terms hereof, if any, shall be exclusive of all taxes, levies etc., provided however that such payment shall be subject to deduction of income tax at source for which the Licensee shall provide certificate of Tax Deducted at Source (TDS) to the Licensor. The Parties further agree that the applicable taxes, levies etc. including services tax shall be paid by Licensee separately along with the payment;

5.2.37. in case of Licensor making payment to Licensee in terms hereof, if any, the Licensor shall deduct income tax at source for which certificate of Tax Deducted at Source (TDS) shall be provided by Licensor to the Licensee. The Parties further agree that such payment shall be inclusive of all taxes, levies including service tax and no extra payment on such account shall be made by the Licensor to the Licensee;

5.2.38. pay in a timely manner the License Fee to the Licensor as per provisions of clause 9 of this Agreement;

5.2.39. Pay liquidated damages at rate of 1% of price bid (annual license fees) per week (7 days) for every week of delay in the event of non-achievement of Commercial Operations by Scheduled Commercial Operations Date, for any reason other than Force Majeure or reasons solely attributable to the Licensor, provided that such liquidated damages do not exceed 10% of total annual license fees for 5 years (license period). The Parties agree that the quantum of liquidated damages set out above is a genuine pre-estimate of the losses and damages which will be suffered on account of such breach and the prescribed amounts of such liquidated damages shall be payable on demand without there being any proof of the actual loss or damages caused by such breach;

5.2.40. without prejudice to clause 5.2.39 above, in the event that Commercial Operations does not occur within 45 (forty five) days from the Scheduled Commercial Operations Date, the Licensor shall be entitled to invoke the Performance Security and to

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terminate this Agreement for a Licensee Event of Default in accordance with the provisions of clause 12 of this Agreement, provided that instead of terminating this Agreement, the Licensor may at its sole discretion extend the time for starting Commercial Operations;

5.2.41. be solely liable for the safety, security and protection of the customers, bonafide visitors and their property at the Project Site against theft, vandalism, loss, damage, destruction or otherwise and shall indemnify, defend and hold harmless the Licensor, its employees, representatives from and against all liabilities, damages, legal proceedings, claims and costs etc. in this behalf;

5.2.42 Toilets, public areas, Staff toilets, terrace, back yard and pre ses; etc. used by the guests/ employees shall be kept clean and hygienic round the clock.

5.2.43 Carry out remedial measures to conform to the Specifications and Standards including service level requirements/indicators. In the event remedial measures are not completed by the Licensee in conformity with the provisions of this Agreement, the Licensor shall be entitled to recover penalties from the Licensee in accordance with the provisions of **Schedule-4** of this Agreement;

5.2.44. installation of movable assets like rides etc. for entertainment of the tourists may be permitted as a part of facility to the tourist provided that such installations are confined to the area offered to the Licensor and as detailed in the Agreement anyhow the same shall be done with due permission of the Licensor;

5.2.45. The Licensee shall not undertake or permit any Change in Ownership except with the prior written approval of the Authority;

5.2.46. The Licensee shall not construct, extend or bring any structural changes to the Project Site without prior written consent of the Licensor;

5.2.47. Change in Scope: The Licensor may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not part of the scope of development and operations obligations of the Licensee under this Agreement ("**Change in Scope**"). Upon giving of a Change in Scope notice by the Licensor to the Licensee, the Licensee shall with due diligence, and within 15 days of receipt of the notice for Change in Scope, provide to the Licensor a cost and time estimate of such Change in Scope. The Parties shall make good faith efforts to agree on the time and cost for implementation of the Change in Scope. Upon agreement, the Licensor shall provide a Change in Scope order to the Licensee, and the Licensee shall comply with such order and perform the Change in Scope in accordance with the terms of the order, Applicable Law, Applicable Permits, Specifications and Standards and Good Industry Practices.

5.2.48. Develop the Concept plan and prepare detailed layout plan, detail working drawings & specifications as per requirement in consultation with Licensor.

5.2.49. Maintenance of the existing infrastructure given by Licensor, will be carried out by Licensee every year.

5.2.50. Execution of related services including plumbing, sanitary, drainage, interior and exterior
furnishing with traditional decoration and layout plan of various works as asked by Licensor.

5.2.51. Execute the work with due respect to aesthetics, safety, theme consistent with best of

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industry practices within given time.

5.2.52. Preparation of required documents & certificates to obtain from Government/VDA and other approval agencies and overall coordination & follow up with agencies for getting approvals & certificates to be completed before starting the unit.

5.2.53. The Licensee shall deploy Architect, Designers, Clerical Staff, Consulting Engineers-Civil,
Electrical, Structural and Plumbing consultant and other Professional persons required to be consulted for the purpose of repairing/ maintenance of the tents with the consultation of the Licensor.

5.2.54. The final services & structures shall be provided by Licensee as per approval of Licensor.

5.2.55. Services by Licensee shall also include managing tourists i.e. managing their check-ins & check outs/luggage pick-ups, providing meals & all tea-coffee breakfast and other services including in house facilities. Licensee shall depute necessary skilled & trained manpower, as approved by Licensor.

5.2.56. Emptying soak pits on daily basis or as per requirements including entire system pertaining to relevant structures, dining hall etc. (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of Licensee.

Note: The suction machine should have standard capacity vacuum pump. The suction machines will be used as & when required for cleaning of Drains/Soak pits/Septic tanks in entire property managed by Licensee.

5.2.57. Licensee shall repair & maintain drainage & other infrastructure for usage on his own cost.

5.2.58. The Licensee shall arrange for DG set for 100% back up with all accessories, consumables, cabling, change over switches, panel board etc. complete at his cost.

5.2.59. Fire safety and other safety measures must be followed by Licensee as per prescribed rules & regulations. Water supply is meant for domestic use only. It shall not be used as drinking water. Drinking water shall be arranged by the Licensee as per specifications only.

Note: The expenses towards electricity usage & water usage shall be Payable by Licensee based on actual consumption including all taxes & levies directly to concerned authorities. Licensee shall furnish the schedule of implementation to the Licensor so that systematic and timely monitoring of the project can be done.

5.2.60. Licensee shall take permission from Licensor to start other activities which are not in Scope of Work. The Licensee is free to provide dining facilities to others. The rates for the same shall be fixed in consultation with Licensor.

5.2.61. The Licensee shall not demolish, remove, or alter structures or other facilities on the site without prior approval of Licensor.

5.2.62. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations by Licensor / Consultant. The necessary materials required i.e. cartoons/ dustbins etc. to be provided by the Licensee at his cost. The transportation for disposing the debris shall also be arranged by the Licensee. The Waste disposal shall be done in sealed condition without affecting the Environment.

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5.2.63 All surface and sub-soil drains shall be maintained in a clean, sound, and satisfactory state of performance.

5.2.64. The Licensee shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Licensee shall also conduct his cleaning operations such as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Licensee shall observe the following instructions.

5.2.65 Where destruction, scarring, damage or defacing may occur as a result of operations relating to cleaning activities, the same shall be repaired, replanted or otherwise corrected at Licensee's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Licensor.

5.2.66 All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Licensee's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer. Trees shall not be used for anchorage. The Licensee shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Licensee's expenses.

5.2.67. The Licensee shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Liquor in any form is not allowed on site. The Licensee is responsible to ensure that necessary and adequate personal protective equipment are all the times available for the service personnel working. The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the depots.

5.2.68. It shall be the sole responsibility of the Licensee to adopt all the safety measures & deploy personnel who are adequately trained in safety

- If any accident occurs due to operations or due to negligence on the part of the Licensee's personnel, it shall be the full responsibility of the Licensee.
- If any damage occurs to the structures/ material & equipment as well as rolling stock due to erection operations, the cost of damage will be recovered from the Licensee's bill.

5.2.69. A reasonable proportion of the applicant's superintending staff shall have a working knowledge of Hindi and/or English language.

5.2.70. The Licensee shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and the general nuisance occasioned by die same. The Licensee shall provide his staff and labour with suitable prophylactics and take steps to prevent the formation of stagnant pools of water. The applicant shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once or as instructed by such authorities. The Licensee shall install repellent at site as required.

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5.2.71. The Licensee shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Licensees, agents, staff, or labour.

5.2.72. The Licensee shall not have, barter, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

5.2.73. The Licensee shall maintain data related to occupancy, and collect tourist feedback related to services/facility etc. The Licensee shall handover such data to Licensor as and when required by Licensor for verification.

5.2.74. Licensee may fix the tariff for visitors in consultation with VDA. Any change in tariff must be brought to VDA's notice.

5.2.75. Where explicit specifications are not available the work may have to be executed as per the instruction of Chairperson, VDA.

5.2.76. The Licensee shall arrange and make liaison with Power board for power. The Licensee shall also provide generator back-up for the Project facility. Licensee shall have to do liaison, arrange and bear the cost of arranging Power connection.

5.2.77. Services by Licensee shall also include tourists managing their check ins & check outs/luggage pick-ups, providing meals & all tea-coffee breakfast and other services including in house facilities. Licensee shall depute necessary skilled & trained manpower as approved by Licensor. Manpower deployment details are to be submitted in the technical bid along with other technical detail.

5.2.78. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards/scrap yard shall be borne by the Licensee.;

5.2.79. Licensee shall operate the tents and run all the services during 2022-23 to 2027-28. The final services & structures shall be provided by Licensee as per approval of Licensor.

5.3. No Breach

5.3.1. The Licensee shall not be considered to be in breach of its obligations relating to the Project site nor shall it incur or suffer any liability if and to the extent performance of any such obligations is solely affected by or on account of any of the following:

- Force Majeure Events, subject to provisions of clause 10 of this Agreement; and
- The Licensor Event of Default.

5.3.2. In the event of delay due to circumstances set forth in sub-clause 5.3.1 above, the Licensee shall be relieved of its obligations to the extent of such delay and, upon written request, be granted an extension of time equal to the period of delay, as certified by the Steering Committee/Licensor, for fulfilling its obligations relating to the Project Facilities.

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6. Representations and Warranties

6.1. Representations and Warranties of Parties

6.1.1 Each Party represents and warrants to the other Party that:

a) it is duly organized, validly existing and in good standing under the laws of India;

b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby,

c) it has taken all necessary actions, corporate or otherwise, under Applicable Laws and constitutional documents, to authorise the execution, delivery and performance of this Agreement;

d) it has financial standing and capacity to undertake the Project;

e) this Agreement constitutes the legal, valid and binding obligation fully enforceable against it in accordance with the terms hereof;

f) it is subject to civil and commercial law with respect to this Agreement and it hereby expressly and irrevocably waives any sovereign immunity in any jurisdiction in respect thereof;

g) it shall have an obligation to disclose to the other Party as and when any of its representations and warranties ceases to be true and valid;

h) in the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same However, such notification shall not be deemed to discharge the notifying Party from its respective obligation, until expressly waived in writing, by the non-notifying Party.

6.2. Additional Representations & Warranties of the Licensor

6.2.1. The Licensor further represents and warrants to the Licensee that:

a) the Licensee shall have complete, lawful and uninterrupted possession of the Project site by way of License and in accordance with this Agreement;

b) there are no suits or other legal proceedings pending or threatened against, in respect of the Project site;

c) there is no claim, demand or any other proceeding pending before any Competent Authority in respect of the Licensor's title to and ownership and possession of the Project site.

6.3. Additional Representations and Warranties of the Licensee

6.3.1. The Licensee further represents and warrants to the Licensor that:

a) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of or constitute a default under any of the terms of the Licensee's memorandum of association/trust deed or any Applicable Laws or any covenant, agreement understanding, decree or order to which it is party or by which it or any of its properties or assets is bound or affected;

b) there are no actions, suits, proceedings or investigations pending or, in the Licensee's knowledge, threatened against it at law or in equity before any court or

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any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or constitute a default of the Licensee under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;

c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Competent Authority which may result in any Material Adverse Effect or impairment of the Licensee's ability to perform its obligations under this Agreement;

d) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

e) no representation or warranty by the Licensee contained herein or in any other document furnished by it to the Licensor or to any Competent Authority in relation to Applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

f) the Licensee was and is duly organised and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has consented to accept the terms and conditions set forth in this Agreement;

provided that whenever any pending or potential matter including the matters listed under sub-clauses 6.3.1 (b), (c), (d) and (e) comes to the knowledge of the Licensor, during the License Period, the outcome of which may result in the breach of or constitute a default of the Licensee under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Licensee's ability to perform its obligations and duties under this Agreement, the Licensee shall immediately intimate the same to the Licensor;

g) all rights, entitlement and interests of the Licensee in and to the Project site shall pass to and vest in the Licensor or its nominated agency on the Transfer Date, free and clear of all liens, claims, and Encumbrances without any further act or deed on the part of the Licensee or the Licensor and that none of Project Assets, including materials, supplies or equipment, shall be acquired by the Licensee subject to any agreement under which a security interest or other lien or Encumbrance is retained by any Person save and except as expressly provided in this Agreement.

h) as of date, there is no applicable bankruptcy, insolvency, re-organization, moratorium or similar laws affecting creditors' rights generally;

i) the Licensee hereby accepts the risk of inadequacy, mistake or error in or arising out of, in connection with or in relation to the matters set out in the preceding paragraphs of sub-clause 6.3 and hereby confirms that the Licensor or its agencies, advisors and consultants shall not be liable to the Licensee or any Person claiming through or under it in any manner whatsoever for the same;

j) the Licensee has the financial standing and resources necessary for undertaking and implementing the Project in accordance with this Agreement;

k) all information provided by the Licensee in response to the RFP or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;

l) in the event Licensee is a partnership firm, each partner of the Licensee (who is a

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natural person) (i) has the capacity to contract under Indian laws; (ii) fully understands his obligations under this Agreement to which he is a party and (iii) is not prevented by any agreement, arrangement, contract, understanding, court order or applicable law, which in any way directly or indirectly restricts or prohibits him from fully performing any of his obligations hereunder in accordance with the terms and conditions of this Agreement;

m) it has the requisite skills, experience, expertise and capacity to perform the Scope of Services in the foregoing manner and to satisfy and fulfill all of its obligations and responsibilities under this Agreement.

n) it has after a complete and careful examination made an independent evaluation of the Project, the legal framework and technical and financial aspects of the Project, the Specifications and Standards, the Project Site and the suitability of its conditions and location for development and operations of the Project, the availability of goods, materials and things for development and operations of the Project, all information and documents provided by the Licensor, its consultants or any Competent Authority, the market and demand conditions, information relating to customers and the cost, risk, consequences and liabilities involved in implementing the Project, and has determined to the Licensee's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder;

o) it accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub-clause 6.3.1 (n) above and hereby confirms that the Licensor, any Competent Authority and their consultants/advisors shall not be liable for the same in any manner whatsoever to the Licensee or Persons claiming through or under the Licensee;

p) it is solely responsible for the verification of any design, data, documents or information provided by the Licensor to the Licensee, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk;

q) it shall be solely responsible for the contents, adequacy and correctness of the design and drawing, data and detailed engineering prepared or procured by the Licensee for implementing the Project.

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7. Project Monitoring

7.1. Steering Committee

7.1.1. The Licensor may constitute a Steering Committee, prior to Scheduled Commercial Operations Date, to monitor the development and operations of the Project and quality checks of the materials as per the provisions of the License Agreement during the License Period. The Steering Committee shall comprise of following members:

- Vice Chairperson-VDA
- Town Planner-VDA
- In-charge Engineering-VDA
- 2 Nominees of the Licensee: **Members**
- Any other person nominated by the Licensor : **Members**

7.1.2. Project Management Plans and weekly project reporting on the status of the project should be submitted to the Licensor. Checklists and RAC plans prepared by the Licensee should be timely submitted and approved by the Licensor.

7.2. Inspections during License Period

7.2.1. Licensee shall institute, implement, and follow a quality assurance system during the License Period. Third Party verification for the services of the Licensee may be done by the Licensor periodically. The quality assurance system shall involve maintenance of appropriate records, documents and data related to the Project, The Licensor shall have the right to inspect, periodically or at random, such records, documents and data etc. and to take measurements, as applicable. The Licensee agrees to offer full co-operation at the time of such checks and inspections by Licensor and assist any independent agency or expert retained by the Licensor to carry out such checks. Such inspections shall be held in the presence of the Licensor or its nominee, who shall verify the result thereof.

7.2.2. If, as a result of such inspections, the Licensor or its nominee decides that any equipment or other assets is defective or otherwise not in compliance with the Specifications and Standards and Good Industry Practices, the Licensor may notify the Licensee, with reasons, for correction of such defects within a stipulated time as mentioned in the Agreement.

7.2.3. The Licensee shall during the License Period repair/rectify the defects notified by Licensor within the stipulated time, if any, at its cost. In the event that the Licensee fails to repair or rectify such defects within a period of 30 (thirty) days (or such other longer period as may be specified by the Licensor in the notice), from the date of notice issued by the Licensor in this behalf, the Licensee shall become liable for payment of an amount equivalent to 1% (one percent) of Annual license fee as per price bid per day, subject to a maximum of 10% (ten percent) of total annual license fee for 5 years (license period) and shall be recovered by appropriation from Performance Security to the Authority for delay. The Licensor may also in its sole discretion remedy / rectify such defects on its own or through a Third Party.

7.2.4. Any such inspections by the Licensor or any Competent Authority shall not relieve or absolve the Licensee of its obligations and liabilities hereunder in any manner whatsoever.

7.2.5. Notwithstanding any provisions of this Agreement and without prejudice to any of the other rights vested under the provisions hereof, the Licensor/ Steering Committee/ nominee

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of the Licensor shall during the License Period at all reasonable times have access to the Project site to inspect and examine the equipment and other assets, service delivery, documents, reports, data, books, information, in order to determine compliance thereof with the provisions of this Agreement, including the Specifications and Standards and the Licensee shall provide the necessary cooperation and assistance to them in this behalf.

7.2.6 The Licensee shall carry out periodic, routine, and preventive maintenance to prevent breakdowns of machinery, equipment and apparatus and undertake or arrange the periodic servicing and repair thereof and the replacement of spares and parts in a timely manner. The Licensee shall ensure continuous workflow and the breakdown or unavailability of machinery, equipment or materials shall not constitute a valid reason for any delay.

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8. Information and Reporting Requirement

8.1. Project Information

8.1.1. The Licensee shall maintain separate books of accounts for the Project in the form and manner as prescribed by Competent Authority and submit quarterly progress report.

8.2. Other Information

8.2.1. The Licensee shall provide the following information to the Licensor promptly after becoming aware of it:

a) Force Majeure: details of any event of Force Majeure which has occurred, or which is imminent and fortnightly updates with respect to it if it continues or is imminent.

b) Litigation: details of any actual, pending or threatened litigation, arbitration, claim or labour dispute relating to the Project.

c) Legislation: details of contravention of any Applicable Law or regulation or with the terms of any Applicable Permit or any litigation with customers and any fines or penalties that have or may thereby be incurred.

d) all penalties or notices of violation issued by any Competent Authority.

e) any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might affect the granting, renewal or extension of any Applicable Permit.

8.3. Liability for Information

8.3.1. The Licensor shall not be required to verify the information, reports and documents provided by the Licensee and shall be entitled to rely and act on the basis thereof. The Licensee shall be liable for and shall defend, indemnify, continue to indemnify and hold harmless the Licensor and Persons claiming through or under it from any liability, settlement and judgment, cost, expense, including reasonable attorney fees, arising out of or in connection with (i) the Licensee's failure to provide information and/or (ii) the provision of information by the Licensee that has misrepresentations, is incomplete, false or incorrect.

8.3.2. The submission by the Licensee to inspection and monitoring by the Experts and the Licensor or the compliance with periodic reporting requirements during the License Period under this Agreement shall not relieve or absolve the Licensee of its obligations and liabilities hereunder in any manner whatsoever

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9. License Fee

9.1. Payment of License Fee

9.1.1. The License Fee shall be payable as follows:

a) Subject to terms of this Agreement, the Licensee shall pay to the Licensor Annual License Fee as quoted in price bid and accepted by the Licensor. The licensee will pay quarterly license fees (1/4th of annual license fees) per quarter in the form of a demand draft drawn in favour of Licensor issued by a Bank payable at Varanasi.

b) The Annual license Fee shall be increased by 5% (five percent) every Accounting Year, on the last paid quarterly license fee, excluding applicable GST. All applicable taxes shall be paid by the licensee in addition to the quarterly license fee.

c) The quarterly license fees shall be paid 30 days in advance of commencement of respective quarter of agreement. Extension of timeline may be granted for first quarter of agreement period at sole discretion of licensor. However, no more than 2 extensions shall be granted in any case. For any kind of extension/ delay in payment of license fees, the Licensee shall be charged 12% interest per annum on due license fees.

d) The License Fee for the first Accounting Year shall be paid by the Licensee in advance within 15 (fifteen) days of issuance of the LoA.

e) The quarterly license fees shall be paid for all months of the license period. The months of non – operation shall not be exempted from calculation of quarterly license fees and their payment by the Licensee. The payment cycle for quarterly license fees will be October to September of the year.

f) Without prejudice to its rights at Law and herein, the Licensor may recover the unpaid amounts of the license Fee, if any, by retaining and appropriating equivalent amounts from the Performance Security, whereupon the Licensee shall be required to replenish, to its full value, the Performance Security in case of partial forfeiture or furnish a fresh Performance Security in case of complete forfeiture, as the case may be, in accordance with provisions hereof.

9.2. Responsibility of Payment of Taxes

9.2.1. The Parties hereby agree and confirm that payment to be made to the Licensor by the Licensee in terms hereof, if any, shall be exclusive of all taxes, levies etc., provided that all applicable taxes (GST, etc) shall be paid by the licensee over and above the license fees. The Parties further agree that the applicable Taxes including services tax shall be paid by Licensee to Licensor/Competent Authority along with the payment.

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10. Force Majeure

10.1. Force Majeure

10.1.1 A Force Majeure Event means any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or consequence(s) thereof which affect or prevent the Party (Licensor or Licensee) claiming force majeure (**"Affected Party"**) from performing its obligations, in whole or in part, under this Agreement and which event or circumstances (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by exercise of reasonable efforts, skill and care or due diligence, and (iii) has Material Adverse Effect on the Project.

10.2. Force Majeure Events

10.2.1. Force Majeure Events shall mean:

a) acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the development and operations of the Project;

b) meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at high speeds;

c) fire or explosion, chemical or radioactive contamination or ionizing radiation caused by reasons not attributable to the Licensee or its Licensee or its employees or its agents;

d) state-wide strikes, lock-outs or other industrial action in so far as they have a Material Adverse Effect on the development and operations of the Project;

e) act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;

f) political bandhs, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion and disturbances by local bodies or people at or around the Project site that have a Material Adverse Effect on the development and operations of the Project; and

g) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Licensee in any proceedings (which are non-collusive and duly prosecuted by the Licensee) for reasons other than failure of the Licensee or of any Person claiming through or under it to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Licensor; or

h) expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Licensee relating thereto; provided the same has not resulted from an act or default of the Licensee or any Person claiming through or under it;

i) any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Applicable Permits required by the Licensee to perform

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their respective obligations hereunder; provided that such delay, modification, denial, refusal or revocation did not result from the Licensee's (i) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (ii) breach or failure in complying with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits , any judgment or order or directive of any Competent Authority or of any contract to which the Licensee, as the case may be, is bound.

10.3. Notice of Force Majeure Event

10.3.1 The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("the Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.

10.3.2. The Notice shall inter-alia include full particulars of:

a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;

b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;

c) The measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage;

d) Any other relevant information.

10.3.3. So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly) written reports containing the information called for by sub-clause 10.3.2 of this Agreement and such other information as the other Party may reasonably request.

10.4. Period of Force Majeure

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the earlier of:

a) expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with sub-clause 10.5 of this Agreement; or

b) termination of this Agreement pursuant to sub-clause 10.10 hereof..

10.5. Performance Excused

10.5.1. The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of such obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Notwithstanding any provision of this clause 10 of this Agreement, a Force Majeure Event shall not absolve the Licensee from any obligation to make payment in respect of its obligations under this Agreement in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure Event.

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10.6. Resumption of Performance

10.6.1. During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

10.7. Costs, Revised Timetable

10.7.1. Extension of Time

To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure Event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time periods a result of Force Majeure.

10.8. Consultation and Duty to Mitigate

10.8.1. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure Event. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reasons of impossibility of performance or any other circumstance whatsoever beyond its control.

10.9. Liability for other losses, damages etc.

10.9.1. Save and except as expressly provided in this clause 10, neither Party hereto shall be liable in any manner whatsoever to other Party in respect of any loss, damage, cost, expense, claims, demand. and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this clause 10 of this Agreement.

10.10. Termination Due to Force Majeure Event

10.10.1. If the Force Majeure continues for a period of or is in the reasonable judgement of the Parties is likely to continue beyond 180 (one hundred and eighty) days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 180 (one hundred and eighty) days, be entitled to terminate the Agreement in which event, the provisions of clause 12 shall, to the extent expressly made applicable, apply.

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11. Events of Default

Event of Default means the Licensee Event of Default or the Licensor Event of Default and/or both as the context may admit or require.

11.1. Licensor Events of Default

11.1.1 The following event, to the extent not caused by a default of the Licensee or Force Majeure, shall be considered for the purposes of this Agreement as event of default of the Licensor (**"the Licensor Event of Default"**) which, if not cured within the Cure Period, shall provide the Licensee with the right to terminate this Agreement in accordance with clause 12 hereof:

a) any defect in the Licensor's title (ownership) and possession of the Project Sites/Facilities which has a Material Adverse Effect on the development and operations of the Project;

b) any representation made or warranties given by the Licensor under this Agreement, is found to be false or misleading and which has Material Adverse Effect;

c) the Licensor commits Material Breach of its obligations towards the Licensee as set out in this Agreement.

11.2. Licensee Events of Default

11.2.1 Each of the following events or circumstances, to the extent not caused by a default of the Licensor or Force Majeure, shall be considered for the purposes of this Agreement as Events of Default of the Licensee (**"Licensee Event of Default"**) which, if not cured within the Cure Period, if any, shall provide the Licensor, with the right to terminate this Agreement in accordance with clause 12 hereof

a) 'Material Breach' by the Licensee of its obligation under the Agreement;

b) such events as have been specified as Licensee Events of Default under the provisions of this Agreement;

c) a breach of any express representation or warranty by the Licensee which has a Material Adverse Effect;

d) failure of the Licensee to achieve Commercial Operations in accordance with sub-clause 5.2.39 unless such failure is solely due to a Force Majeure Event or for reasons attributable to Licensor;

e) Abandonment of operation of the tent city at project site, without prior consent/approval of Licensor, provided that the Licensee shall be deemed not to have Abandoned operations if such Abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is subsisting;

f) a failure by the Licensee or its employees to deliver scope of work in accordance with the terms and conditions of this Agreement;

g) a breach of the provisions of sub-clause 6.3 of this Agreement;

h) the Licensee creates any Encumbrances, charges or lien in favour of any Person save and except as otherwise expressly permitted under this Agreement;

i) the transfer pursuant to law of either (i) the rights and/or obligations of the

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Licensee under License Agreement or (ii) all or material parts of the assets or undertaking of the Licensee except where such transfer in the reasonable opinion of the Licensor does not affect the ability of the Licensee to perform, and the Licensee continuous to have financial and technical capability to perform the material obligations under this Agreement;

j) the Licensee files for bankruptcy or insolvency, becomes subject to an involuntary bankruptcy or insolvency or similar proceeding, has a receiving order issued against it, makes a general assignment of all or substantially all of its assets for the benefit of its creditors, is unable, or admits in writing its inability, to pay its debts as they mature, or a resolution is passed or order is made for its winding up, or takes or suffers any other action for its liquidation or dissolution and a liquidator, receiver, or other Person is appointed over a substantial part of its undertaking or assets, or if the Licensee takes or suffers any other analogous action in consequence of debt;

k) the Licensee assigns this Agreement without the prior written consent of the Licensor save and except as otherwise expressly permitted under this Agreement;

l) the Licensee repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

m) the Licensee's failure to make any payment to the Licensor that has fallen due under this Agreement within the time period set out herein for such payment;

n) where there has been an audit findings with regard to severe deviations from the agreed terms mentioned in this License Agreement;

o) the Performance Security has been invoked, in part or entirely, and the amount appropriated in accordance with terms of the Agreement and the Licensee fails to replenish or provide fresh Performance Security as per the provisions of clause 4 of this Agreement;

p) liquidated damages as specified in sub-clause 5.2.39 reaches it maximum limit set out thereunder.

11.3. Consultation Notice

11.3.1. In the event of occurrence of Licensee's Event of Default, the licensor shall issue to the licensee a notice in writing specifying in reasonable detail the underlying Event of Default/s and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default/s (the "**Consultation Notice**"). Within 30 (thirty) days from the issue of Consultation Notice (the "**Cure Period**"), if the licensee fails to cure the Event of Default, the licensor shall have the termination rights as mentioned under Clause 11.4 below.

11.3.2. During the Cure Period, the licnesee shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

11.4. Rights of Parties

11.4.1. Upon the occurrence of the Licensee Event of Default, which has not been cured within the Cure Period, the Licensor may, without prejudice to any other rights and remedies

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available to it under this Agreement or Applicable Law, be entitled to terminate this Agreement.

11.4.2. Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

11.5. Termination Due to Events of Default

11.5.1. If before the expiry of the Cure Period, the underlying Event of Default is neither cured nor waived, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of clause 12 of this Agreement shall, to the extent expressly made applicable, apply.

11.6. Termination for Convenience

11.6.1. The Licensor may at any time during the License Period, terminate this Agreement without cause.

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12. Termination & Expiry

12.1. Termination Procedure

12.1.1. The Party entitled to terminate this Agreement (the Licensee or the Licensor, as the case may be) as per the terms of this Agreement, shall do so by issue of a notice in writing ("**Termination Notice**") to the other Party. The Termination Notice shall be 30 (thirty) days, ("**Termination Period**") and 60 days in case of the following mentioned events the agreement shall stand terminated:

1. If the Party does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
2. If the Party becomes insolvent or bankrupt
3. If the party has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract
4. If, as the result of Force Majeure, the Licensee is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
5. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
6. If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings.

12.2. Obligations During Termination Period

12.2.1. During Termination Period, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed.

12.3. Requisition

12.3.1. Upon issue or receipt, as the case may be, of the Termination Notice, either as a consequence of a Force Majeure Event, Event of Default or for convenience under the provisions of **Section 11**, the Licensor shall by a notice in writing ("**Requisition**") call upon the Licensee to furnish the following information to enable the Licensor to estimate the outstanding liabilities/assets of the Licensee and/or to finalise the assets to be handed over to/taken over by the Licensor:

a) the progress, stage and manner of O&M of the Project Facilities and Project Assets and the details of the assets and liabilities of the Licensee including outstanding payments for electricity / water / cooking gas and other utilities used by the Licensee;

b) data or records regarding the operation and management of the Project Facilities;

c) any other information or records regarding Licensee and the Persons claiming through or under the Licensee, its/their business, assets and liabilities;

d) the Licensee shall within a period of 15 (fifteen) days of receipt of Requisition furnish the particulars called for by the Licensor;

e) details of agreements entered into by the Licensee with Third Parties for performance of its obligations under this Agreement.

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12.4. Condition Survey

12.4.1. The Licensee agrees that on the service of a Termination Notice or 90 (ninety) days prior to the expiry of the License Period by efflux of time, it shall facilitate Licensor conducting a condition survey of the Project Facilities and the Project Assets to ascertain the condition thereof, verifying compliance with the Licensee's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project.

12.4.2. If, as a result of the condition survey, the Licensor observes that the Project Facilities or the Project Assets or any part thereof has/have not been operated, maintained and managed in accordance with the requirements thereof under this Agreement (normal wear and tear excepted) the Licensee shall, at its cost and expenses, take all necessary steps to put the same in good working conditions acceptable to the Licensor well before the Transfer Date. In the event of Licensee's failure to do so, the Licensor shall be entitled to recover the proportionate amount out of the Performance Security.

12.5. Consequences of Termination

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the License Period by efflux of time or prior termination of the Agreement due to an Event of Default, Force Majeure Event or for Licensor's convenience under Clause 11.9.

12.5.1. Handover and dismantling of site

a) transfer all its rights, titles and interest in or over the tangible assets and intangible assets comprised in the Project to Licensor and execute such deeds and documents as may be necessary for the said purpose and complete all legal or other formalities required in this regard at its cost;

b) the Licensee may be permitted to take away, at its own cost, those equipment and other movable assets which belong to and were brought/installed by the Licensee during the License Period within 10 (ten) days after the Transfer Date, to the extent it does not adversely affect the functioning of Services at Project Site.

c) in the event the Licensee fails to take away such objects within the stipulated time as mentioned in the Agreement, the Licensor or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Licensee notice of its intention to do so to a suitable location for safe storage. The Licensee shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage;

d) the Licensee shall handover to the Licensor or its nominated agency all documents including drawings, manuals, designs, documents, information and records relating to the Project Facilities and the Project Assets. The Licensee shall also assign / transfer without any cost all the intellectual property forming part of such drawings, manuals, designs, documents, information and relation in relation to the Project Facilities.

e) to the extent possible assign to the Licensor or its nominated agency at the time of transfer all unexpired guarantees, warranties, insurance policies and other assets belonging to the Licensor;

f) all proceeds of insurance claims with regard to Project Facilities shall be handed over to the Licensor or its nominated agency and the Licensee or Persons claiming

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through or under it shall have no claim thereon or rights thereto;

g) the Licensor taking possession of the Project Facilities shall be deemed to be a termination of all licenses in relation to the Project Facilities;

h) the Licensor and the Licensee shall at least 90 (ninety) days prior to the expiry of the License Period or upon commencement of Termination Period, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of handover of site on the Transfer Date. During this period, the designated key personnel of the Licensor shall be associated with the operations of the Project Facilities in order to facilitate smooth takeover of the same by the Licensor on the Transfer Date;

i) it is clarified that no liabilities of Licensee shall be taken over by the Licensor including but not limited to liabilities relating to labour and personnel related obligations of the Licensee and the Persons claiming through or under the Licensee or liabilities related to the commercial area/premises. All such labour and employees shall be the responsibility of the Licensee/such Persons even after the expiry of the License Period / prior termination of this Agreement and they shall have no claim of any type of employment or compensation from the Licensor or its nominated agency. Licensee shall indemnify the Licensor of any liabilities that may arise in this regard;

j) on the Transfer Date the project site shall be in fair condition

k) if on the Transfer Date, any Person is found to be occupying the Project Facilities or any part thereof, it shall be lawful for the Licensor to secure summary eviction of such Person in accordance with the provisions of Gujarat Public Premises (Eviction of Unauthorised Occupants) Act, 1972 and other applicable laws.

12.5.2. Project Agreements

The Licensee shall at the cost of the Licensor or its nominated agency transfer/assign such of the agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) the Licensor or its nominated agency has chosen to take over in its favour. The Licensee shall entirely at its cost, terminate all such project agreements which are not transferred/assigned to the Licensor or its nominated agency without any recourse to the Licensor. In the event of termination of such project agreements on account of Termination due to Licensee's Event of Default, the Licensee shall defend, indemnify and hold harmless the Licensor, its employees and agents against any Third Party claims arising out of termination of agreements by the Licensee. The provisions of this sub-clause shall survive the termination of this Agreement.

12.5.3. Applicable Permits

The Licensee shall, at its cost, transfer to the Licensor or its nominated agency all such Applicable Permits relating to the Project Facilities, which the Licensor may require and which can be legally transferred.

12.5.4. Guarantees

a) The Licensor shall be entitled to call in, forfeit, encash and appropriate any subsisting Performance Security provided by the Licensee, if the termination is on account of a Licensee Event of Default.

b) Upon expiry of the License Period by efflux of time or termination due to Licensor's Event of Default, the Licensor shall return the Performance Security to the Licensee 90 (ninety) days after such expiry; provided there are no outstanding claims of the

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Licensor on the Licensee.

12.5.5 Transfer of Risk

Until the Transfer Date, all risks shall lie with the Licensee for loss of or damage to the whole or any part of the Project Facilities and / or Project Assets unless the loss or damage is due to Force Majeure. On and from the Transfer Date all risks in relation to the Project Facilities shall be deemed to have been transferred to and lie with the Licensor or its nominated agency.

12.5.6 Training by Licensee

On the service of a Termination Notice or 90 (ninety) days prior to the expiry of the License Period by efflux of time, the Licensee shall provide free of cost adequate training to the Staff and personnel of the Licensor or its nominated agency, if so desired by the Licensor, in manning, operating and handling the systems, works, equipment, machinery, technology etc. comprised in or relating to the Project Facilities and / or Project Assets.

12.6. Termination Payments

12.6.1 In the event of Termination of the License Agreement caused due to Force Majeure Event or due to termination by convenience by the Licensor in accordance with the provisions of **Section 11**, the Termination Payment shall be as follows.

(i) Licensee shall within 15 (fifteen) days of Termination of this Agreement pay to the Licensor the amounts due and payable as on the date of Termination of this Agreement. If the Licensee fails to make payment within the aforesaid period, the Licensor shall invoke the Performance Security to recover such amounts; and

(ii) Licensor shall return to Licensee the corresponding fraction of the License Fee after making deduction on pro-rata basis, for the period for which the Project was not operational in that particular year as per provisions of the Agreement.

12.6.2 In the event of Termination of the License Agreement caused due to Licensor's Event of Default, the Termination Payment shall be as follows:

(i) Licensor shall return Performance Security after adjustment of amount payable to Licensor, if any, as on the date of Termination.

12.6.3 In the event of Termination of the License Agreement caused due to Licensee's Event of Default, the Termination Payment shall be as follows.

(i) Licensor shall forfeit the Performance Security furnished by the Licensee.

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

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13. Liability and Indemnification

13.1. Indemnification

13.1.1. In addition to any rights as set forth elsewhere in this Agreement, the Licensee shall indemnify, defend, hold and continue to hold harmless the Licensor, its employees, agents and representatives, during and after the License Period from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, deficiencies in services and claims of any nature whatsoever, including without limitation legal fees and expenses, suffered by the Licensor as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Agreement and failure to perform obligations hereunder of or by the Licensee and its employees, agents, representatives and contractors, including without limitation:

a) the use or violation of any copyright work or literary property or patented invention, article or appliance or intellectual property right;

b) in respect of the sickness, injury or death of any Person employed directly or indirectly by the Licensee and their respective employees and damage to or destruction of any property or equipment of the Licensee and their respective employees arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever;

c) failure of the Licensee to comply with Applicable Laws and terms of Applicable Permits or failure in payment of taxes relating to the Licensee, their respective employees, suppliers and representatives, or non-payment of amounts due and payable by the Licensee as a result of materials or services furnished by a Third Party to the Licensee;

d) any breach, negligence, default, omission, violation, infringement etc., as the case may be, by the Licensee or Persons claiming through or under it of the Licensee's representations and warranties herein; the Licensee's agreements, duties or obligations contained herein or the terms and conditions hereof;

e) disputes with Licensee or Third Parties;

f) any civil or criminal liability arising out of a charge/accusation of negligence in relation to the services provided by Licensee at the Project Facilities or disputes with customers and/or any other Person;

g) handling, storing or disposing dangerous, hazardous or toxic materials at the Project Facilities.

13.2. Risk and Liability

13.2.1. Except as expressly provided in this Agreement, the Licensee shall carry out and perform its rights and obligations under this Agreement and at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to this Agreement.

13.2.2. The Licensor shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Licensee during the License Period. The Licensee shall be solely liable for any civil or criminal liability arising out of a charge/accusation of negligence in relation to the services provided by Licensee at the Project Facilities or disputes with customers and/or any other Person.

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13.3. Indirect or Consequential Losses

13.3.1 Subject to the provisions of this Agreement, neither Party under this Agreement shall be responsible/liable to the other party in tort, warranty, strict liability or any other legal theory for indirect, incidental, punitive, or consequential loss or damage or loss of profit resulting from the performance of obligations or the exercise of rights under or pursuant to the Agreement.

13.4. Business Risk

13.4.1 Except as expressly provided in this Agreement, the Licensee shall carry out and perform its rights and obligations under this Agreement and the other transaction documents at its own cost and risk. The Licensee shall be fully responsible for and shall bear the financial, commercial and business risks in relation to the Project and all its rights and obligations under or pursuant to this Agreement and the other Transaction Documents.

13.5. Survival

13.5.1 "The provisions of clause" 13 of this Agreement shall survive the expiry or prior termination of this Agreement/the License.

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14. Insurance

14.1. Insurance Coverage of Assets

14.1.1. The Licensee shall during the License Period purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project site and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project (the "Insurance Cover").

14.1.2. The Insurance Cover shall be made assignable to the Licensor and the respective insurance policies shall contain a specific stipulation to that effect. Upon the occurrence of a Licensee Event of Default, subject to the provisions herein, any and all such insurance policies and benefits thereunder shall forthwith stand transferred and assigned to the Licensor and the Licensor alone shall be entitled to receipt of any and all amounts receivable under such policies. The Licensee undertakes and covenants that it shall neither have nor claim to have any rights, title or interest to such sums.

14.1.3. Without limiting the generality of the foregoing, the Licensee shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the License Period, and in case of sub-clause (a) and (b) below during the License Period, such insurances as are necessary, including but not limited to the following:

a) comprehensive insurance for the Project Assets for their full market value or replacement cost (including fire, burglary, earthquake, riots, flood, other such calamities, standard and specific peril);

b) comprehensive third party liability insurance, including injury or death of Persons who may enter the Project Sites including its employees, technicians, support Staff, customers, visitors, labour etc. as may be applicable;

c) any other insurance that may be necessary to protect the Licensee, the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) and (b);

14.2. Evidence of Insurance

14.2.1. The Licensee shall, from time to time, furnish to the Licensor copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical after they are received by the Licensee and furnish evidence to the Licensor that all premiums have been paid and that the relevant policies remain in existence.

14.2.2. In the event the Licensee does not maintain any Insurance Cover pursuant hereto, the Licensor may, at its option, effect such insurance and the Licensee shall reimburse all the costs and expenses incurred in this behalf by the Licensor within 15 (fifteen) days of receipt of the Licensor's claim in respect thereof, failing which the same shall be recovered by the Licensor by exercising right of set off or from the Performance Security or otherwise. In case of such failure on the part of the Licensee, the Licensor shall not be liable for damages or claims and the Licensee shall indemnify the Licensor for and against all liabilities, costs and expenses arising out of or as a consequence of such failure.

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14.3. Application of Insurance Proceeds

14.3.1. Unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall be promptly applied by the Licensee for the repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof, which may have been damaged or destroyed.

14.4. Insurance Companies and Waiver of Subrogation

14.4.1 The Licensee shall insure all insurable assets composed in the Project Assets and/or the Project Facilities.

14.4.2 The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Licensee.

14.4.3 All insurance policies supplied by the Licensee shall include a waiver of any right of subrogation of the insurers there under against, inter alia, the Licensor and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

14.4.4 The Licensee hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the Licensor and its affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Licensee may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Licensee pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

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15. Dispute Resolution

15.1. Dispute Resolution Mechanism

15.1.1. Any dispute, difference, controversy or claim of whatever nature regarding the validity, interpretation, development and operations or the rights and obligations arising out of, or in relation to, or pursuant to, or howsoever arising under or in connection with this License between the Parties during operation of the Agreement or after the termination thereof (the "**Dispute**"), and so notified by either Party to the other Party (the "**Notice of Dispute**") shall be subject to the dispute resolution procedure set out hereinafter:

15.2. Direct Discussion between Parties

15.2.1. The Parties agree that any Dispute that may arise between them the parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with the contract or its interpretation.

15.2.2. In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing

15.2.3. In the direct discussion proceedings, each Party shall be represented by officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order for the discussion to be meaningful. The discussions shall be held in Varanasi or such other place as may be agreed between the Parties. The Parties shall hold the direct discussions in good faith and with a view to arriving at a mutually agreed settlement and bear their respective expenses in this behalf.

15.3. Arbitration

15.3.1. In the event the Parties are unable to amicably resolve the Dispute through direct discussion under sub-clause 15.2 hereof within 30 (thirty) days of the receipt of the Notice of Dispute by the Party to which it is addressed, the Party which initiates the matter for direct discussion shall submit the Dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996.

15.3.2. Any Dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

15.3.3. Each Party shall appoint an arbitrator, and these two arbitrators shall jointly appoint a third arbitrator.

15.3.4. The Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

15.3.5. Any award made pursuant to this sub-clause 15.3 hereof shall be final and binding on the Parties as from the date on which it is made. The Parties agree to implement such award without delay.

15.3.6. The arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Varanasi or such other place as may be agreed between the Parties.

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15.3.7 The fees and expenses of the arbitrator/s and all other expenses of the arbitration shall be initially shared and paid by the Parties in equal proportions. The arbitrator/s may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

15.3.8 The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding in accordance with the Arbitration and Conciliation Act, 1996.

15.4. Performance during Dispute

15.4.1 Pending the submission of the Dispute to resolution under the Dispute Resolution Procedure herein, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with a decision pursuant to the Dispute Resolution Procedure. Further, this Agreement shall remain in subsistence and operation during the pendency of the Dispute and no payment due and payable to either Party shall be withheld.

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16. Miscellaneous

16.1. Governing Law and Jurisdiction

16.1.1. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts at Varanasi shall have jurisdiction over all matters arising out of or relating to this Agreement.

16.2. Waiver & Remedies

16.2.1. The waiver by either Party, including conditional or partial waiver, of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:

a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

b) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party;

c) shall not affect the validity or enforceability of this Agreement in any manner.

16.2.2. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a Party to the other Party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.

16.2.3. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

16.3. Confidentiality

16.3.1. Each of the Parties, their employees, agents and representatives hereto agrees that it shall treat the existence of, and the terms and conditions of, this Agreement as confidential and will not without the prior written consent of the other Party disclose such information to any person or entity except that each Party may disclose such information to its legal and other professional advisers, to its auditors, to the lenders to the extent necessary, to any party entitled pursuant to an order or relevant request of any governmental entity having jurisdiction, or otherwise in accordance with any obligation to disclose imposed by any applicable law or regulation or in connection with any proceedings to enforce the terms and conditions hereof. This confidentiality obligation shall not apply to such information which is (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or(e) must be disclosed under Applicable Law.

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legal process or professional regulations.

16.3.2. All information and other material supplied to or received by a Party (Recipient") from or on behalf of the other Party ("Disclosing Party") pursuant to this Agreement, which by its nature is intended to be exclusively for the knowledge of the Recipient or is marked "confidential" and any information concerning the business transactions or financial arrangements of the Disclosing Party shall be kept confidential by the Recipient of such confidential information except where it is required to be disclosed to the employees of the Recipient on a need to know basis for discharge of their functions.

16.3.3 The confidentiality obligations shall be valid for a period of 3 years from the date of termination of the Contract.Survival

16.3.4 The termination /expiry of this Agreement

a) shall not relieve either Party of any obligations hereunder, which expressly or by implication, survive the expiry or prior termination of this Agreement/the License, and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination/expiry or arising out of such termination/expiry.

16.4. Entire Agreements and Amendments

16.4.1 This Agreement along with schedules and RFP Document constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof.

16.4.2 No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties therefrom, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

16.5. Notices

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

If to the Licensor: Chairperson, Varanasi Development Authority (VDA), Raja Uday Pratap Marg, Panna Lal Park, Varanasi – 221102, Uttar Pradesh.

If to the Licensee: Name: **Himanshu Agarwal**, Partner, Lallooji and Sons, Address: A-2 Shivalik Business Center, SG. Highway, Rajpath Club, Ahmedabad, Gujarat 382

or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

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(i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

16.5.2 In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

16.6. Severability

16.6.1 If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

16.6.2 The Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure under this Agreement.

16.7. No Partnership

16.7.1. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement. Neither Party shall have any authority to bind the other in any manner whatsoever.

16.8. Language

16.8.1. The language of this Agreement is English. All notices, correspondence, documentation, Designs and Drawings, design Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in English/Hindi language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in English/Hindi language.

16.9. Exclusion of Implied Warranties etc.

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

16.10. Counterparts

16.10.1. This Agreement may be executed in two counterparts, each in the like form and both when taken together shall constitute the same document.

16.11. Further Assurances

16.11.1. At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

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16.12. Remedies Cumulative

16.12.1 The exercise of right by either Party to terminate this Agreement as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

16.13. No Liability for Review

16.13.1. Except to the extent expressly provided in this Agreement;

a) no review, comment or approval by the Steering Committee/Licensor /competent authorities/nominees or representatives/consultant/advisor of the Licensor of the Specifications and Standards, the transaction documents or documents submitted by the Licensee or its employees or agents or Persons claiming through or under the Licensee nor any observation or inspection of the development and operations of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Licensee from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits;

b) the Licensor or any Competent Authority or the consultant, advisors, nominees or representatives of the Licensor shall not be liable to the Licensee by reason of any review, comment, approval observation or inspection referred in sub-clause (a) above and the Licensee shall indemnify them and keep them indemnified in this behalf.

16.14. Change in Applicable Law related to Taxes and Duties

16.14.1. In the event of a Change in Law results in a Material Adverse Effect, the Licensor or the Licensee may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such change in law. The Licensee and the Licensor shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure.

16.15. Violation of Terms

16.15.1. The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

16.16. Interest and Right of Set Off

16.16.1. Any sum which is due and payable under any of the provisions of this Agreement by one party to the other shall, if the same is not paid within the time allowed for payment

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thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified then at the SBI Base Rate on the date sum become due plus 5%, from the due date and until the date of payment or otherwise realization thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

16.16.2 Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

16.17. Penalty

16.17.1. In case any work is not found as per the prescribed specification as given or is not carried out in time, if the Licensee fails to provide the work in time the Licensor may impose penalty in addition to the liquidated damages to the applicant.

16.17.2. In case the work provided by the Licensee are found to be unsatisfactory or if any incidence of misbehavior by the staff of the Licensee is reported or service is not provided in time, then the Licensor may impose a penalty upto Rs. 5000/- per such case.

16.17.3. The Licensor shall have discretion to impose penalty if any House Keeping personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a house keeping personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. The Licensor may impose a penalty upto Rs. 5000/- per such case.

16.17.4. The failure to employ adequate number of persons resulting in sub-standard service will be considered as breach of the terms and conditions under the agreement. The Licensor may impose a penalty depending upon the quantum of breach for such cases as per its discretion.

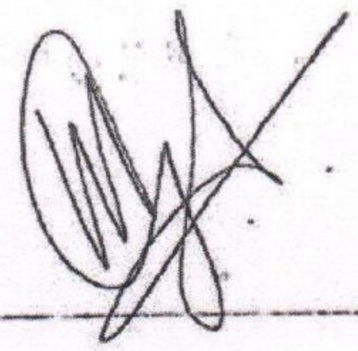
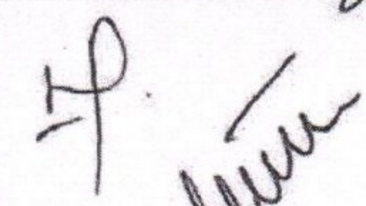
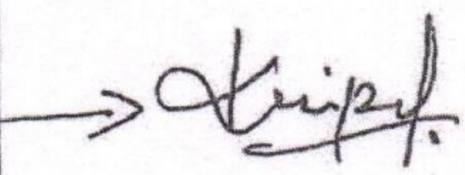
16.17.5. The Licensee must submit weekly workplan. If the Licensor, is not satisfied with the progress and quality of the work by the Licensee under the contract, the Licensor may impose a penalty upto Rs. 5000/- per day per location.

16.17.6. In the event of failure of the Licensee to recoup the quality in the mutually agreed time frame, the Licensor shall be entitled to terminate the contract and forfeit performance security. The Licensor may impose additional penalty depending upon the quantum of breach for such cases.

16.17.7. The Licensor will provide the Licensee free of cost water and electricity for the execution of work; The Licensee should keep the usage of the water and electricity to a reasonable level. If it is found misuse of water and electricity and involves wastage, the Licensor, reserves the right/option to levy penalty on the Licensee up to Rs. 1000/- for each incident.

Part

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For and on behalf of Licensor Mr. Sunil Kumar Verma Secretary Varanasi Development Authority (VDA)	
For and on behalf of Licensee Mr. Himanshu Agarwal Partner M/s Lallooji and Sons	
Witness: 1. MANOJ KUMAR, TP, VDA 2. Niraj Upadhyay, Vadodara Trizone 3. Kripal Singh, LJS	 

Place: Varanasi

Date: ~~14/12~~, 2022





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Schedules to the License Agreement

Schedule- 1:
RFP, Scope of Work, Minimum Development Obligations, and Corrigendum to RFP

A. THE RFP FOR SELECTION OF AGENCY FOR DEVELOPMENT AND OPERATIONS OF TENT CITY ON BANKS OF RIVER GANGES AT VARANASI, UTTAR PRADESH WAS FLOATED ON 21ST JULY, 2022. HAVING AN RFP NO. OF 453/VP/TP/2022-23.

B. SCOPE OF WORK ENLISTED IN SECTION 2.1 OF THE RFP IS AS FOLLOWS:

The bidder shall be responsible for end to end development and operations of tent city on banks of river Ganga (on other side of Assi Ghat in Varanasi, Uttar Pradesh), on license basis. The proposed site details are provided in Annexure II. Operations of the tent city shall include erection, maintenance, sales, marketing and promotion, dismantling and handover of the site at the end of contract duration.

The scope of services to be provided by the Bidder are in general and the list is not exhaustive i.e., does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and the license agreement for the work. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects.

<u>Development of Tent city</u>

a. Develop concept plan, layout plan, working drawings and specifications for the site. The specifications and design of the tent city may require to be modified as per the local needs and as per the direction of Varanasi Development Authority (VDA). The tent city could have multiple recreational activities for tourists staying at tent city. Some indicative list of activities that can be hosted within tent city area as follows –

b. Tented accommodation (for minimum 200 people) with attached bath and toilet facilities

c. Reception/ Foyer Area

d. Food facilities like restaurant, dining area

e. Recreational activities like indoor games, outdoor games, event center, spa, yoga and ayurvedic therapies, library, cultural center, etc.

f. Congregational spaces like Conference Hall

g. Special spaces such as VIP Lounge area,

h. Other adventure and sport activities such as –

- Water Sports – Jet Ski, Banana boat, Parasailing

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- Camel / Horse Riding
- Archery and Rifle Shooting
- Floating platform, etc.

i All kinds of construction must be temporary in nature without any concrete structure. The entire development must be in compliance with minimum development obligations as specified in Annexure III. Bidder shall comply with quality standards and observe environmental codes and safety norms, as applicable.

j Bidder shall execute the event maintaining the locational aesthetics, safety and a consistent theme, under approved terms as specified in this RFP. Concept plan, layout plan, working drawings and specifications for the site must be approved and finalized by VDA with regards to safety and applicable standards and specifications. Fire safety and other safety measures must be followed by bidder as per prescribed rules & regulations.

k. Proper provisions for persons with disability (PwD) and universal accessibility need to be incorporated while implementing the project.

l The Bidder shall execute the civil works including site cleaning, site levelling / grading, development, plumbing and other services. Proper signage for the facilities along with emergency exit plan needs to be displayed at proper locations.

m The Bidder shall provide all infrastructural services like Electricity, Plumbing, Sanitation, Drainage and exterior furnishing of the Tent City. VDA will provide support to the Bidder for getting connection to the source for electricity, water. The Bidder will have to pay the actual bills / charges for usage of the electricity and water to the concerned department / public sector agency as per the rates prevalent during the license period.

n. The bidder shall make necessary arrangement for drinking water water supply line, overhead tank with stand etc & electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc

o. The Bidder shall have to bear all the expenditure regarding getting temporary connection for water supply & electricity, all deposits, usage charges and any other chargeable expenses for above services and any other arrangement. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by bidder.

p. The bidder shall arrange for DG set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc. complete at his cost.

q. The bidder shall have to liaison, arrange for and bear the cost of arranging Fire Fighters, utilities, etc through concern authorities, utility providers, etc.

r The Bidder shall arrange all furniture, electrical fixtures and other fixtures required for operation of the facilities. After completion of the tenure, the Operators shall dismantle and remove all temporary accommodation and other infrastructure from the site at its own cost under intimation to VDA

s. The Bidder should comply and obtain all statutory approvals. Licensed electrical contractor, clearances & License from labour department, Shops & Establishments, Entertainment License, Food & Drugs License, Fire safety License, etc. as required by Law of the state and India.

t. The Bidder shall be liable to abide by the rules, regulations and guidelines laid down by NMCG (National Mission for Clean Ganga), NGT (National Green ribunal), CPCB (Central Pollution Control Board), UPPCB (Uttar Pradesh Pollution Control Board) and any other as

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effective from time to time.

b. The Bidder should have required documents & certificate to obtain from Government other approval agencies and overall coordination & follow up with agencies for getting approvals & certificates to be completed before starting the operations.

Operations of Tent city

a. The bidder shall be responsible for end to end operations of tent city including maintenance, sales, marketing, promotion and dismantling and handover after the license period.

b. Bidder shall manage all the operations of tent city including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, garbage disposal, security, up keeping of the structures, etc. Service to be rendered by the bidder shall also include managing booking and ticketing operations.

c. The quality of service shall be at par with any 3 star category hotels. The Operator shall depute skilled & trained manpower, as necessary for the said purpose. The Operator shall comply with all laws / rules made thereunder / regulations in respect of the Workman's compensation and all other existing laws with reference to employing, safeguarding, insuring and protecting all the employees / labour engaged by the Operator. It shall insure all its employees / labour employed / engaged for any service against third party bodily injury / loss of life during the entire period of such employment / engagement by the Operator and as per statutory provisions. Police verification of all the employees / staff deployed by the Operator shall be done by it. VDA shall not be responsible for any consequences resulting out of the acts / activities of the employees / staff of the Operator.

- If any accident occurs due to operations or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
- The agency indemnifies and holds VDA harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.

d. A reasonable proportion of the agencies superintending staff shall have a working knowledge of English and/or Hindi language.

e. The agency shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

f. The Operator shall deploy CCTV(s) at all important locations in the project site, especially at the entry and exit locations of the site and provide clean feed free of cost to VDA for the monitoring and surveillance purpose

g. Operator shall ensure emptying of soak pits on daily basis or as per requirements for the entire sites pertaining to tentage and other relevant structures (by mechanical means only). Such disposal, maintenance and cleanliness would be in the scope of work of Operator.

h. The sludge tank capacity shall be adequate as per the requirements of the site and the machines shall have standard capacity vacuum pump. The suction machines will be used daily in 2-3 shifts for cleaning of drains / soak pits / septic tanks in the tent city area managed

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by Operator.

i The sewerage shall have to be connected to nearest available sewer manhole/ soak pit. Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages, dormitories, tents & other relevant structures, dining hall etc (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of bidder.

j All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the agency.

k The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the site area in designated location, as identified by VDA and after getting prior approval from VDA

l The bio degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from competent authority

m The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.

n In the backdrop of COVID-19, operator shall take into consideration all guidelines and SoPs issued by Government from time to time in facility design, management and operations. Operator to deploy staff who are trained in COVID-19 handling and management.

o To attend to any critical situation, Operator shall provide for an emergency vehicle, doctor facility, an isolation room, rapid testing facilities and also ensure an operational tie up with a hospital in the vicinity of the project site.

p The Operator shall set up a medical room on-site and shall ensure the provision of proper first aid / medical facilities to provide timely medical support to any person in the tent city.

q Operator shall be responsible to promote and market the product and shall fix tariff in consultation with VDA. Operator shall ensure proper firstaid / medical facilities to ensure timely support to any person in the tent city.

Dismantling and Handover of site

Upon the termination or expiration of license period, the Bidder shall be liable to:

a. Handover the peaceful possession of the project site on an 'as-is-where-is' basis to the VDA

b. Transfer all rights, permits, approvals, guarantees, and insurance policies relating to the project to the VDA;

c. Execute all such contracts, agreements and documents required to ensure the abovementioned handover of project site.

d. Cease all access to project site

Minimum development obligations

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The bidder is required to erect tent city that accommodates minimum about 200 people. The approved tent categories with their dimension ranges which the bidder will be required to install in the allotted block are as listed below: Villa 900 Sqft. Super Deluxe 480 – 580 Sqft. Deluxe 250 – 400 Sqft. The above categories shall be preferably maintained in ratio of 10:50:40 for Villa, Super Deluxe and Deluxe category respectively

- The quality of design, workmanship and service shall be as per industry practice
- Defective, cracked or torn materials shall not be used.
- All Tents shall be firmly grounded and stable against wind force and dead loads.
- Considering the surrounding environment & wind force & rains.
- Tents shall be designed and executed considering adverse weather conditions.
- Joinery and supports should be properly engineered, firm and with good finish.
- Water flow and pressure should be uniform in toilets of each tent.
- All Tents shall have good quality furniture, fixtures & fittings. The furniture, fixtures & fittings should as per good industry practice and conformity to ISI. (Bed, Mattress, Pillow, Bed sheets, Towels, Chairs, Writing Desk, Note Pad with Pen, Chappal/sleeper pair, Bucket, Mug, Hanger, cold water / warm water supply (Geyser), Fire extinguisher, WC & Bath, Flush cock / tank, wash basin, mirror, Tumbler, Towel Rod, Napkin Holder, Toilet paper roll with roll handler)
- Fire precaution measures shall be taken care of
- All the furniture should be firm, comfortable, traditional and as per functional requirements

The basic structure to be erected must have the facilities & quality standards (non-exhaustive list) as indicated in Annexure III Minimum development obligations. **The bidder has to install a demo tent at the site in VARANASI, which shall be approved by VDA further starting the work.**

C. CORRIGENDUM TO RFP

Pre-bid meeting of 'Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh held on 01st August 2022 at Commissioner's office Varanasi and optional Online via Zoom Link. (Zoom Id: 817 0321 2267 and Passcode: 123456) in reference to the RFP No. 453/VP/TP/2022-23 floated on Date 21.07.2022.

Schedule- 2:
Existing Project Site

- VDA will provide land admeasuring 100,000 Sq.Mt. (ten hectare) for the said project with boundary demarcation.
- VDA will provide water supply and electricity connection at one point. Water supply connection with overhead tank & electrical connection with transformer and meter will be

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Schedule- 4:
Minimum development obligations and service level benchmarks

The basic structure to be erected must have the facilities & quality standards (non-exhaustive list) as indicated in Annexure III Minimum development obligations. The following service level benchmarks need to be adhered to by the Bidder during the agreement period.

i. The Bidder shall provide and erect a fire resistant Temporary Structure which shall be non-allergic, odorless, non-toxic, VOC free, non-carcinogenic, Fire retardant or 'Flame Resist' orequivalent as approved by the Authority.

ii. The Joinery and supports should be properly engineered, firm and with good finish. No water should seep inside the tentage structures.

iii. All the furniture should be firm, comfortable, traditional and as per functional requirements

iv. Decayed or cracked wood shall not be used. Wood used should be of superior quality.

v. Defective, cracked materials shall not be used. All material used should be of superior quality.

vi. All the material shall be conforming to IS codes or as approved by the Authority.

vii. Any broken furniture or torn cloth shall be replaced within 3 hours of notification to the Bidder without any additional charge.

viii. Any non-functioning electricity ports, plugs, fans, lights shall be replaced within 1 hours of notification to the Bidder.

ix. New Decorative Carpeting shall be used and incase of stains on the carpet, it shall be cleaned/ replaced within 1 hour of notification to the Bidder.

x. Signage height and letter/ shape size should be clearly visible, and the signage should not be damaged in any way

xi. The Bidder shall use Environmentally friendly chemical / detergents /reagents, for the purpose of Cleaning of tentage structures.

xii. The Bidder shall provide the photo identity card to all their staff housekeeping staff working on site after getting their antecedent verified from local police.

xiii. The Bidder shall adopt the necessary safety procedures to avoid any type of accidents to workers any other personnel & to avoid damages to the Structure.

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xiv. There must be smooth entry and exit to the Structure. The movement within the Venue shall be barrier free and friendly to physically challenged people.

xv. If the Bidder has not corrected a defect within the time specified, the Authority will assess the cost of having the defect corrected, and the Bidder shall pay this amount. The Authority's decision in this regard is final and binding on the Bidder

xvi. Loss or damage to the Works or materials shall be remedied by the Bidder at the Bidder's cost if the loss or damage arises from the Bidder's acts or omissions.

xvii. The quality of design, workmanship and service shall be consistent with any 3star facility.

Villa Tent size: 30' x 30' (on 100 mm raised plateform) (room Size: Drawing Room 30' x 10', Bed room 20'X20', Toilet 10'X10', changing 10'X10')		
1	Tent	fire resistant tent which shall be non- allergic, odorless, made of two layer fabric with MS pipe skeleton framing, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be
	Tent (A.C.)	
2	**Furniture, Household & Appliances / Tent for the license period**	
a	Double Bed	Queen Size: 152cm x 198cm, fresh quality
b	Mattresses for double bed with pillow set	Mattresses:6"Thick Pillow (4 Nos.): Pillow of Large Size
c	Chair made of traditional material	Fresh Quality and good finish and color as approved by VDA
d	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa set: 1 Nos. of 2-Seater +2 single seater Centre Table: Decorative 2'6"x2' size
e	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition
f	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g	Mirror	With Border frame and decorative fittings (2'x3")

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h	Bed side units/Tepoys	Wooden / Steel matching style with surrounding furniture and of good quality (2' x 2')
i	Torch with battery backup	digiLED
j	Writing Desk	Good Quality and Finish
k	Note pad with pen	Gala Writing Pad of 20 pages. Pen: water-proof, fade proof gel pen of branded company.
l	Mosquito Net	Of approved brand and Quality tested
m	Chappal/Sleeper pair	Branded Company and of good
n	Bucket	good quality and color, 5-10 litres
o	Mug	Fresh Quality and good quality
p	Hangers	good quality and make
q	Cupboard with locking arrangement	with proper arrangement and good
r	Wooden flooring in bedroom, dress and drawing	good quality and make
s	Ceramic tiles on toilet floor	good quality and make
t	Foot mate*	good quality and make
u	Electric Geyser with adequate safety features	Electric Geyser of good brand and
v	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	**Utilities (W.C. and Bath)**	
a	E.W.C. with floor trap with flush tank	good quality product
b	N.T. Jali	Of approved brand and fresh Quality
c	Washbasin set with angle cock and pillar cock	good quality product. Framing shall
d	Mirror	With Border frame and decorative
e	Tumbler	good quality and color
f	Towel rod	Of approved brand and good Quality
g	Napkin Holder	Of approved brand and good Quality
h	Toilet paper roll handle	Of approved brand and good Quality
i	bib tap	rand
j	Cold water suply line 25 mm dia	G.I. Pipe, ISI mark
k	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l	75 dia PVC drain Line	ISI mark
m	100 dia PVC drain line	ISI mark
n	1litter water bottle (to be served Daily)	(ISO certified)
4	**Consumables (shall be of three-star**	
a	Bed sheet for double bed (to be replaced daily)	for Queen size bed of good quality
b	Quilt	for Queen size bed of good quality
c	Blanket	Woolen of good quality and make
d	Pilow cover (To be replaced daily)	good brand and Quality
e	Toothbrush, Tooth Paste & tongue cleaner kit	Branded
f	Saving Kit	Branded
g	Shampoo bottle 100 ml	Branded
h	Towel (To be replaced daily)	good quality and make-cotton
i	Napkin (To be replaced daily)	good quality and make-cotton
j	Soap of 100 gm each	Branded

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k	Liquid Soap bottle	Branded
l	Comb	Branded
m	Hair Oil Bottle 100 ml.	Branded
n	Toilet paper roll (To be replaced daily)	good quality and make
o	Mosquito Repellent	Branded or any Spray
p	Tissue paper box	High Absorbent and branded quality
5	**Services**	
a	Soak pit	sufficient Size, slope and system shall
b	Soak pit cover with frame	Good quality and I.S.I. mark
c	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	**Technitions (Manpower shift per day to**	
a	Tent attendant One person/shift/25 tent	
b	Electrician one/shift/50 tent	
c	Plumber one/shift/50 tent	
d	Housekeeping One person/shift/10 tent	
7	**Electric**	
a	Decorative Lamp	Traditional lamp
b	Fan (pedestal)	Fresh quality and good brand Make
c	Night Lamp	Fresh Quality and of Brand make
d	5 AMP Plug Point	any make and fresh quality make
e	15 AMP Plug Point	any make and fresh quality
f	Split A.C. 2 ton each	Fresh Quality and of Brand make
g	Pipe Earthing	Good quality workmanship and
h	tubelight/LED lamp/Conventional Lamp	sufficient for toilet mirror
i	Room Heater	Of approved quality and brand make
j	Geyser	Of approved quality and brand make
i	Napkin (To be replaced daily)	good quality and make-cotton
j	Soap of 100 gm each	Branded
k	Liquid Soap bottle	Branded
l	Comb	Branded
m	Hair Oil Bottle 100 ml.	Branded
n	Toilet paper roll (To be replaced daily)	good quality and make
o	Mosquito Repellent	Branded or any Spray
p	Tissue paper box	High Absorbent and branded quality

Super Delux Tent Size 24' x'24' (room size – bedroom and draiwing room (on 100mm raised platform) 24' x 12', Toilet 10'x6', Porch 10'x6'		
1	**Description**	**Specifications**

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Super Delux Tent Size 24' x'24' (room size – bedroom and draiwing room (on 100mm raised platform) 24' x 12', Toilet 10'x6', Porch 10'x6'		
	Tent	fire resistant tent which shall be non-allergic, odorless, made of two layar fabric with MS pipe skeleton framing, VOC free, noncarcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be printed in uniform pattern
	Tent (A.C.)	
2	Furniture, Household & Appliances / Tent for the entire event period.	
a	Double Bed	Queen Size: 152cm x 198cm, fresh quality
b	Mattresses for double bed with pillow set	Mattresses:6"Thick Pillow (2 Nos): Pillow of Large Size
c	Chair made of traditional material	Fresh Quality and good finish
d	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa: 3Nos. single seater Centre Table: Decorative 2'x2' size
e	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition
f	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g	Mirror	With Border frame and decorative fittings (2'x3')
h.		Wooden / Steel matching style with surrounding furniture and of good quality (1' x 1')
i.	Torch with battery backup	digiLED
j.	Writing Desk	Good Quality and finish
k	Note pad with pen	Gala Writing Pad of 20 pages. Pen: waterproof, fade proof gel pen of branded company.
l.	Mosquito Net	Of approved brand and Quality tested
m.	Chappal/Sleeper pair	Branded Company and of good quality
n.	Bucket	good quality and color, 5-10 litres capacity
o.	Mug	Fresh Quality and good quality
p.	Hangers	good quality and make
q.	Rack/cupboard for wardrob purpose	with proper arrangement and good quality
r.	Non-woven fire retardent carpet	good quality and make
s.	Lenonium/PVC carpet on Toilet floor	good quality and make
t.	Foot mate	good quality and make
u.	Electric Geyser with adequate safety features for continous supply of Hot water	Electric Geyser of good brand and fresh quality and the capacity of geyser shall be decided by bidder

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Super Delux Tent Size 24' x'24' (room size – bedroom and draiwing room (on 100mm raised platform) 24' x 12', Toilet 10'x6', Porch 10'x6'		
	with sufficient pressure and quantity (24hrs.)	
v	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	**Utilities (W.C and Bath)**	
a	W.C with floor trap with flush tank	Branded
b	N.T. Jali	Branded
c	Washbasin set with angle cock and pillar cock and complet with all drainpipe and all accessary.	Framing shall be of good finish
d	Mirror	With Border frame and decorative fittings (2x3")
e	Tumbler	Branded
f	Towel rod	Of approved brand and good Quality
g	Napkin Holder	Of approved brand and good Quality
h	Toilet paper roll handle	Of approved brand and good Quality
i	Sh tap	Branded
j	Cold water suply line 25 mm dia	G.I. Pipe, ISI mark
k	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l	75 dia PVC drain Line	ISI mark
m	100 dia PVC drain line	ISI mark
n	1 litre water bottle (to be served Daily)	(ISO certified)
4	**Consumables (shall be of five-star hotel category and shall be replaced daily as well on demand)**	
a	Bed sheet for double bed (to be replaced daily	for Queen size bed of good quality and make
b	Quilt	for Queen size bed of good quality and make
c	Blanket	Woolen of good quality and make
d	Pillow cover (To be replaced daily)	good brand and Quality

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Super Delux Tent Size 24' x'24' (room size – bedroom and draiwing room (on 100mm raised platform) 24' x 12', Toilet 10'x6', Porch 10'x6'		
e	Toothbrush, Tooth Paste & tongue cleaner kit	Branded
f	Saving Kit	Branded
g	Shampoo bottle 100 ml	Branded
h	Towel (To be replaced daily)	good quality and make-cotton
i	Napkin (To be replaced daily)	good quality and make-cotton
j	Soap of 100 gm each	Branded
k	Liquid Soap bottle	Branded
l	Comb	good quality and make
n	Hair Oil Bottle 100 ml.	Branded
n	Toilet paper roll (To be replaced daily)	good quality and make
o	Mosquito Repellent	Branded and Spray
p	Tissue paper box	High Absorbent and branded quality
5	Services	
a	Soak pit	sufficient Size, slope and system hall be arranged by contractor
b	Soak pit cover with frame	Good quality and I.S.I. mark
c	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	Technitians (Manpower- shift per day to be served for 49 days)	
a	Tent attendant One person/shift/25 tent	
b	Electrician one/shift/50 tent	
c	Plumber one/shift/50 tent	
d	Housekeeping One person/shift/10 tent	
7	Electric	
a	Decorative Lamp	
a	Fan (pedestal)	Fresh quality and good brand Make

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Super Delux Tent Size 24' x'24' (room size – bedroom and draiwing room (on 100mm raised platform) 24' x 12', Toilet 10'x6', Porch 10'x6'		
b	Night Lamp	Fresh Quality and of Brand make
c	5 AMP Plug Point	any make
d	15 AMP Plug Point	any make
e	Split A.C. 2 ton each	Fresh Quality and of Brand make
f	Pipe Earthing	Good quality workmanship and Material
g	tubelight/LED lamp/Conventional Lamp	sufficient for toilet mirror
h	Room Heater	Of approved quality and brand make
i	Geyser	Of approved quality and brand make

Delux Tent Size: 28' x 14' (room size:- Bed room(on 100 mm raised plateform) 14'X14', Toilet 14'X7', Porch 14'X7')		
	Deluxe Tent	fire resistant tent which shall be non-allergic, odorless, made of two layar fabric with MS pipe skeleton framing, VOC free, noncarcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent and properly anchored to ground against wind pressure and for other stability purposes. The inner layer shall be printed in uniform pattern.
1	Tent (A.C.)	
2	**Furniture,Household & Appliances / Tent for the entire event period.**	
a.	Double Bed	Queen Size : 152cm x 198cm, fresh quality
b.	Mattresses for double bed with pillow set	Mattresses:6"Thick Pillow (2 Nos.): Pillow of Large Size
c.	chair made of traditional material	Fresh Quality and good finish and color as approved by Employer / Consultant
d.	Sofa Set with seating and centre table	Fresh Quality and of good finish and color. Sofa: 2 Nos. 1 single seater Centre Table:

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		Decorative 2'x2' size
e	TV Set with Direct to Home (DTH) System	Branded Company with Remote and Sound System (42" LED) all in working condition
f	Handloom/Handicraft wall pieces for ambience	Decorative and of Good Quality and Finish
g	Mirror	With Border frame and decorative fittings (2'x3')
h	Bed side units	Wooden / Steel matching style with surrounding furniture and of good quality (1' x 1')
i.	Torch with battery backup	DigiLED
j.	Writing Desk	Good Quality and finish
k	Note pad with pen	Writing Pad of 20 pages. Pen: water proof, fade proof gel pen of branded company.
l.	Mosquito Net	Of approved brand and Quality tested
m.	Chappal/Sleeper pair	Branded Company and of good quality
n	Bucket	good quality and color, 5-10 litres capacity
o.	Mug	Fresh Quality and good quality
p	Hangers	good quality and make
q.	Rack/cupboard for wardrob purpose	with proper arrangement and good quality
r.	Non-woven fire retardent carpet	good quality and make
s.	Lenonium/PVC carpet on Toilet floor	good quality and make
t	Foot mate	good quality and make
u.	Electric Geyser with adequate safety features for continous supply of Hot water with sufficient pressure and quantity (24hrs.)	Electric Geyser of good brand and fresh quality and the capacity of geyser shall be decided by bidder
v.	Fire Extinguisher 5kg. DCP, or 4.5 kg CO2 type	good quality and make, ISI approved
3	Utilities (W.C. and Bath)	

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a.	E W.C. with floor trap with flush tank	Branded
b.	N.T. Jali	Of approved brand and fresh Quality
c.	Washbasin set with angle cock and pillar cock and complete with all drain pipe and all accessary.	Framing shall be of good finish
d.	Mirror	With Border frame and decorative fittings (2'x3')
e.	Tumbler	Branded
f.	Towel rod	Of approved brand and good Quality
g.	Napkin Holder	Of approved brand and good Quality
h.	Toilet paper roll	Of approved brand and good Quality
i.	Bib tap	Branded
j.	Cold water suply line 25 mm dia	G.I. Pipe, ISI mark
k.	Hot water supply line 15 mm dia	G.I. Pipe, ISI mark
l.	75 dia PVC drain Line	ISI mark
m.	100 dia PVC drain line	ISI mark
n.	1litre water bottle (to be served Daily)	(ISO certified)
4	Consumables (shall be of five star hotel category and shall be replaced daily as well as on demand)	
a.	Bed sheet for double bed (to be replaced daily	for Queen size bed of good quality and make
b.	Quilt	for Queen size bed of good quality and make
c.	Blanket	Woolen of good quality and make
d.	Pillow cover (To be replaced daily)	good brand and Quality
e.	Toothbrush, Tooth Paste & tongue cleaner kit	Branded
f.	Saving Kit	Branded
g.	Shampoo bottle 100 ml	Branded
h.	Towel (To be replaced daily)	good quality and make-cotton

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i.	Napkin (To be replaced daily)	good quality and make-cotton
j.	Soap of 100 gm each	Branded
k	Liquid Soap bottle	Branded
l.	Comb	good quality and make
m.	Hair Oil Bottle 100 ml.	Branded
n	Toilet paper roll (To be replaced daily)	good quality and make
o	Mosquito Repellent	Branded and Spray
p.	Tissue paper box	High Absorbent and branded quality
5	Services	
a.	Soak pit	sufficient Size, slope and system shall be arranged by contractor
b	Soak pit cover with frame	Good quality and I.S.I. mark
c.	Water supply Line from main tank 40 dia	G.I. Pipe, ISI mark
6	Technitions (Manpower- shift per day to be served for 49 days)	
a.	Tent attendant One person/shift/25 tent	
b	Electrician one/shift/50 tent	
c.	Plumber one/shift/50 tent	
d.	Housekeeping One person/shift/10 tent	
7	Electric	
a.	Decorative Lamp	Traditional lamp
b.	Fan (pedestal)	Fresh quality and good brand Make
c.	Night Lamp	Fresh Quality and of Brand make
d.	5 AMP Plug Point	Any make and fresh quality
e.	15 AMP Plug Point	Any make and fresh quality
f.	Split A.C. 2 ton each	Fresh Quality and of Brand make
g.	Pipe Earthing	Good quality workmanship and material
h.	Tubelight/LED lamp/Conventional Lamp	sufficient for toilet mirror

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i.	Geyser	Of approved quality and brand make
j.	Room Heater	Of approved quality and brand make

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Schedule- 5:
Financial Bid Submitted by the Licensee

VARANASI DEVELOPMENT AUTHORITY, VARANASI

Corrigendum for FINANCIAL PROPOSAL

NAME OF FIRM Lallooji & Sons
COST OF TENDER FORM Rs. 11800.00
NAME OF WORK: Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh
EARNEST MONEY : As per Technical Corrigendum
DATE OF TENDER : 23-08-2022
TIME OF COMPLETION :

Bill of Quantity

S.N.	Items Name	Patch No.	Rate
1	Annual Licencing fee for 1st Patch	1	Not Quoted
2	Annual Licencing fee for 2nd Patch	2	12100101.00
3	Annual Licencing fee for 3rd Patch	3	12100101.00
	GST will be applicable as per rules.		

1- Tender rate will be given in Lump sum basis.
2- I/We here by agree to execute the above tender work at Varanasi.
3- I/We have deposited earnest money as mentioned in RFP Document.

Dated 23/08/2022

Name of firm - Lalloji & sons
Address- A-2 shivalik business center Off.
S.G. Highway,B/H Rajpath Club,
Ahmedabad 380054

Instruction to Bidders for financial Proposal.: The excel sheet uploaded earlier is to modified and filled as per format above. The Financial quotation for each Patch is to be filled separately and not cumulative. The base price for bidding is mentioned per patch in the Corrigendum. for example if the bidder is interest in only one patch, then bidder should fill the bid amount/licencing fee in the first row only and other rows should be left blank. likewise if the bidder is interested in two patches, the bid amount/licencing fee is to be filled in two rows separately for each patch. Accordingly bidder interested in all 3 patches, should fill the Bid amount/licencing fee should be filled in all 3 rows.

Dec 12, 2022, 11:50

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LJS
LALLOOJI & SONS
EXHIBITIONS | CONFERENCES | GLAMPING

: www.ljsindia.com
: info@ljsindia.com
: +91 79 40051456
: 079 2970 8232

08.09.2022

To,

The Secretary,

Varanasi Development Authority,

Raja Uday Pratap Marg, Panna Lal Park,

Varanasi 221102

SUBJECT: ACCEPTANCE OF HIGHEST ANNUAL LICENCING FEE FOR THE PATCH 03.

Ref: Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh

Dear Sir,

As you know we quoted for the Patch No. 02 and 03, As per the procurement portal the highest annual licencing fee for the patch 02 was quoted by M/s Praveg Communications (I) Ltd. and the quoted fee is Rs.1,26,01,500.00. We are the only bidder for Patch 03 and as mentioned in the clause 3.2.2 of RFP "The H1 bidder for each Patch has to match the bid for highest bidder of any patch."

So, we hereby confirm the acceptance of highest annual licencing fee of Rs.1,26,01,500.00 for the Patch 03.

During discussion at VDA office today (09.09.2022), we were offered to develop patch 1 also at the same price. It is informed that due to our internal decision, we will not be able to take patch 01.

Thanks & Regards,

For Lallooji & Sons

LALLOOJI & SONS * AHMEDABAD *

Heemanshu Agarwal

Partner

LALLOOJI & SONS * AHMEDABAD *

T.P.

Dec 12, 2022, 11:50

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Schedule-6:
Letter Award (LoI)

वाराणसी विकास प्राधिकरण, वाराणसी
राजा उदय प्रताप मार्ग, पन्ना लाल पार्क, वाराणसी-221002
फ़ोन: 0542-2280326 ईमेल: vdavaranasi@gmail.com

प्रेषक,

नगर नियोजक,
वाराणसी विकास प्राधिकरण,
वाराणसी।

सेवा में,

M/S Lallooji& Sons.
A-2, ShivalikBussiness Center, B/h. Rajpath club Off S.G Highway,
Ahmedabad, Gujarat.

पत्रांक :– 646 /वि0प्रा0/न0नि0/2022–23 दिनांक :– 13/09/2022

विषय– वाराणसी में गंगा नदी के दूसरी ओर (रामनगर की ओर) गंगा नदी के तट पर टेन्ट सिटी विकसित किये जाने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषय के सम्बन्ध में वाराणसी में गंगा नदी के दूसरी ओर प्रस्तावित टेन्ट सिटी विकसित किये जाने हेतु प्राधिकरण द्वारा निविदा आमंत्रित की गयी थी, जिसमें आपकी फर्म द्वारा प्रतिभाग किया गया है। उक्त निविदा की तकनीकी बिड/वित्तीय निविदा का नियमानुसार खोलते हुए निविदा का परीक्षण प्राधिकरण द्वारा किया गया।

आर0एफ0पी0 में उल्लेखित शर्तो के आधार पर किये गये मूल्यांकन तथा आपकी फर्म द्वारा दिये गये पत्र दिनांक 08.09.2022 जिसमें अन्य निविदादाता द्वारा दी गयी वित्तीय बिड पर आपके द्वारा कार्य करने की सहमति प्रदान की गयी है। उक्त के क्रम में आपको पैच–3 (10 हेक्टेयर भूमि) पर टेन्ट सिटी विकसित किये जाने हेतु सक्षम स्तर से स्वीकृति प्रदान की गयी है। अतः प्राधिकरण कार्यालय में उपस्थित हो कर प्रश्नगत कार्य हेतु अनुबन्ध निष्पादित करते हुये कार्य की प्राथमिकता के दृष्टिगत तत्काल कार्य प्रारम्भ कराने का कष्ट करे।

भवदीय,

13.9.2022

(मनोज कुमार)
नगर नियोजक

पत्रांक :– /वि0प्रा0/न0नि0/2022–23 दिनांक :–

प्रतिलिपि–

1. उपाध्यक्ष महोदया को सादर सूचनार्थ।
2. सचिव महोदय को सादर सूचनार्थ।
3. वित्त नियन्त्रक महोदय को सादर सूचनार्थ।
4. अधीक्षण अभियन्ता/प्र0अधि0(निर्माण) को सूचनार्थ।

(मनोज कुमार)
नगर नियोजक

Dec 12, 2022, 11:50

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127

Minutes of Meeting

Pre-bid meeting of 'Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh held on 01st August 2022 at Commissioner's office Varanasi and optional Online via Zoom Link. (Zoom Id: 817 0321 2267 and Passcode: 123456)

Reference: 453/VP/TP/2022-23 Dated 21.07.2022

Meeting attendees:

During the pre-bid meeting, following queries were discussed:

#	Queries	RFP reference clause	Response
Name of Bidder: Girdharilal and Son			
1	What is the timing for handover the land for development? Is department providing any support for land development?	--	The land for tent city will be handed over in October.
2	Earnest Money is very much higher it should be Rs.10.00 Lacs. In this case Bank Guaranty should be acceptable?	Clause 1	Revised as per corrigendum.
3	Performance Security is Rs. 60.00 Lacs it is also higher because bidder also need money for development of site? Are there any criteria for year wise investments?	Clause 5.1.11	Revised as per corrigendum.
4	No. of years should be at least 11 years at first 3 years might go in promotion the place, therefore earning will start after 3rd year.	Clause 2.5	No change in RFP
Name of Bidder: PRAVEG OMMUNICATIONS (INDIA) LIMITED.			
5	According to the point No. 4 of the 'Eligibility Conditions' mentioned on the Page No. 16 of the Tender Document, the experience of the bidder has been measured according to the area (40 Ha., 30 Ha, 20 Ha) it has operated in. We believe that the experience of the bidder in operating the total number of rooms/tents rather than area will facilitate a clear understanding of the volume of operations, management capacity and capability of the bidder. As we have learned in the meeting that the Tent City at Varanasi is expected to be operational for 8 months in a year, we believe that it is imperative that the bidder has at least 6 months of continuous operational and management	Clause 3.1	Revised as per corrigendum.

#	Queries	RFP reference clause	Response
	experience in order to justify the relevant experience and capability to operate and manage Varanasi project. Hence, we would request you to modify the 'Eligibility Conditions No. 4' to "The bidder should have experience of operation and management of minimum 100 tents/rooms in a single facility/location with continues operation of more than 6 months during any of the last 3 years (2018-19, 2019-20, 2020-21 or 2021-22)"		
6	We would request you to extend the contract duration for a longer period, as longer contract duration will: 1. Ensure long-term royalty benefit for the Varanasi Development Authority 2. Encourage the bidder to proactively bring in more investment in upgrading, promoting and marketing of the Resort, thereby increasing footfall of tourists to Varanasi.	Clause 2.5	No change in RFP
128	We also believe that selecting multiple agencies to operate and manage the Varanasi project will lead to create unnecessary complications in operations and management as: - There might be a delay in decision-making if the agencies cannot reach on decision unanimously - There might be clashes in daily operations in case of addition of work - No agency will give its 100% efforts as there is no way to evaluate the final output of each agency from the collective output - It will hamper the sales and marketing efforts as there will be a lack of sense of possession of the property among the agencies - As the location will be divided among multiple bidders, the preference and choice of allocated location might result in conflict among the bidders.	--	No change in RFP

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#	Queries	RFP reference clause	Response
	Hence, we would suggest you to select one single agency rather than multiple agencies to operate and manage the Varanasi Tent City to ensure dedicated and focused efforts by the bidder, thereby ensuring success of the project.		
Name of Bidder: SWAMI SHUKHDEVANAD TRUST PARMARTH NIKETAN			
8	• We are working to form a consortium for the tent city with a company that shares our values of helping revive Ganga ji through the tent city along with a Ganga revival festival intervention on the proposed site. • We have the funds and intention of setting up the tents but our goal is to provide a unique experience to simplify the solutions for Ganga cleaning and inspire people of India to contribute in this effort in line with the vision of honourable prime minister and NMCG. • Currently, we are in the process of shortlisting a suitable company to form a consortium. It will be really helpful to get some extra time to figure out the best way forward if the end of the bidding could be extended till the end of the month. • My question is whether it's possible to lease a land parcel towards the eastern bank to develop some permanent structures to support the tent city like a natural water filtration plant and a water storage overhead tank? • Secondly, if you would allow creating temporary River bank filtration wells within 100m from the river edge? • Both of these are integral to our concept of providing a unique sacred experience with Ganga ji.	Clause 1	No change in RFP
Name of Bidder: LALOOJO & SONS			
9	We request to reduce the percentage escalation to at least 02%, because 05% escalation per annum every year is very high.	Clause 2.6	No change in RFP
10	We request to facilitate the AUTOCADlayout of the land, that will help us in proper layout planning of the Tent City.	–	The same will be provided with.

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#	Queries	RFP reference clause	Response
11	We request to increase the period from 05 years to 10 years, because the kind of investments that will be made on the development of Tent City will be very high and the project becomes sustainable only after 3- 4 years, So in 05 years the Operator	Clause 2.5	No change in RFP
12	We request to allow us the construction of concrete structures especially for floor plinth or where ever it is necessary. At someplaces in order to construct quality structure work, basic civil work is required.	Clause 2.1.1	Revised as per corrigendum
13	The concern of high License Fee was also raised by other bidders, we also find it vey high due to very high construction cost. Werequest you to reduce it to at least 01.00 Crore/ Annum exclusive of GST, otherwise the project might not be viable at such a high License Fee.	Clause 3.2	Revised as per corrigendum
14	We request to clarify whether the Operatorwill be given freedom in terms of deciding Tariff and packages or will be controlled by the Authority. We request the Authority to give the freedom to Operator to decide therates as per the quality of services, and demand & supply.	Clause 2.1.2	As per RFP Clause 2.1.2, Operator shall be responsible to promote and market the product and shall fix tariff in consultation with VDA. Operator shall ensure proper first aid / medical facilities to ensure timely support to any person in the tent city
15	GODOWN SPACE: We request the Authorityto provide us the godown space for the period when tent city is not operational to store the materials.	–	No change in RFP; The authority will only facilitate to find suitable go-down space.
16	APPROACH ROADS—We request the Authority to facilitate us the approach roads/checkered plates or any other suitable material from existing main roads up to the Tent city, because land which is being marked for the construction of Tent city is the river bed and movement of vehicles carrying construction material, supplies etc. would not be possible on such ground surfaces.	–	No change in RFP; Approach roads may be considered during construction phase subject to approval from competent authority.
17	ELECTRIC & WATER CONNECTIONS—We request the authority to facilitate the electrical and water connection up to the Tent City. Please give us the clarity on this. **For solid waste disposal** we request thedemarcation of disposal site for the solid waste disposal, the operator could be charged reasonably for this. **For Sewage disposal** the drainage lines should be provided up to the Tent City by the Authority. The operator shall bear the monthly disposal charges as reasonably fixed by the Municipal Corporation/VDA	–	As specified in Clause 2.1.2 of RFP, VDA will provide water supply connection and power supply connection at a designated point at the site. Further, extension and distribution of such utilities (including fittings and cabling) inside the Tent City shall be in the scope of the Bidder.
18	SINGLE OPERATOR- We request the Authority to allow only one operator	–	No change in RFP

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#	Queries	RFP reference clause	Response
	to manage the tent city, as allowing themultiple operators will increase the internal competition and the operators will compromise with the quality to compete with the price war. This practice will ruin the project and those operators still working on quality will not be able to sustain in such atmosphere.		
19	We request the Authority to adopt the QCBS(Quality Cost Based Selection) where 70% weightage is given to design presentation and 30% given to financial bid. This method of selection is used for large contracts, and encourages the quality of services with competitive bidding.	Clause 3.2	No change in RFP
Name of Bidder: Lallooji Gopal Das & Son, Prayagraj, LALLOOJI CORP, LALLOOJI BROTHERS,			
20	We request you take into consideration a single ownerships firms fulfilling your criteria to bid, to add sole proprietorship as bidder.	Clause 3.1	Revised as per corrigendum
21	We request you take work experience for a single work of Kumbh Mela for 2019 upto 2 crore for a period of one month for Hotel works and also consider works of Tentage on hire upto 2 crore, we can provide you with a credential of running Tent City by the highest authority in office in U..P Tourism during Kumbh Mela 2019 upto 2 crore.	Clause 3	No change in RFP
22	We request you to consider Turnover jointly of the firms contesting in tender as consortium having similar Tentage business.	Clause 3	No change in RFP
23	We request you to decrease Turnover to 3.3 crore anuually with a total of 10 crore for 3 years.	Clause 3	Revised as per corrigendum
24	Rate of 2.5 Crore plus GST is on a very higher side, the same should be decreased to 50 lakhs per year with 5% increment yearly on simple increment basis.	Clause 3	Revised as per corrigendum
25	We request you to consider firms which are 7 years old having good turnover and works in past Kumbh Mela Allahabad and Haridwar.	Clause 3	No change
26	We request you to consider firms on the basis of Turnover of 2 crore in Tent City & Supplies of Tentage on hire, than considering on the basis of hectare.	Clause 3	Revised as per corrigendum
27	We request you to split Tent City works in 4 parts so as to increase competition between the Tent Cities, with best amenities to the consumers (customer is God), also discouraging Monopoly, which is dangerous, faced by authorities, very recently in Kumbh Mela 2019 at Prayagraj.	Clause 2	Revised as per corrigendum

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#	Queries	RFP reference clause	Response
28	Single window clearance by all government and semi government concerned authorities at all levels to be provided by the department, with all basic amenities at the doorstep.	Clause 2.2	As per clause 2.2 authority shall assist in providing administrative support in getting approvals from various government departments for electricity, water supply, fire department, etc.
29	Proforma Security to be reduced considerably which is on a very higher side	Clause 5.1.11	Revised as per corrigendum
Name of Bidder: Thar Camps Private Limited			
30	Ernest Money Deposit (EMD) Rs. 50,00,000/- (Rupees fifty lakh INRonly)- In data sheet We are MSME Registered Company (Udhyam Registration)issued by NSIC	Clause 1	Revised as per corrigendum
31	Terms of License period is 5 yearsto operate the tent city and wind upback. Ideally It should be at least 07 yearsof time period to operate so as to recover the overall cost.	Clause 2.5	No change
32	In terms of Reference the tent citywill be developed on land parcel measuring 100 Ha, accommodating minimum 200people. We have a request to allot minimum 10 Ha land to one bidder accommodating minimum 200-300 guests.	Clause 2	Revised as per corrigendum
33	In Scop of Work Development of tent city Request here to assist bidders in procuring necessary licenses through authorities. All bidders will be responsible for water, electricity,municipal charges for wastedisposal are acceptable and will beadditionally payable.	Clause 2.2	As per clause 2.2 authority shall assist in providing administrative support in getting approvals from various government departments for electricity, water supply, fire department, etc.
34	In Annual License Fee the monthsof non- operation shall not be exempted from calculation of quarterly license fees and their payment by the Bidder It should be exempted during the non-operational period or during rainy season.	Clause 2.6	No change
35	In Eligibility Condition paragraph 3 the Bidder should have been in Event Management business for minimum 10 years It should be requested to Include the terms of Hospitality businessbecause an hotelier understands & deliver services better than an eventperson.	Clause 3	Revised as per corrigendum
36	In Eligibility Condition paragraph 4 The Bidder must have successfully implemented the following for operational period notless than 1 year in last 7 years At least 1 similar work with minimum 40 Ha area OR At least 2 similar work with minimum 30 Haarea OR At least 3 similar work with minimum 20 Ha area	Clause 3	Revised as per corrigendum

132

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#	Queries	RFP reference clause	Response
	It should be requested to reduce theworking area as merely going byarea does not define service excellence. This is a non-contributing criterion. We have govt tenders to build hotels and supported by GOI by up to 27 Cr. But the land parcels are 2 and 5 acres		
37	In Financial Evaluation the bidder has to pay Annual License fee minimum license fee is INR 2.4crore/ annum exclusive of GST. This should be broken into 10 HA land parcels and the annual fee broken to 24 Laks pa per 10 HA landparcel applied or allotted i.e. 2.40 Lakhs. /10 ha.	Clause 3	Revised as per corrigendum

It was recommended by the committee to issue corrigendum for Request for Proposal for Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh

Annexures:

Annexure A – Attendance sheet of participating vendors.

Annexure B – Corrigendum to Request for Proposal for Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh

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Annexure A- Attendees in Pre-bid Meeting.

1. Shri Deepak Agarwal, Divisional Commissioner, Varanasi Division
2. Ms Isha Duhan, Vice Chairperson, Varanasi Development Authority
3. Shri Manoj Kumar, Town Planner, Varanasi Development Authority
4. Shri Hetal Kothari, Praveg Communication Pvt Ltd Ahmedabad, Gujarat
5. Shri Pankaj Sharma, Giridharilal & Sons, Indore MP
6. Shri Siddharth, Sukhdevanand Trust Paramarth Niketan Rishikesh, Uttarakhand
7. Shri Himanshu Agarwal, Lalooji & Sons, Ahmedabad, Gujarat
8. Shri Ajay Agarwal, Lallooji Gopal Das & Sons, Prayagraj UP
9. Shri Gauri Agarwal, Lallooji Corp, Prayagraj UP
10. Shri Alok Agarwal, Lallooji Brothers, Prayagraj UP
11. Capt Sandeep Shekhawat, Thar Camps Pvt Ltd, Jaipur, Rajasthan

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Annexure B- Corrigendum

Varanasi Development Authority, Varanasi

Tender Reference No: 453/VP/TP/2022-23 Dated 21.07.2022

Tender ID: 2022_UPVDA_716523_1

Corrigendum

Request for Proposal for Selection of Agency for development and operations of Tent City on banks of River Ganges at Varanasi, Uttar Pradesh

Clauses have been modified as below:

#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
1	7	Clause 2. Terms of Reference	The tent city will be developed on land parcel measuring 100 Ha, accommodating minimum 200 people.	**The tent city will be developed in 3 patches each measuring 10 Ha. Each patch shall accommodate maximum of 200 tents. Interested bidders shall be allowed to bid in packages as follows –** **Option 1 – Development and Operations of Tent City for any one patch measuring 10 Ha** **Option 2 – Development and Operations of Tent City for any two patches measuring 10 Ha each (total 20 Ha)** **Option 3 - Development and Operations of Tent City for all three patches measuring 10 Ha each (total 30 Ha)**

#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
2	5	Clause 1 Data Sheet	Earnest Money Deposit (EMD) - Rs. 50,00,000/- (Rupees fifty lakh INR only) For deposit of EMD, please visit Authority website www.vdavns.com for Earnest Money Deposit Management System for EMD payments link or can be done through link https://emd.vdapms.in/	Earnest Money Deposit (EMD) – **For Option 1** **Rs. 15,00,000/- (Rupees fifteen lakh INR only)** **For Option 2** **Rs. 30,00,000/- (Rupees thirty lakh INR only)** **For Option 3** **Rs. 45,00,000/- (Rupees forty five lakh INR only)** For deposit of EMD, please visit Authority website www.vdavns.com for Earnest Money Deposit Management System for EMD payments link OR **through** Fixed Deposit Receipt **(FDR)** **Exemption of EMD will only be given to MSME/NSIC registered bidders. MSME/NSIC registered bidders must submit copy of respective registration certificates to avail EMD exemption** **As per Rule 170 of GFR and amendment to rule --- "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" or are registered with the central purchase organisation of the concerned ministry or department or Startups as recognised by Department of Industrial Policy & Promotion (DIPP) are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule(170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit Bids for tenders with the Authority**

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<table>
<tr><th>#</th><th>RFP Pg. No.</th><th>RFP Clause No.</th><th>Original Clause</th><th>Revised Clause</th></tr>
<tr><td>3</td><td>33</td><td>Clause 5.1.11 Performance Security</td><td>Within 10 days, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Selected Bidder shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount of 60,00,000/- INR (Indian Rupees Sixty Lakhs only) for the license period.</td><td>Within 10 days, or within period as amended Letter of Acceptance (LoA), of receipt of the LoA, the Selected Bidder shall deliver to the Authority a Performance Security, as specified below [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in form of performance bank guarantee (PBG) during the license period.

<u>For Option 1</u>
Rs. 30,00,000/- (Rupees thirty lakh INR only)

<u>For Option 2</u>
Rs. 60,00,000/- (Rupees sixty lakh INR only)

<u>For Option 3</u>
Rs. 90,00,000/- (Rupees ninety lakh INR only)</td></tr>
<tr><td>4</td><td>16</td><td>Clause 3.1 Eligibility criteria</td><td><table><tr><th>#</th><th>Eligibility Conditions</th></tr><tr><td>1</td><td>The Applicant should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.
(Registration certificate should be submitted for the same). (In case of consortium, this criteria shall be applicable to all members)</td></tr><tr><td>2</td><td>Financial Capacity: The Applicant should have minimum Average Annual Turnover of INR 10 crore in the last 3 financial years. (In case of consortium, financial capacity of only lead member shall be considered)
(Form 2 and Audited Financial statements should be submitted for the same).</td></tr></table></td><td><table><tr><th>#</th><th>Eligibility Conditions</th></tr><tr><td>1</td><td>The Applicant should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a registered proprietary firm. In case of proprietary firm, the proof for registered address of the firm shall also be submitted)
(Registration certificate should be submitted for the same). (In case of consortium, this criteria shall be applicable to all members)</td></tr><tr><td>2</td><td>Financial Capacity: The Applicant should demonstrate minimum Average Annual Turnover of

• INR 3 crore in the last 3 financial year for Option 1
• INR 6 crore in the last 3 financial year for Option 2
• INR 9 crore in the last 3 financial year for Option 3

(In case of consortium, financial capacity of only lead member shall be considered)
(Form 2 and Audited Financial statements should be submitted for the same).</td></tr></table></td></tr>
</table>

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
			3 The Bidder should have been in Event Management business for minimum 10 years (Form 3 and Work Order/completion certificate from client should be submitted for the same). (In case of consortium, this criteria shall be applicable to lead member)	3 The Bidder should have been in Event Management business **(or in business of providing tentage accommodation)** for minimum 10 years (Form 3 and Work Order/completion certificate from client should be submitted for the same). (In case of consortium, this criteria shall be applicable to lead member)
			4 The Bidder must have successfully implemented the following for operational period not less than 1 year in last 7 years At least 1 similar work with minimum 40 Ha area OR At least 2 similar work with minimum 30 Ha area OR At least 3 similar work with minimum 20 Ha area (Form 3) (In case of consortium, experience of all members shall be considered)	4 The Bidder must have successfully implemented the following for operational period not less than 1 year in last 7 years **For Option 1** • **At least 1 similar work with minimum accommodation of 160 residential tents OR** • **At least 2 similar work with minimum accommodation of 120 residential tents OR** • **At least 3 similar work with minimum accommodation of 80 residential tents** **For Option 2** • **At least 1 similar work with minimum accommodation of 320 residential tents OR** • **At least 2 similar work with minimum accommodation of 240 residential tents OR** • **At least 3 similar work with minimum accommodation of 160 residential tents** **For Option 3** • **At least 1 similar work with minimum accommodation of 480 residential tents OR** • **At least 2 similar work with minimum accommodation of 360 residential tents OR** • **At least 3 similar work with minimum accommodation of 240 residential tents** (Form 3) (In case of consortium, experience of all members shall be considered)
			6 The Bidder should not have been barred by the Central Government, any State Government,a statutory Board or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal. (An undertaking as per form 6) (In case of consortium, this criteria shall be applicable to all members; undertaking shall be provided by all members)	6 The Bidder should not have been barred by the Central Government, any State Government,a statutory Board or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal. (An undertaking as per form 6) (In case of consortium, this criteria shall be

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
			7 Bidder should have, during the last three years, neither failed to perform on any agreement,as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant. An undertaking (Self Certificate) is to be submitted for the same. ((An undertaking as per form 7) (In case of consortium, this criteria shall be applicable to all members; undertaking shall be provided by all members)	applicable to all members; undertaking shall be provided by all members) 7 Bidder should have, during the last three years, neither failed to perform on any agreement,as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant. An undertaking(Self Certificate) is to be submitted for the same. ((An undertaking as per form 7) (In case of consortium, this criteria shall be applicable to all members; undertaking shall be provided by all members)
5	18	Clause 3.2.1 Technical evaluation	The bidder should have a cumulative turnoverof INR 10 Crore for last 03 years (5 marks); For each additional INR 5 Crore–1mark, (maximum 20 marks) (In case of consortium, financial capacity of only lead member shall be considered)	• Option 1 **The bidder should have a avg annual turnover of INR 3 Crore for last 03 years (10 marks); For each additional INR 3 Crore – 2 marks (maximum 20 marks)** • Option 2 **The bidder should have an avg annual turnover of INR 6 Crore for last 03 years (10 marks); For each additional INR 6 Crore – 2 marks (maximum 20 marks)** • Option 3 **The bidder should have an avg annual turnover of INR 9 Crore for last 03 years (10 marks); For each additional INR 9 Crore – 2 marks (maximum 20 marks)** (In case of consortium, financial capacity of only lead member shall be considered)
			The Bidder must have successfully implemented similar works in last 7 years with minimum project cost of INR 10 Crore each with minimum operational period of 1 year. 5 marks for each experience (max up to 20 marks) (In case of consortium, experience of all members shall be considered)	The Bidder must have successfully implemented similar works, each with minimum operational period of 1 year works in last 7 years • Option 1 **Each similar work should have minimum project cost of INR 6 Crore; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks)** • Option 2

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
				Each similar work should have minimum project cost of INR 12 Crore; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks) • **Option 3** **Each similar work should have minimum project cost of INR 18 Crore; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks)** (In case of consortium, experience of all members shall be considered)
			The Bidder must have successfully implemented similar works in last 7 years with minimum accommodation, recreation, housekeeping and food facilities for 200 people (minimum) with minimum operational period of 1 year. 5 marks for each experience (max up to 20 marks) (In case of consortium, experience of all members shall be considered)	The Bidder must have successfully implemented similar works in last 7 years with minimum operational period of 1 year. • **Option 1** **Each similar work should have accommodation, recreation, housekeeping and food facilities for minimum 400 people; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks)** • **Option 2** **Each similar work should have accommodation, recreation, housekeeping and food facilities for minimum 800 people; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks)** • **Option 3** **Each similar work should have accommodation, recreation, housekeeping and food facilities for minimum 1200 people; 10 marks for first experience, 5 marks for each additional experience (max up to 20 marks)** (In case of consortium, experience of all members shall be considered)

140

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
6	20	Clause 3.2.2 Financial Evaluation	Any Bidder that passes the benchmarks is declared as technically qualified and their financial bids are opened. Financial bids shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website only. The Financial Proposal shall be the first year's Annual License fee (Minimum License fee is INR 2.4 Crore/ Annum exclusive of GST as applicable thereon, which shall be paid extra) to be quoted by the Bidder (Refer Form 8 - Financial Proposal) The annual License fee payable by the Bidder can be paid in equal quarterly installment to the Authority, as the case may be, as per the terms and conditions of the RFP and the provisions of the Agreement. The Annual License fee shall be increased in accordance with Clause 2.6 of this RFP. Financial Bids of eligible Bidders will be evaluated on H1 basis. Total cost, as specified in the Financial Bid format will be considered for evaluation. The highest cost proposal will be ranked as H-1 and the next higher and so on will be ranked as H-2, H-3 etc. The highest cost proposal (H-1) will be considered for award of contract.	Any Bidder that passes the benchmarks is declared as technically qualified and their financial bids are opened. Financial bids shall not be submitted with technical documents and only be submitted in excel sheet provided in Financial Proposal on e-tender website only. **The Financial Proposal shall be the first year's Annual License fee (Minimum License fee is INR 1.0 Crore per Annum per patch (10 Ha) exclusive of GST as applicable thereon, which shall be paid extra) to be quoted by the Bidder** The annual License fee payable by the Bidder can be paid in equal quarterly instalment to the Authority, as the case may be, as per the terms and conditions of the RFP and the provisions of the Agreement. The Annual License fee shall be increased in accordance with Clause 2.6 of this RFP. **Financial Bids of eligible Bidders will be evaluated on H1 basis. Financial quote, as specified in the Financial Bid format will be considered for evaluation. For each patch of land (10 Ha) the highest cost proposal will be ranked as H-1 and the next higher and so on will be ranked as H-2, H-3 etc. The highest cost proposal (H-1) will be considered for award of contract each patch of land (10 Ha).**
7	43	Clause 5.2.13 (g)	The Authority will provide the Applicant free of cost water and electricity for the execution of work; The Applicant should keep the usage of the water and electricity to a reasonable level. If it is found misuse of water and electricity and involves wastage, the Authority, reserves the	**Deleted**

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
			right/option to levy penalty on the Applicant up to Rs. 1000/- for each incident.	
8	7-8	Clause 2.1.1 (i)	Develop concept plan, layout plan, working drawings and specifications for the site. The specifications and design of the tent city may require to be modified as per the local needs and as per the direction of Varanasi Development Authority (VDA). The tent city could have multiple recreational activities for tourists staying at tent city. Some indicative list of activities that can be hosted within tent city area as follows – • Tented accommodation (for minimum 200 people) with attached bath and toilet facilities • Reception/ Foyer Area • Food facilities like restaurant, dinning area • Recreational activities like indoor games, outdoor games, event center, spa, yoga and ayurvedic therapies, library, cultural center, etc. • Congregational spaces like Conference Hall • Special spaces such as VIP Lounge area, • Other adventure and sport activities such as – o Water Sports – Jet Ski,	Develop concept plan, layout plan, working drawings and specifications for the site. The specifications and design of the tent city may require to be modified as per the local needs and as per the direction of Varanasi Development Authority (VDA). The tent city could have multiple recreational activities for tourists staying at tent city. Some indicative list of activities that can be hosted within tent city area as follows – • Tented accommodation (for minimum 200 people) with attached bath and toilet facilities • Reception/ Foyer Area • Food facilities like restaurant, dinning area • Recreational activities like indoor games, outdoor games, event center, spa, yoga and ayurvedic therapies, library, cultural center, etc. • Congregational spaces like Conference Hall • Special spaces such as VIP Lounge area, • **About 500 – 700 sqm of area earmarked for Government/Authority's usage such as hosting of exhibitions, seminars, etc.** • Other adventure and sport activities such as – o Water Sports – Jet Ski, Banana boat, Parasailing o Camel / Horse Riding o Archery and Rifle Shooting o Floating platform, etc.

1422

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#	RFP Pg. No.	RFP Clause No.	Original Clause	Revised Clause
			Banana boat, Parasailing ○ Camel / Horse Riding ○ Archery and Rifle Shooting ○ Floating platform, etc.	
9	8	Clause 2.1.1 (ii)	All kinds of construction must be temporary in nature without any concrete structure. The entire development must be in compliance with minimum development obligations as specified in Annexure III. Bidder shall comply with quality standards and observe environmental codes and safety norms, as applicable.	All kinds of construction must be temporary in nature without any concrete structure, **to the extent possible. Construction of concrete structures on the project site shall be permissible as per NMCG guidelines.** The entire development must be in compliance with minimum development obligations as specified in Annexure III. Bidder shall comply with quality standards and observe environmental codes and safety norms, as applicable.

All other terms and conditions of the RFP remain unchanged.

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Annexure: C

वाराणसी में गंगा नदी के दूसरी ओर प्रस्तावित टेन्ट सिटी हेतु चिन्हित स्थल पर अवस्थापना सुविधाओं के सम्बन्ध में विचार–विमर्श हेतु दिनांक 06.08.2022 को अपरान्ह 4:30 बजे आयुक्त वाराणसी मण्डल वाराणसी की अध्यक्षता में सम्पन्न बैठक का कार्यवृत्त–

दिनांक 06.08.2022 को सायंकाल 4:30 बजें वाराणसी में गंगा नदी के दूसरी ओर प्रस्तावित टेन्ट सिटी हेतु चिन्हित स्थल पर अवस्थापना सुविधाओं की अनुपलब्धता के सम्बन्ध में आयुक्त वाराणसी मण्डल वाराणसी की अध्यक्षता में मण्डलायुक्त सभागार में एक बैठक आयोजित किया गया जिसमें निम्न अधिकारीगण उपस्थित रहें :–

- श्री दीपक अग्रवाल, मण्डलायुक्त/अध्यक्ष, वाराणसी विकास प्राधिकरण, वाराणसी।
- सुश्री ईशा दुहन, उपाध्यक्ष, वाराणसी विकास प्राधिकरण, वाराणसी।
- श्री आर0एस0 गौतम, पुलिस उपायुक्त, काशी जोन, वाराणसी।
- सुश्री अंशिका दीक्षित, उप जिलाधिकारी, सदर, वाराणसी।
- श्री कालिका सिंह, क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, वाराणसी।
- श्री अखिलेन्द्र प्रताप सिंह, अधीक्षण अभियंता, लोक निर्माण विभाग, वाराणसी।
- श्री के0 के0 सिंह, अधिशासी अभियंता, लोक निर्माण विभाग, वाराणसी।
- श्री अनूप सक्सेना, अधीक्षण अभियंता, पूर्वांचल विद्युत वितरण निगम लि0, वाराणसी।
- श्री विनोद कुमार, अधिशासी अभियंता, पूर्वांचल विद्युत वितरण निगम लि0, वाराणसी।
- श्री मनोज कुमार, नगर नियोजक, वाराणसी विकास प्राधिकरण, वाराणसी।
- श्री अनिल कुमार सिंह, अधिशासी अभियंता, वाराणसी विकास प्राधिकरण, वाराणसी।
- श्री राजेश कुमार श्रीवास्तव, अधिशासी अभियंता, जलकल विभाग, वाराणसी।
- श्री सिद्धार्थ कुमार, सचिव, जलकल विभाग, वाराणसी।
- श्री संजय रंजन, परियोजना प्रबन्धक, उत्तर प्रदेश जल निगम, वाराणसी।
- सुश्री प्रीति श्रीवास्तव, उप निदेशक, पर्यटन विभाग, वाराणसी।
- श्री राम लखन चौहान, अग्नि शमन अधिकारी, वाराणसी।

1. Sawtant 2. 29/8/22

बैठक में सर्व प्रथम उपाध्यक्ष वाराणसी विकास प्राधिकरण द्वारा यह अवगत कराया गया कि प्राधिकरण द्वारा वाराणसी में गंगा नदी की दूसरी ओर टेन्ट सिटी विकसित किये जाने हेतु निविदा आमंत्रित की गयी है। परियोजना हेतु चिन्हित स्थल के सम्बन्ध में प्रस्तुतीकरण के माध्यम से अवगत कराया गया। उक्त निविदा के क्रम में दिनांक 01.08.2022 को मण्डलायुक्त वाराणसी मण्डल वाराणसी की अध्यक्षता में प्री–बिड बैठक का आयोजन किया गया था, जिसमें सम्मिलित टेन्ट सिटी के विकासकर्ताओं द्वारा टेन्ट सिटी हेतु चिन्हित स्थल पर आधारभूत अवस्थापना सुविधाओं की उपलब्धता के बारे में जानकारी चाही गयी है,

उक्त के क्रम में ही प्रश्नगत बैठक का आयोजन किया गया है। बैठक में अवस्थापना सुविधाओं पर बिन्दुवार विचार–विमर्श किया गया तथा निम्नलिखित निर्देश दिये गये।

1. विद्युत उपलब्धता के सम्बन्ध में:–

   - अधीक्षण अभियंता, पूर्वांचल विद्युत वितरण निगम लि0 द्वारा अवगत कराया गया कि प्रस्तावित टेन्ट सिटी के आस–पास कोई सब–स्टेशन उपलब्ध नही है। प्रस्तावित टेन्ट सिटी से लगभग 3.5 कि0मी0 दूर रामनगर फोर्ट के पास एक सब–स्टेशन उपलब्ध है, परन्तु उक्त सब–स्टेशन में टेन्ट सिटी की आवश्कता के अनुसार क्षमता उपलब्ध नही है। उक्त सब–स्टेशन के अतिरिक्त आस–पास कोई सब–स्टेशन उपलब्ध नही है।
   - अधीक्षण अभियंता द्वारा अवगत कराया गया कि प्रस्तावित टेन्ट सिटी की विद्युत आवश्यकता हेतु यदि नया सब–स्टेशन प्रस्तावित किया जाता है तो उक्त सब–स्टेशन की लागत रू0 5–7 करोड़ आने की सम्भावना है, जो टेन्ट सिटी परियोजना हेतु वॉयबल नही होगा। वैकल्पिक व्यवस्था हेतु विचार–विमर्श पर यह संज्ञान में आया कि रामनगर एस0टी0पी0 पर विद्युत व्यवस्था अपलब्ध है तथा अधीक्षण अभियंता द्वारा यह अवगत कराया गया कि उक्त स्थल पर पर्याप्त विद्युत लोड उपलब्ध है, जहॉ से ओवर ग्राउण्ड नेटवर्क के माध्यम से टेन्ट सिटी हेतु प्रस्तावित के निकट तक विद्युत आपुर्ति की जा सकती है। विद्युत विभाग के अधिकारियो द्वारा यह अवगत कराया गया कि टेन्ट सिटी के निकट तक पोल के माध्यम से नेटवर्क स्थापित किया जा सकता है, जिसके उपरान्त ट्रांसफार्मर ट्रॉली के माध्यम से टेन्ट सिटी ऑपरेटर को विद्युत आपुर्ति की जा सकती है।
   - *उक्त विचार–विमर्श के दृष्टिगत यह निर्देशित किया गया कि विद्युत विभाग एस0टी0पी0 से विद्युत व्यवस्था उपलब्ध कराने के दृष्टिकोण से आने वाले लागत का आकलन कर प्राधिकरण को उपलब्ध करायें।*

2. सीवेज निस्तारण:–

   - जल कल विभाग/अधिशासी अधिकारी, नगर पालिका रामनगर द्वारा यह अवगत कराया गया कि टेन्ट सिटी हेतु प्रस्तावित क्षमता के अनुसार उत्पन्न सीवेज के निस्तारण हेतु टैंकर से रामनगर एस0टी0पी0 तक ले जाने में लागत अधिक आयेगी। सुझाव दिया गया कि सीवेज निस्तारण हेतु पम्प के माध्यम लिफ्ट कर पाईप लाईन के माध्यम से एस0टी0पी0 तक ले जाया जा सकता है।
   - *निर्देशित किया गया कि सीवेज निस्तारण हेतु उक्त सुझाव के क्रम में लगने वाले पम्प एवं पाईप लाईन इत्यादि के लागत का आकलन जल कल/परियोजना प्रबन्धक जल निगम द्वारा तैयार कर प्राधिकरण को उपलब्ध कराया जाये।*

3. जलापूर्ति:–

- बैठक में उपस्थित सचिव, जलकल द्वारा यह अवगत कराया गया कि जलापूर्ति हेतु ट्यूबेल के माध्यम से टेन्ट सिटी ऑपरेटर को कनेक्शन दिया जा सकता है।
- *निर्देश दिये गये कि जलापूर्ति हेतु लगने वाले सिस्टम में आने वाले व्यय का आकलन कर जलकल विभाग द्वारा प्राधिकरण को उलब्ध करा दिया जाये।*

4. सॉलिड वेस्ट निस्तारणः—

- अधिशासी अधिकारी, रामनगर द्वारा अवगत कराया गया कि सॉलिड वेस्ट डिसपोजल हेतु नगर पालिका के डम्पर का प्रयोग किया जा सकता है, जिसका यूजर चार्ज विकासकर्ता द्वारा वहन किया जा सकता है।

5. सड़क मार्गः—

- बैठक में उपस्थित अधीक्षण अभियंता, लोक निर्माण विभाग वाराणसी द्वारा यह अवगत कराया गया कि टेन्ट सिटी हेतु प्रस्तावित स्थल तक पड़ाव रामनगर मार्ग से डोमरी तक सड़क मौजूद है। उक्त सड़क से टेन्ट सिटी के स्थल तक आने हेतु चकड़ प्लेट की आवश्यकता होगी, जिसको प्रयागराज से मगाया जा सकता है।
- *निर्देशित किया गया कि लोक निर्माण विभाग चकड़ प्लेट की आवश्यकता का आकलन कर ले तथा उक्त चकर्ड प्लेट की आपूर्ति हेतु तत्काल लोक निर्माण विभाग प्रयागराज से पत्राचार कर समय से पूर्व चकर्ड प्लेट मगा ले।*

6. अग्निशमनः—

- बैठक में उपस्थित अग्निशमन अधिकारी द्वारा यह अवगत कराया गया कि अग्निशमन के दृष्टिकोण से जलापूर्ति हेतु लगाये जा रहे ट्यूबेल में अग्निशमन हेतु भी प्वाईंट बना दिया जाये। फायर टेंडर वाहन के सम्बन्ध में अग्निशमन अधिकारी द्वारा अवगत कराया गया कि वर्तमान में भेलूपुर क्षेत्र में एक फायर टेंडर वाहन उपलब्ध है। टेन्ट सिटी की आवश्यकता के दृष्टिगत एक अतिरिक्त फायर टेंडर वाहन दीन दयाल उपाध्याय नगर, अग्निशमन केन्द्र से प्राप्त कर टेन्ट सिटी हेतु प्रयोग किया जा सकता है।
- *निर्देश दिये गये कि अग्निशमन विभाग, अग्निशमन के दृष्टिकोण से स्थल निरीक्षण करते हुये अपनी आवश्यकता का आकलन कर ले एवं अपनी आवश्यकतानुसार वाहन इत्यादि हेतु पत्राचार कर व्यवस्था सुनिश्चित कर ले।*

7. कानून व्यवस्थाः—

- बैठक में उपस्थित पुलिस उपायुक्त काशी जोन द्वारा यह अवगत कराया गया कि प्रस्तावित टेन्ट सिटी में कानून व्यवस्था हेतु एक टेम्परेरी चौकी स्थापित किया जा सकता है, जिस हेतु टेन्ट सिटी ऑपरेटर द्वारा ही टेन्ट की व्यवस्था किया जाना होगा।
- *निर्देशित किया गया कि कानून व्यवस्था हेतु आवश्यक सुविधाओं को उपलब्ध कराया जाना सुनिश्चित किया जाये।*

8. प्रदूषण नियंत्रण:-

- बैठक में उपस्थित क्षेत्रीय अधिकारी, उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड द्वारा यह अवगत कराया गया कि टेन्ट सिटी ऑपरेटर को विभिन्न प्रदूषण यथा-सिवरेज, पॉलिथिन वेस्ट के निस्तारण हेतु पर्याप्त मात्रा में निकाय से अनुमन्य उपलब्ध कराना होगा तथा उसका पालन करना होगा। उक्त के अतिरिक्त टेन्ट सिटी ऑपरेटर को उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड से अग्नि सम्बन्धी आपत्ति प्राप्त करनी होगी।

9. भूमि के प्रयोग हेतु आपत्ति:-

- उपाध्यक्ष वाराणसी विकास प्राधिकरण द्वारा अवगत कराया गया कि टेन्ट सिटी हेतु स्थल प्राधिकरण अभिलेखों में खेत के रूप में वर्णित है, जिसको टेन्ट सिटी के रूप में प्रयोग की अनापत्ति हेतु प्राधिकरण द्वारा पत्रांक: 400/वि0प्रा0/न0नि0/22-23, दिनांक 03.08.2022 के माध्यम से जिलाधिकारी वाराणसी से अनुरोध किया गया है।
- बैठक में उपजिलाधिकारी सदर को यह निर्देशित किया गया कि भूमि को टेन्ट सिटी हेतु प्रयोग के लिए वांछित अनापत्ति पुलसंगत नियमों के आधार पर समयबद्ध निर्गत कर दें।

अन्त में बैठक धन्यवाद समाप्त हुई।

(दीपक अग्रवाल)
आयुक्त
वाराणसी मण्डल वाराणसी।

कार्यालय आयुक्त, वाराणसी मण्डल वाराणसी।

पत्रांक: 548 /वि0प्रा0/न0नि0/2021-22 दिनांक: 10/08/2022

प्रतिलिपि : निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. पुलिस आयुक्त, वाराणसी कमिश्नरेट, वाराणसी।
2. जिलाधिकारी, वाराणसी।
3. उपाध्यक्ष, वाराणसी विकास प्राधिकरण, वाराणसी।
4. पुलिस उपायुक्त, काशी जोन, वाराणसी।
5. मुख्य अभियंता/अधीक्षण अभियंता, पूर्वांचल विद्युत वितरण निगम लि0, वाराणसी।
6. उप जिलाधिकारी (सदर) वाराणसी।
7. महा प्रबन्धक जल कल, वाराणसी।
8. मुख्य अभियंता/अधीक्षण अभियंता, लोक निर्माण विभाग, वाराणसी।
9. क्षेत्रीय अधिकारी,उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, वाराणसी।
10. मुख्य अग्नि शमन अधिकारी, वाराणसी।
11. अधिशासी अधिकारी, नगर पालिका परिषद रामनगर।
12. संयुक्त निदेशक/उप निदेशक, पर्यटन वाराणसी मण्डल, वाराणसी।
13. परियोजना प्रबन्धक, गंगा प्रदूषण ईकाई जल निगम, वाराणसी।
14. गार्ड फाईल।

आयुक्त
वाराणसी मण्डल वाराणसी।

Annexure-3

कार्यालय जिलाधिकारी, वाराणसी।

पत्रांकः– 35(ब)/ सात–भू0सु0–2023 दिनांक : 12/01/2023

सेवा में,

उपाध्यक्ष,
वाराणसी विकास प्राधिकरण,
वाराणसी।

महोदय,

कृपया अपने पत्र संख्या–465/वि0प्रा0/भू0अ0/2022–23 दिनांक 30 सितम्बर 2022 का संदर्भ ग्रहण करने का कष्ट करें, जिसके क्रम में इस कार्यालय को उ0प्र0 शासन, राजस्व अनुभाग–1, लखनऊ के पत्र सं0–940/एक–1–2022–1–1099/161/2022–रा0–1 दिनांक 29.11.2022 के माध्यम से दिशा निर्देश प्राप्त हुए है। शासन के उक्त पत्र के आलोक में उप जिला मजिस्ट्रेट/उप जिलाधिकारी, सदर द्वारा पत्र सं0 3966/एस0टी0/2022–23 दिनांक 11.01.2023 के माध्यम से अवगत कराया गया है कि प्रश्नगत गाटे गंगा नदी के उस पार अवस्थित है जिसके कारण उक्त गाटों के प्रबन्धन एवं संरक्षण हेतु पर्याप्त संसाधन न होने के कारण मौजा–डोमरी, परगना राल्हूपुर, तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 तथा मौजा कोदोपुर, परगना रामनगर, तहसील सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–113.029हे0 को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण को सौंपा जाना उचित होगा।

अतः जिलाधिकारी महोदय के अनुमोदन दिनांक 12–01–2023 के क्रम में उपरोक्त तथ्यों के दृष्टिगत प्रस्तावित स्थल मौजा–डोमरी, परगना राल्हूपुर, तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 तथा मौजा कोदोपुर, परगना रामनगर, तहसील सदर, वाराणसी स्थित आ0नं0–295 सम्पूर्ण क्षे0–113.029हे0 को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण को इस शर्त के साथ सौंपा जाता है कि प्रश्नगत भूखण्ड का स्वरूप परिवर्तन किसी भी दशा में अनुमन्य नहीं होगा तथा मा0 उच्चतम न्यायालय/मा0 उच्च न्यायालय/मा0 एन0जी0टी0/गंगा प्रदूषण नियंत्रण बोर्ड एवं अन्य सम्बन्धित संस्थाओं के आदेशों/निर्देशों का अनुपालन सुनिश्चित करने की जिम्मेदारी प्राधिकरण की होगी।

RVS 12/01/2023
अपर जिलाधिकारी (प्रशासन),
वाराणसी।

संख्या व दिनांक उपरोक्त।
प्रतिलिपि :– जिलाधिकारी महोदय, वाराणसी को सादर सूचनार्थ प्रेषित।

RVS
अपर जिलाधिकारी (प्रशासन),
वाराणसी।

जिलाधिकारी महोदय/माध्यम से,

कृपया सचिव एवं महानिदेशक, पर्यटन विभाग, उत्तर प्रदेश शासन, लखनऊ

शा0 पत्र सं02418/नमामि गंगे(पॉलिसी)/2020 दिनांक 11 सिम्बर 2020 (पताका "क"), का अवलोकन करने का कष्ट करें, जिसके माध्यम से वाराणसी में गंगा के पूर्वी तट पर मुख्य घाटों के सामने दूसरे किनारे पर गंगा की रेती पर टेण्ट कालोनी लगाये जाने हेतु 4–5 एकड़ भूमि पर्यटन विभाग को उपलब्ध कराने की अपेक्षा की गयी थी ताकि उक्त स्थल पर टेण्ट कालोनी लगाकर अर्थ गंगा की योजना को साकार रूप दिया जा सके। पुनः महानिदेशक, पर्यटन, उत्तर प्रदेश, लखनऊ के पत्रांक 839/नमामि गंगे(पॉलिसी)/2020 दिनांक 23 जून 2021 (पताका "ख"),द्वारा उपरोक्त भूमि उपलब्ध कराने की अपेक्षा की गयी थी। उपाध्यक्ष, वाराणसी विकास प्राधिकरण के पत्र सं0 499 दिनांक 03.08.2022 (पताका "ग") द्वारा अवगत कराया गया था कि गंगा नदी के तट पर लगभग 100 हे0 भूमि (रेता) पर टेन्ट सिटी विकसित किये जाने हेतु निविदा आमंत्रित की गयी है, जिसमें प्रस्तावित स्थल विकासकर्ता को प्रारम्भिक पाँच वर्ष हेतु टेन्ट सिटी हेतु विकसित कर संचालन किये जाने हेतु भूमि दिये जाने का प्रस्ताव का विकासकर्ता को दिये जाने की अपेक्षा की गयी है। साथ ही समयपूर्ण होने के उपरान्त यथा स्थिति भूमि (रेता) को वापस किये जाने का पत्र प्राप्त हुआ है। उक्त के सम्बन्ध में उप जिलाधिकारी, सदर, वाराणसी की आख्या दिनांक 10 सितम्बर 2021 द्वारा अवगत कराया गया है कि तहसील सदर में एक स्थान पर सरकारी 4–5 एकड़ भूमि उपलब्ध नहीं है। तत्क्रम में तत्कालीन जिलाधिकारी महोदय द्वारा दिनांक 02 जनवरी 2022 को निर्देशित किया गया कि VDA से जानकारी करें कि कहाँ भूमि उपलब्ध हो सकती है। उक्त के क्रम में कार्यालय पत्र सं0 294 दिनांक 05.09.2022 आख्या उपलब्ध कराने हेतु उपाध्यक्ष, वाराणसी विकास प्राधिकरण को प्रेषित किया गया।

उक्त पत्र के क्रम में उपाध्यक्ष, वाराणसी विकास प्राधिकरण के पत्र दिनांक 30.09.2022 (पताका "घ"), द्वारा गंगा नदी के पूर्वी तट पर टेन्ट सिटी विकसित किये जाने हेतु प्रस्तावित स्थल आ0नं0–295/1 रकबा–113हे0 में से 20हे0 स्थित मौजा कोदोपुर व आ0नं0–310 रकबा–10हे0 स्थित मौजा डोमरी, तहसील सदर, जिला वाराणसी को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण, वाराणसी के माध्यम से टेन्ट सिटी के विकासकर्ता को दिये जाने हेतु अनुमति प्रदान किये जाने की माँग की गयी है, जिसके क्रम में अपर जिलाधिकारी प्रोटोकाल के पत्र सं0 349/एल0बी0सी0–2022 दिनांक 30 सितम्बर, 2022,, द्वारा अपर मुख्य सचिव, राजस्व विभाग, उत्तर प्रदेश शासन, लखनऊ को पत्र प्रेषित कर अनुमति प्रदान करने की अपेक्षा की गयी है। जिसके क्रम में शासन के पत्र सं0–940/एक–1–2022–1–1099/161/2022–रा0–1 दिनांक 29 नवम्बर, 2022 (पताका "च"), द्वारा दिशा निर्देश प्राप्त हुआ है कि यदि प्रश्नगत भूमि ग्राम सभा/स्थानीय प्राधिकरणों में निहित भूमि हो तो राजस्व अनुभाग–1 के शासनादेश सं0–689/एक–1–2020–20(5)/2016, दिनांक 06.07.2020 के अनुसार कार्यवाही सुनिश्चित करें तथा यदि प्रश्नगत भूमि ग्राम सभा/स्थानीय प्राधिकरणों से इतर श्रेणी की भूमि हो तो सम्बन्धित विभाग से प्रचलित नियमों/शासनादेशों के आलोक में अग्रेतर कार्यवाही करने का निर्देश प्राप्त हुआ है। उक्त दिशा निर्देश के क्रम में आख्या उपलब्ध कराने हेतु पत्र प्रेषित किया गया।

उक्त पत्र के क्रम में उप जिलाधिकारी, सदर, वाराणसी ने अपनी आख्या दिनांक 11.01.2023 द्वारा अवगत कराया गया है कि मौजा–कोदोपुर, परगना–रामनगर, तहसील–सदर, वाराणसी स्थित आ0नं0–295/1 रकबा–113.029 हे0 जो कि राजस्व अभिलेख नॉन जेड0ए0 खतौनी फसली वर्ष 1425 में स्टेट उ0प्र0 सरकार खेवट खाता नं–1/1 जम्मन 15 गैर मुमकिन मद (2) आबादी सड़क मकान आदि रेता के नाम अंकित है तथा मौजा–डोमरी, परगना राल्हूपुर तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 राजस्व अभिलेख उद्धरण खतौनी फसली

1425–1430 के खाता सं0–00660 (श्रेणी–6–1/अकृषिक भूमि जलमग्न भूमि) रेता खाते में अंकित (पताका "छ")। चूँकि प्रश्नगत गाटे गंगा नदी के उस पार अवस्थित है, जिसके कारण उक्त गाटे का उचित प्रबन्धन नहीं हो पा रहा है। चूँकि वाराणसी में विकास प्राधिकरण द्वारा मौजा कोदोपुर स्थित आ0नं0–295/1 रकबा–113.029 हे0 तथा मौजा–डोमरी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 के प्रबन्धन हेतु अनुरोध किया गया है। ऐसी स्थिति में उपरोक्त वर्णित भूमियों के उचित प्रबन्धन एवं संरक्षण हेतु वाराणसी विकास प्राधिकरण को सौंपे जाने की संस्तुति की गयी है।

उ0प्र0 शासन, राजस्व अनुभाग–1, लखनऊ के पत्र सं0–940/एक–1–2022–1–1099/161/2022–रा0–1 दिनांक 29.11.2022 के क्रम में उप जिला मजिस्ट्रेट/उप जिलाधिकारी, सदर द्वारा पत्र सं0 3966/एस0टी0/2022–23 दिनांक 11.01.2023 के माध्यम से संस्तुति सहित आख्या प्रश्नगत भूखण्डों के प्रबन्धन एवं संरक्षण हेतु पर्याप्त संसाधन न होने के कारण मौजा–डोमरी, परगना राल्हूपुर, तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 तथा मौजा कोदोपुर, परगना रामनगर, तहसील सदर, वाराणसी स्थित आ0नं0–295 सम्पूर्ण क्षे0–113.029हे0 को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण को सौंपा जाना उचित होगा।

अतः उप जिला मजिस्ट्रेट की संस्तुति दिनांक 11.01.2023 के क्रम में उपरोक्त तथ्यों के दृष्टिगत प्रस्तावित स्थल मौजा–डोमरी, परगना राल्हूपुर, तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450हे0 तथा मौजा कोदोपुर, परगना रामनगर, तहसील सदर, वाराणसी स्थित आ0नं0–295 सम्पूर्ण क्षे0–113.029हे0 को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण को इस शर्त के साथ सौंपे जाने हेतु प्रस्ताव प्रस्तुत है कि मा0 उच्चतम न्यायालय, मा0 उच्च न्यायालय, मा0 एन0जी0टी0, गंगा प्रदूषण नियंत्रण बोर्ड एवं संस्थाओं के आदेशों/निर्देशों का अनुपालन सुनिश्चित करने की जिम्मेदारी प्राधिकरण की होगी। प्रश्नगत भूखण्ड का स्वरूप परिवर्तन अनुमन्य नहीं होगा।

कृपया सहमति की दशा में उपरोक्त प्रस्ताव को अनुमोदित करना चाहें।

इस सम्बन्ध में G.O.No 1501/85-(24)-Rajasva-6 दि0 27/7/1987 Mangement of Government lands के पत्र 3684 आलोक में।

12.01.2023
D.L.R.C.

12-1-23
ADM(E)

RVS
12/01/2023

12/1/23

अपर जिलाधिकारी (प्रशासन) महोदय,

कृपया जिलाधिकारी महोदय के अनुमोदन दिनांक 12–01–2023 के क्रम में प्रस्तावित स्थल मौजा–डोमरी, परगना राल्हूपुर, तहसील–सदर, वाराणसी स्थित आ0नं0–310 सम्पूर्ण क्षे0–89.3450 हे0 तथा मौजा कोदोपुर, परगना रामनगर, तहसील सदर, वाराणसी स्थित आ0नं0–295 सम्पूर्ण क्षे0–113.029हे0 को प्रबन्धन हेतु वाराणसी विकास प्राधिकरण को इस शर्त के साथ सौंपा गयी है कि प्रश्नगत भूखण्ड का स्वरूप परिवर्तन किसी भी दशा में अनुमन्य नहीं होगा तथा मा0 उच्चतम न्यायालय/मा0 उच्च न्यायालय/मा0 एन0जी0टी0/गंगा प्रदूषण नियंत्रण बोर्ड एवं अन्य सम्बन्धित संस्थाओं के आदेशों/निर्देशों का अनुपालन सुनिश्चित करने की जिम्मेदारी प्राधिकरण की है।

तत्क्रम में उपाध्यक्ष, वाराणसी विकास प्राधिकरण, वाराणसी को सम्बोधित पत्रालेख तैयार कर पत्रावली के दाहिनी ओर अवस्थित है। कृपया सहमति की दशा में हस्ताक्षर करना चाहें।

12-01-2023
D.L.R.C.

RVS
ADM(F)
12/01/2023

Annexure-E1

UTTAR PRADESH POLLUTION CONTROL BOARD
Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

Validity Period :11/01/2023 To 10/01/2028

Ref No. -
174835/UPPCB/Varanasi(UPPCBRO)/CTE/VARANASI/2023

Dated:- 12/01/2023

To ,

Shri PROLINA BARADA (Ex Director)
M/s PRAVEG COMMUNICATION LTD. (TENT CITY VARANASI)
TENT CITY VARANASI, PATCH 01 AND 02 OTHER SIDE OF GANGA RIVER (IN FRONT OF ASSI GHAT), KATESAR, RAMNAGAR, VARANASI
VARANASI

Sub : Consent to Establish for New Unit/Expansion/Diversification under the provisions of Water (Prevention and control of pollution) Act, 1974 as amended and Air (Prevention and control of Polution) Act, 1981 as amended.

Please refer to your Application Form No.- 19400453 dated - 11/01/2023. After examining the application with respect to pollution angle, Consent to Establish (CTE) is granted subject to the compliance of following conditions :

1. Consent to Establish is being issued for following specific details :

A- Site along with geo-coordinates : 25.295705 & 83.012813

B- Main Raw Material :

Main Raw Material Details		
Name of Raw Material	**Raw Material Unit Name**	**Raw Material Quantity**
ACCOMMODATION & HOSPITALITY	Numbers/Day	140
ACCOMMODATION & HOSPITALITY	Numbers/Day	140
CANWAS, WOOD, TENT MATERIALS	Metric Tonnes/Day	140

C- Product with capacity :

Product Detail	
Name of Product	**Product Quantity**
TENT CITY WITH 140 TENTS	140

D- By-Product if any with capacity :

By Product Detail			
Name of By Product	**Unit Name**	**Licence Product Capacity**	**Install Product Capacity**
ACCOMMODATION 7 HOSPITALITY	Numbers/Day	140	140

2. Water Requirement (in KLD) and its Source :

Source of Water Details		
Source Type	**Name of Source**	**Quantity (KL/D)**
Ground Water (outside premises)	JAL NIGAM	38.0

3. Quantity of effluent (ln KLD) :

Effluent Details	
Source Consumption	**Quantity (KL/D)**
Domestic	38.0

4. Fuel used in the equipment/machinery Name and Quantity (per day) :

Fuel Consumption Details		
Fuel	**Consumption(tpd/kld)**	**Use**

5 For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

2. You are directed to furnish the progress of Establishment of plant and machinery, green belt, Effluent Treatment Plant and Air pollution control devices, by 10th day of completion of subsequent quarter in the Board.
3. Copy of the work order/purchase order, regarding instruction and supply of proposed Effluent Treatment Plant/Sewerage Treatment Plant /Air Pollution control System shall be submitted by the industry till 10/01/2028 to the Board.
4. Industry will not start its operation, unless CTO is obtained under water (Prevention and control of Pollution) Act, I974 and Air (Prevention and control of Pollution)Act, 1981 from the Board.
5. It is mandatory to submit Air and Water consent Application,complete in all respect, four months before start of operation, to the U.P. Pollution Control Board.
6. Legal action under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act,1981 may be initiated against the industry With out any prior information,in case of non compliance of above conditions.

Specific Conditions:

1. This consent to establish is valid for Tent City Project "Praveg Communication Ltd. (Tent City Varanasi)" at Patch 01 and 02 Other Side of Ganga River (IN FRONT OF ASSI GHAT), Katesar, Ramnaga Varanasi, U.P. and Geo-coordinates-25.295705 & 83.012813 by M/s Praveg Communication Ltd. (Tent City Varanasi). The Project shall be constructed as per approved map from the competent authority. In case of any change in capacity, the project will have to intimate the Board. For any enhancement of the above, fresh Consent to Establish has to be obtained from U.P. State Pollution Control Board.

2. The Project Proponent shall install 2 nos. of DG sets of total capacity 250 KVA (2 X 250 KVA) for power back up in proposed Project. The DG sets will be equipped with acoustic enclosure to minimize noise generation and adequate stack height for proper dispersion.

3. The Project shall comply the provisions of Environment (Protection) Act 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended. The Project shall comply the provisions of Construction & Demolition Rules 2016 & MSW Rules 2016.

4. The Project shall comply the provisions of notification dt. 07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation GOI.

5. The Project shall abide by directions given by Hon'ble Supreme Court, High Court, National Green Tribunals, Central Pollution Control Board and Uttar Pradesh Pollution Control Board for protection and safeguard of environment from time to time.

6. Under the Noise Pollution (Regulation and Control) Rule 2000, the project shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75 dB(A) during day time and 70 dB(A). Project shall use clean fuel as far as possible.

7. The Project shall not start gaseous emission & sewage generation without prior consent of the Board.

8. Fixing of sprinklers and creation of green air barriers will be done to control fugitive dust emission and improve environment.

9. All approach roads & in campus roads should be sprinkled with water to suppress the dust emission.

10. In case of violation of above mentioned conditions or any public complaint the consent to establish shall be withdrawn in accordance with law.

11. The project shall submit first compliance report with respect to conditions imposed within 30 days of issue of this permission.

12. Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this CTE and attract action under the provisions of Law.

Please note that consent to Establish will be revoked, in case of, non compliance ot any of the above mentioned conditions. Board reserves its right for amendment or cancellation of any of the conditions specified above. Industry is directed to submit its first compliance report regarding above mentioned specific and general conditions till 12/02/2023 in this office. Ensure to submit the regular compliance report otherwise this Consent to Establish will be revoked.

RAM
KUMAR
SINGH

Digitally signed by RAM KUMAR SINGH
DN: c=IN, o=UTTAR PRADESH POLLUTION CONTROL BOARD, ou=ENVIROMENT, postalCode=226010, st=Uttar Pradesh, 2.5.4.20=36df54e85a11688d36029840948837 04f8e0637b0a641ec669edc482f107ae3c, pseudonym=2EC17570A0523ED1B6A8C90F56 E682D096BC5CAF, serialNumber=08B8FA9D84CF0CE16A7811FE9 DDF34293B94A73797A473E5BCFE9AF2B7854 D94, cn=RAM KUMAR SINGH
Date: 2023.01.12 13:18:17 +05'30'

Chief Environmental Officer, Circle-6

Dated:- 12/01/2023

Copy To -

Regional Officer, U.P. Pollution Control Board, Varanasi for information and necessary action.

RAM KUMAR SINGH

Digitally signed by RAM KUMAR SINGH
DN: c=IN, o=UTTAR PRADESH POLLUTION CONTROL BOARD, ou=ENVIROMENT, postalCode=226010, st=Uttar Pradesh, 2.5.4.20=36df54e85a11688d3602004094883704f8e0637b0a641ec669edc482f107ae5c, pseudonym=2EC1757DA0523ED1B6A8C90F50E682D096BCSCAF, serialNumber=0df3[illegible]DDF3429[illegible]KUMAR SINGH
Date: 2023.01.12 13:18:38 +05'30'

Chief Environmental Officer, Circle-6

Annexure E-2

UTTAR PRADESH POLLUTION CONTROL BOARD
Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010
Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

Validity Period :09/01/2023 To 08/01/2028

Ref No. -
174690/UPPCB/Varanasi(UPPCBRO)/CTE/VARANASI/2023 **Dated:- 12/01/2023**

To ,

Shri HIMANSHU AGRAWAL (PARTNER)
M/s LALLOOJI AND SONS (TENT CITY)
NIRAAN THE TENT CITY, PATCH-3, OTHER SIDE OF GANGA RIVER , KATESAR ,RAMNAGAR ,VARANASI U.P.
VARANASI

Sub : Consent to Establish for New Unit/Expansion/Diversification under the provisions of Water (Prevention and control of pollution) Act, 1974 as amended and Air (Prevention and control of Polution) Act, 1981 as amended.

Please refer to your Application Form No.- 19384171 dated - 09/01/2023. After examining the application with respect to pollution angle, Consent to Establish (CTE) is granted subject to the compliance of following conditions :

1. Consent to Establish is being issued for following specific details :

A- Site along with geo-coordinates : 25.299897 & 83.013641

B- Main Raw Material :

Main Raw Material Details		
Name of Raw Material	**Raw Material Unit Name**	**Raw Material Quantity**
DEVELOPE OF TENT CITY WITH 125 TENTS IN 10 HECTARE AREA (PATCH-3)	Numbers/Day	125

C- Product with capacity :

Product Detail	
Name of Product	**Product Quantity**
DEVELOPE OF TENT CITY WITH 125 TENTS	125

D- By-Product if any with capacity :

By Product Detail			
Name of By Product	**Unit Name**	**Licence Product Capacity**	**Install Product Capacity**
NO NAY	Metric Tonnes/Day	00	00

2. Water Requirement (in KLD) and its Source :

Source of Water Details		
Source Type	**Name of Source**	**Quantity (KL/D)**
Other	PIPLENE	35.0

3. Quantity of effluent (In KLD) :

Effluent Details	
Source Consumption	Quantity (KL/D)
Domestic	35.0

4. Fuel used in the equipment/machinery Name and Quantity (per day) :

Fuel Consumption Details		
Fuel	Consumption(tpd/kld)	Use

5 For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.

2. You are directed to furnish the progress of Establishment of plant and machinery, green belt, Effluent Treatment Plant and Air pollution control devices, by 10th day of completion of subsequent quarter in the Board.
3. Copy of the work order/purchase order, regarding instruction and supply of proposed Effluent Treatment Plant/Sewerage Treatment Plant /Air Pollution control System shall be submitted by the industry till 08/01/2028 to the Board.
4. Industry will not start its operation, unless CTO is obtained under water (Prevention and control of Pollution) Act, I974 and Air (Prevention and control of Pollution)Act, 1981 from the Board.
5. It is mandatory to submit Air and Water consent Application,complete in all respect, four months before start of operation, to the U.P. Pollution Control Board.
6. Legal action under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act,1981 may be initiated against the industry With out any prior information,in case of non compliance of above conditions.

Specific Conditions:

1. This consent to establish is valid for Tent City Project "Lallooji and Sons Tent City" at Niraan the Tent City, Patch-3 Other Side of Ganga River, Katesar, Ramnaga Varanasi, U.P. by M/s Lallooji and Sons Tent City. The Project shall be constructed as per approved map from the competent authority. In case of any change in capacity, the project will have to intimate the Board. For any enhancement of the above, fresh Consent to Establish has to be obtained from U.P. State Pollution Control Board.

2. The Project Proponent shall install 4 nos. of DG sets of total capacity 125 KVA (4 X 125 KVA) for power back up in proposed Project. The DG sets will be equipped with acoustic enclosure to minimize noise generation and adequate stack height for proper dispersion.

3. The Project shall comply the provisions of Environment (Protection) Act 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended. The Project shall comply the provisions of Construction & Demolition Rules 2016 & MSW Rules 2016.

4. The Project shall comply the provisions of notification dt. 07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation GOI.

5. The Project shall abide by directions given by Hon'ble Supreme Court, High Court, National Green Tribunals, Central Pollution Control Board and Uttar Pradesh Pollution Control Board for protection and safeguard of environment from time to time.

6. Under the Noise Pollution (Regulation and Control) Rule 2000, the project shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75 dB(A) during day time and 70 dB(A). Project shall use clean fuel as far as possible.

7. The Project shall not start gaseous emission & sewage generation without prior consent of the Board.

8. Fixing of sprinklers and creation of green air barriers will be done to control fugitive dust emission and improve environment.

9. All approach roads & in campus roads should be sprinkled with water to suppress the dust emission.

10. In case of violation of above mentioned conditions or any public complaint the consent to establish shall be withdrawn in accordance with law.

11. The project shall submit first compliance report with respect to conditions imposed within 30 days of issue of this permission.

12. Concealing factual data or submission of false/fabricated data and failure to comply with any of the conditions mentioned above may result in withdrawal of this CTE and attract action under the provisions of Law.

Please note that consent to Establish will be revoked, in case of, non compliance ot any of the above mentioned conditions. Board reserves its right for amendment or cancellation of any of the conditions specified above. Industry is directed to submit its first compliance report regarding above mentioned specific and general conditions till 12/02/2023 in this office. Ensure to submit the regular compliance report otherwise this Consent to Establish will be revoked.

RAM KUMAR SINGH

Digitally signed by RAM KUMAR SINGH
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Chief Environmental Officer, Circle-6

Dated:- 12/01/2023

Copy To -

Regional Officer, U.P. Pollution Control Board, Varanasi for information and necessary action.

RAM KUMAR SINGH

Digitally signed by RAM KUMAR SINGH
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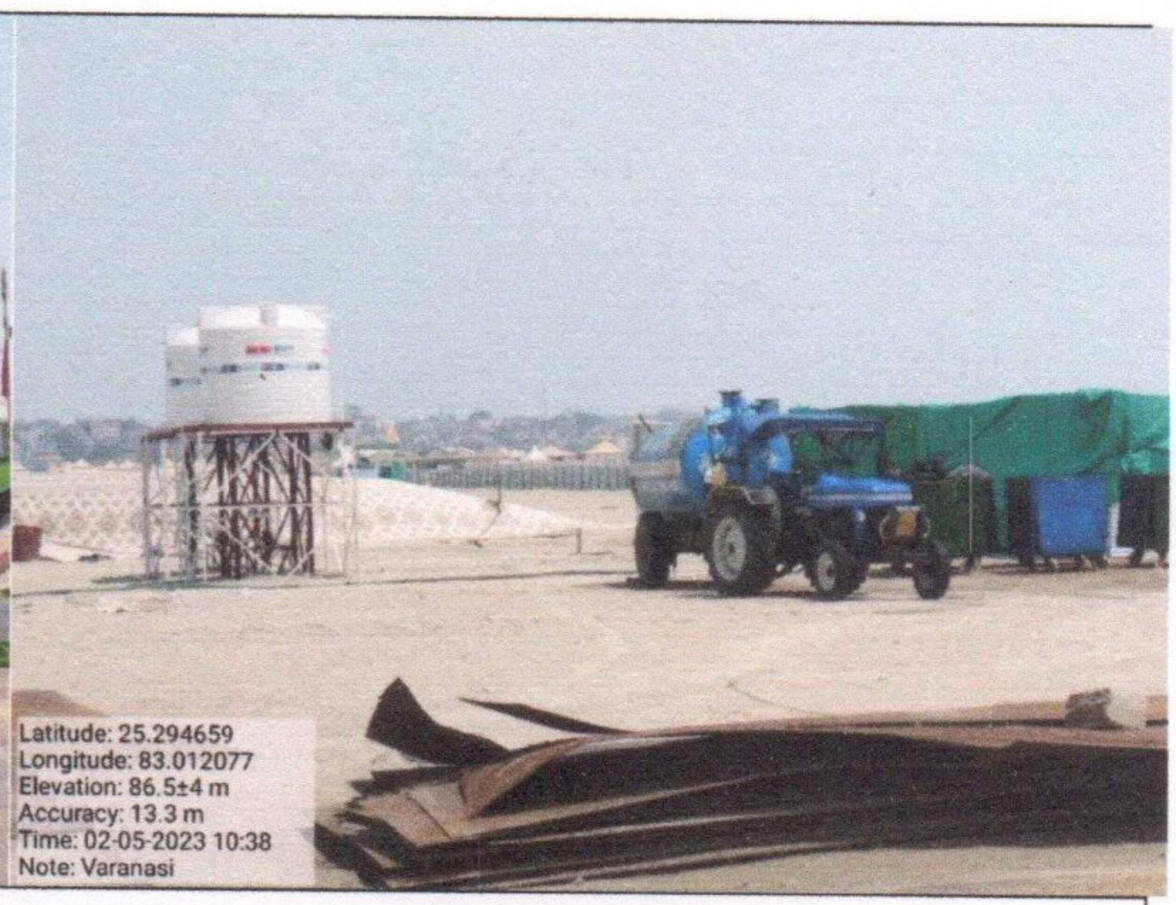
Chief Environmental Officer, Circle-6

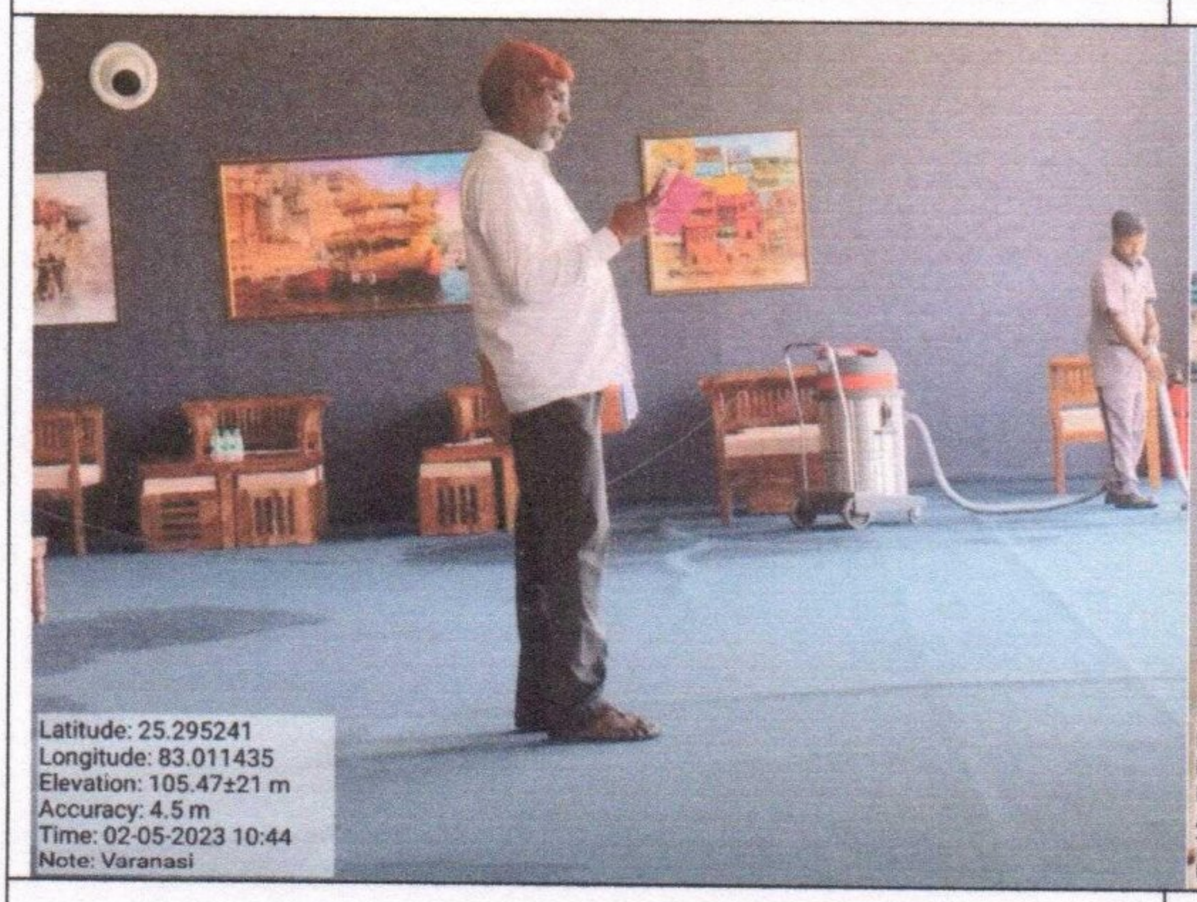
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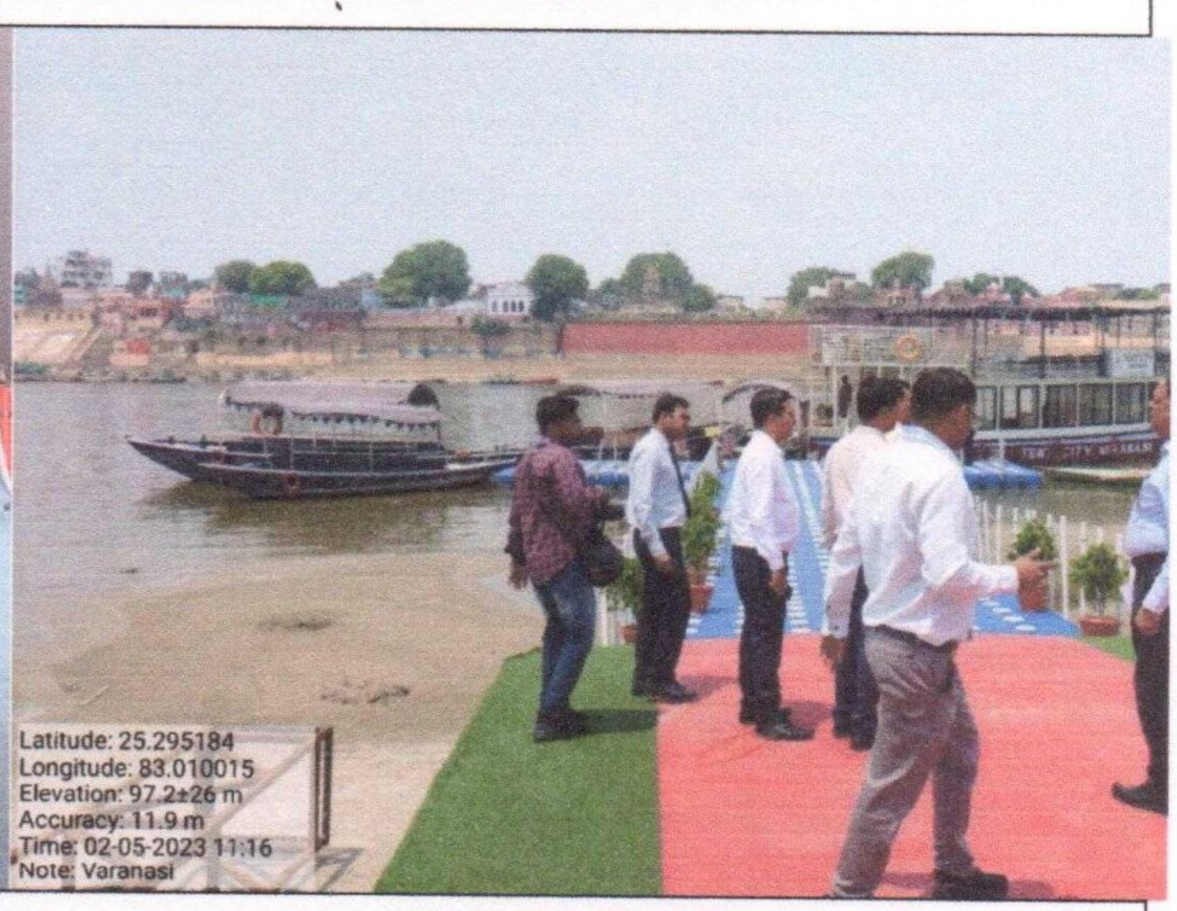
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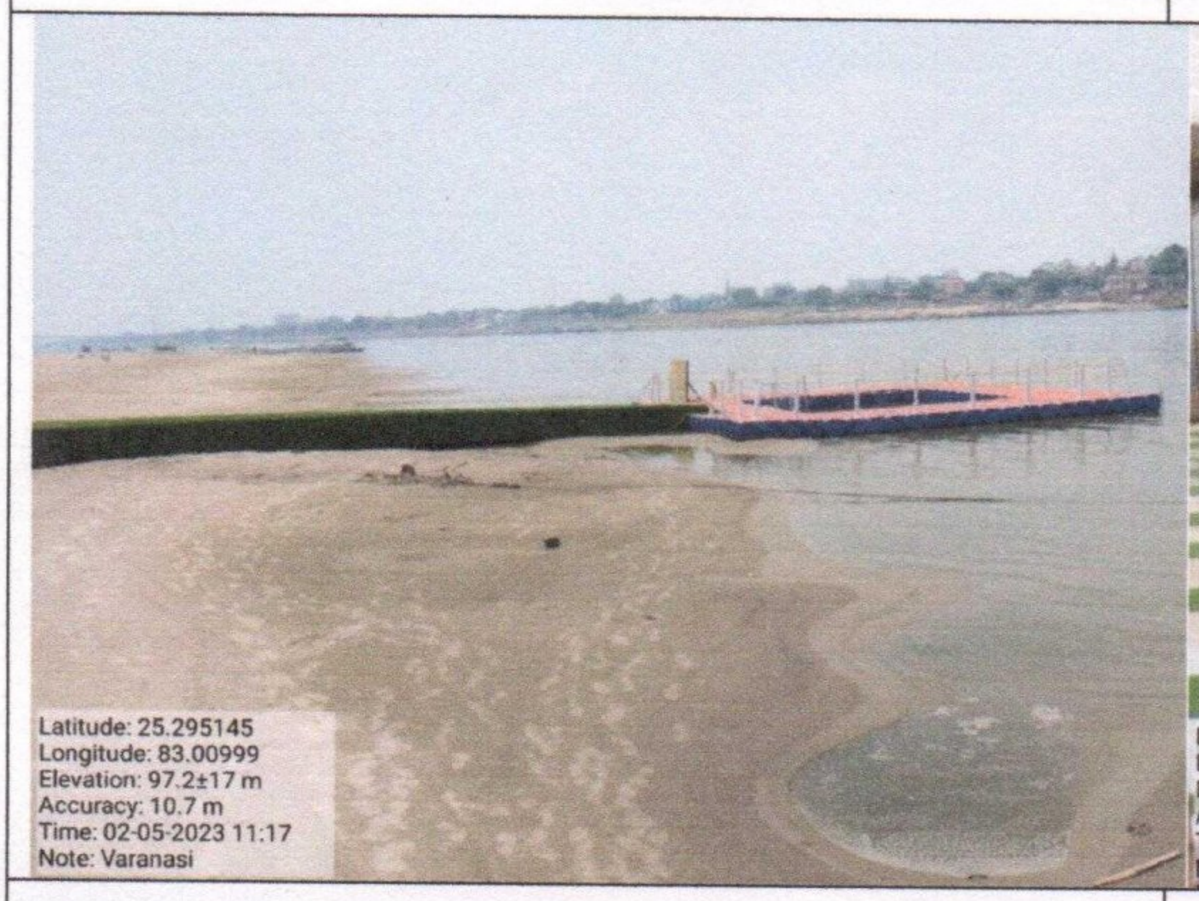
M/s Praveg Communications (I) Ltd.



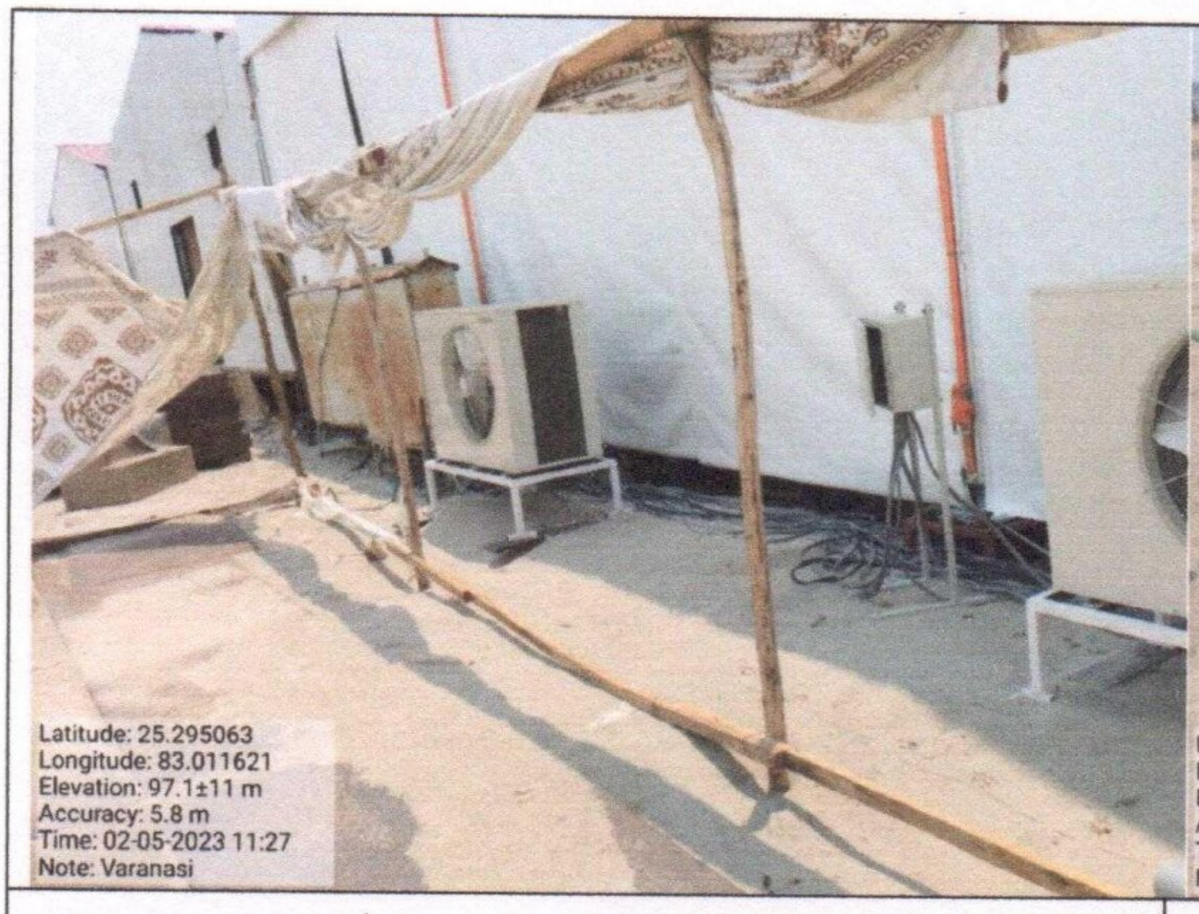






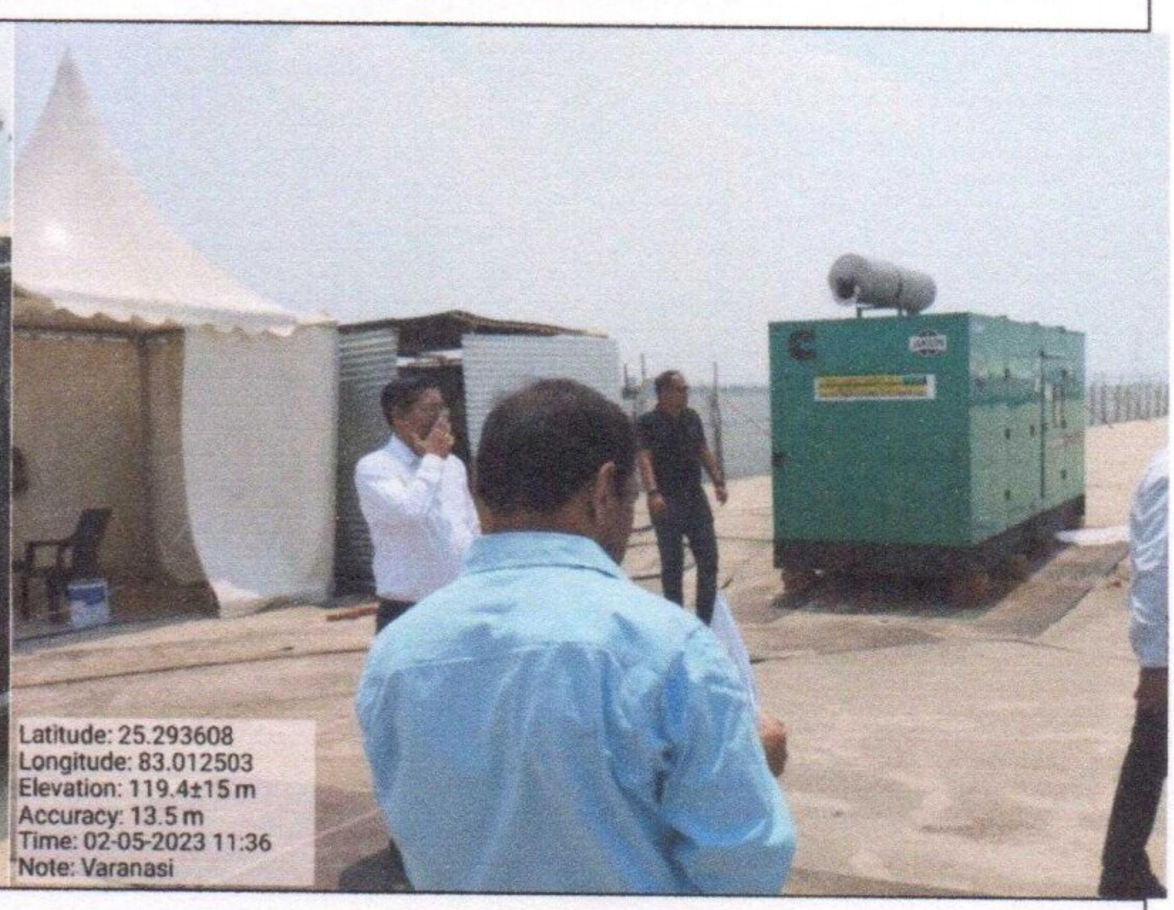




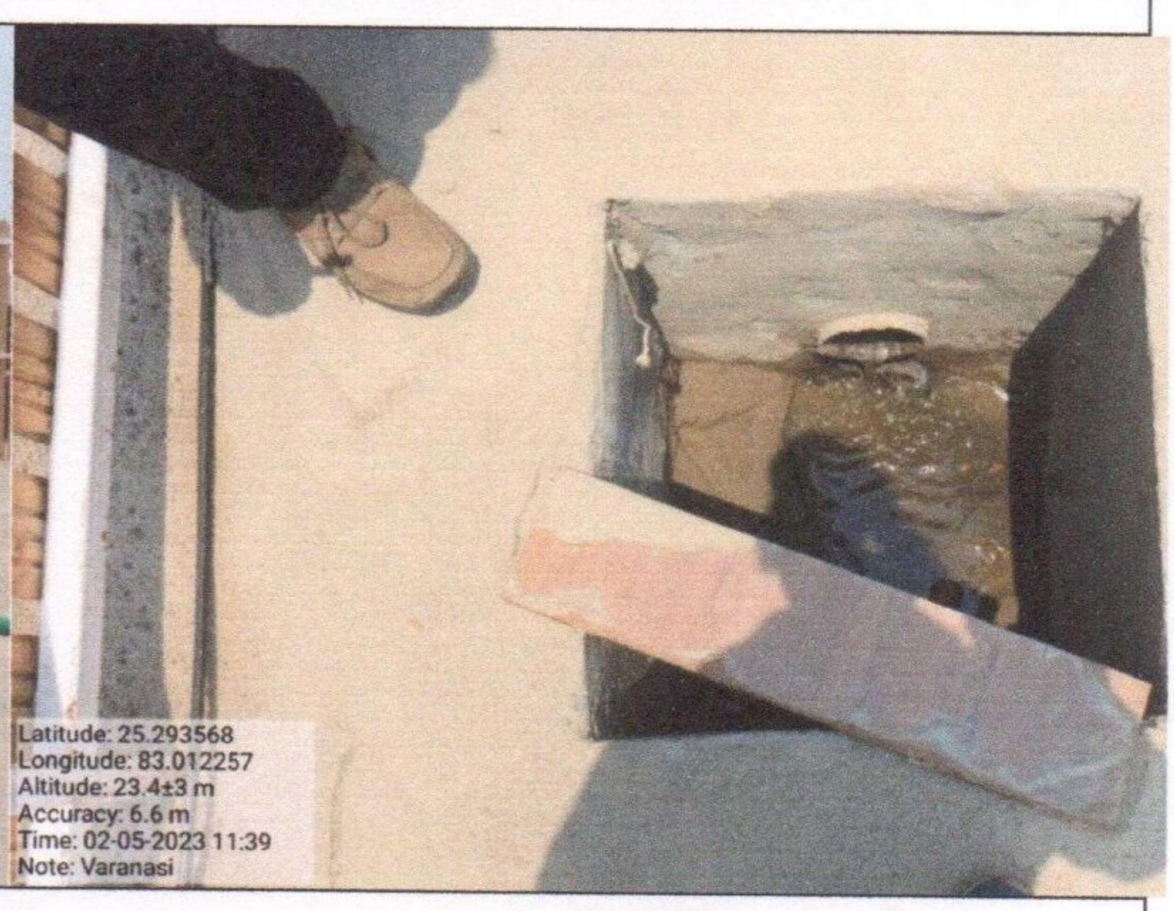

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Note: Varanasi


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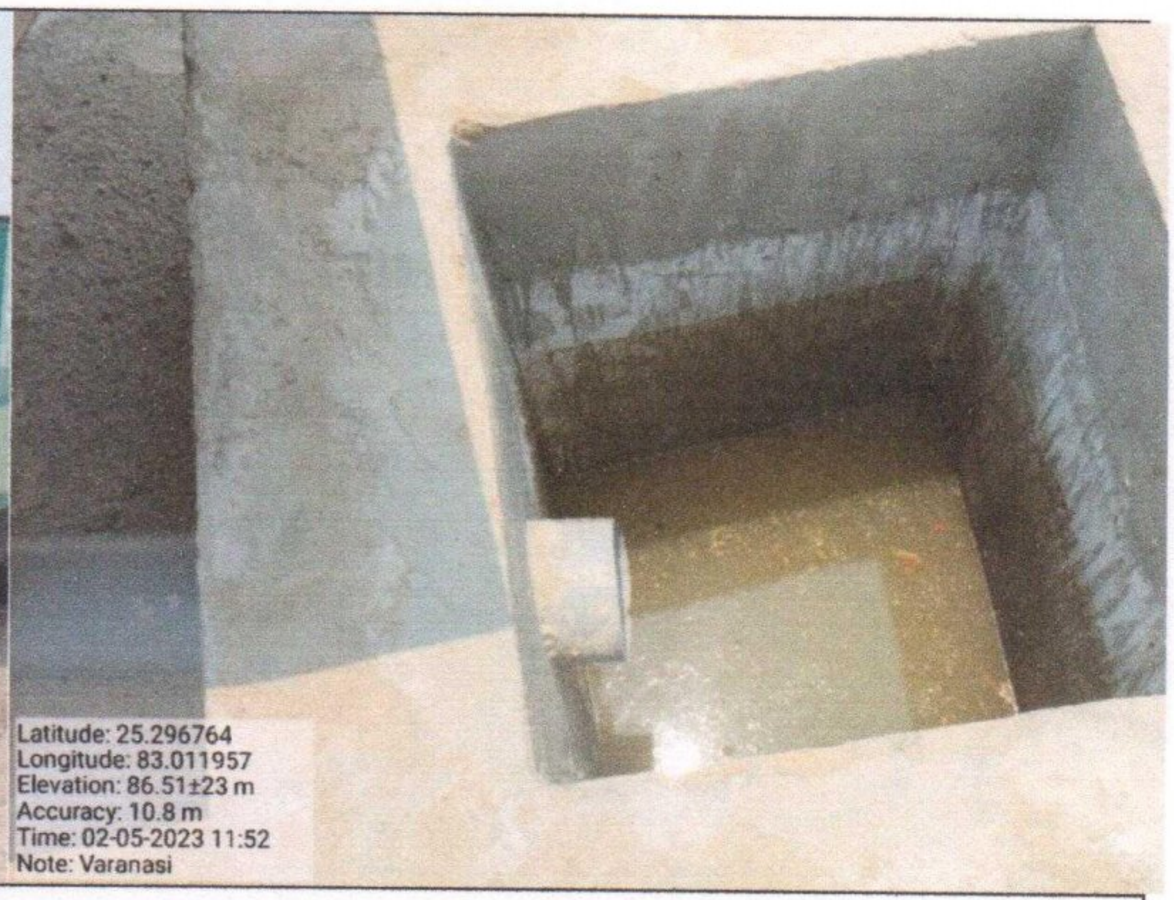

नगर निगम
वाराणसी
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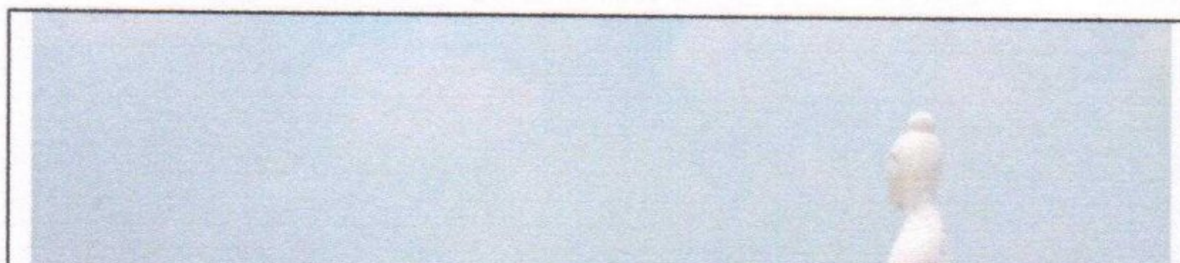

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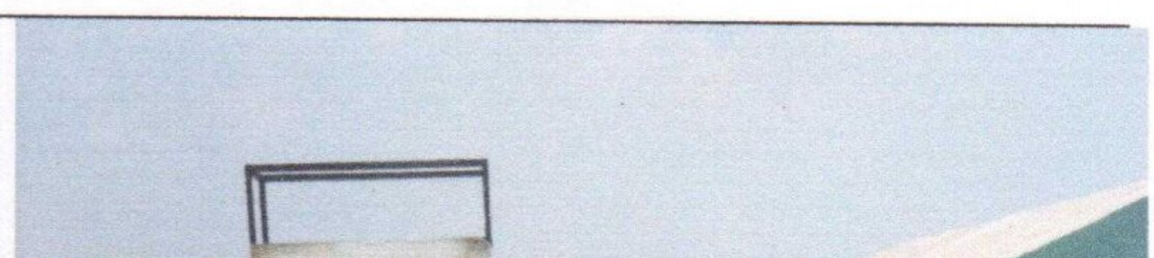

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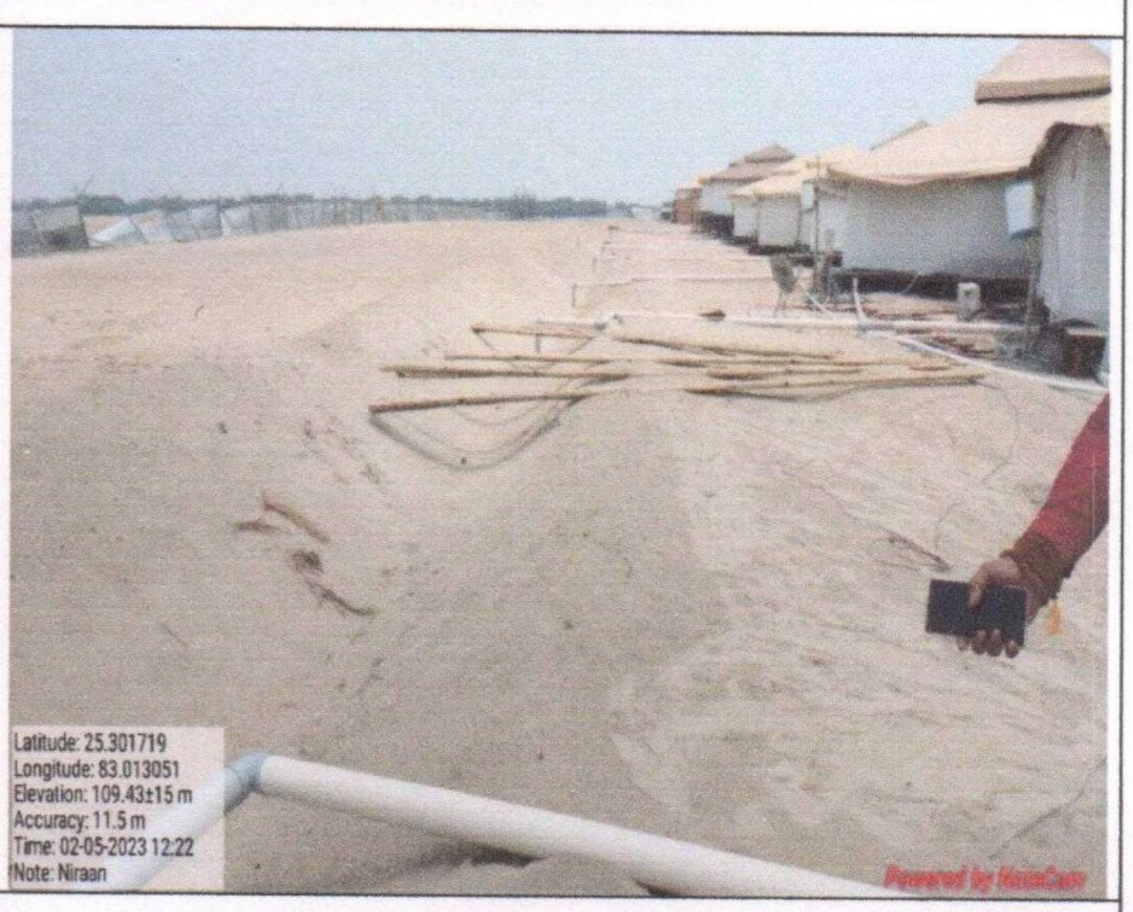


M/s Niraan the Tent City



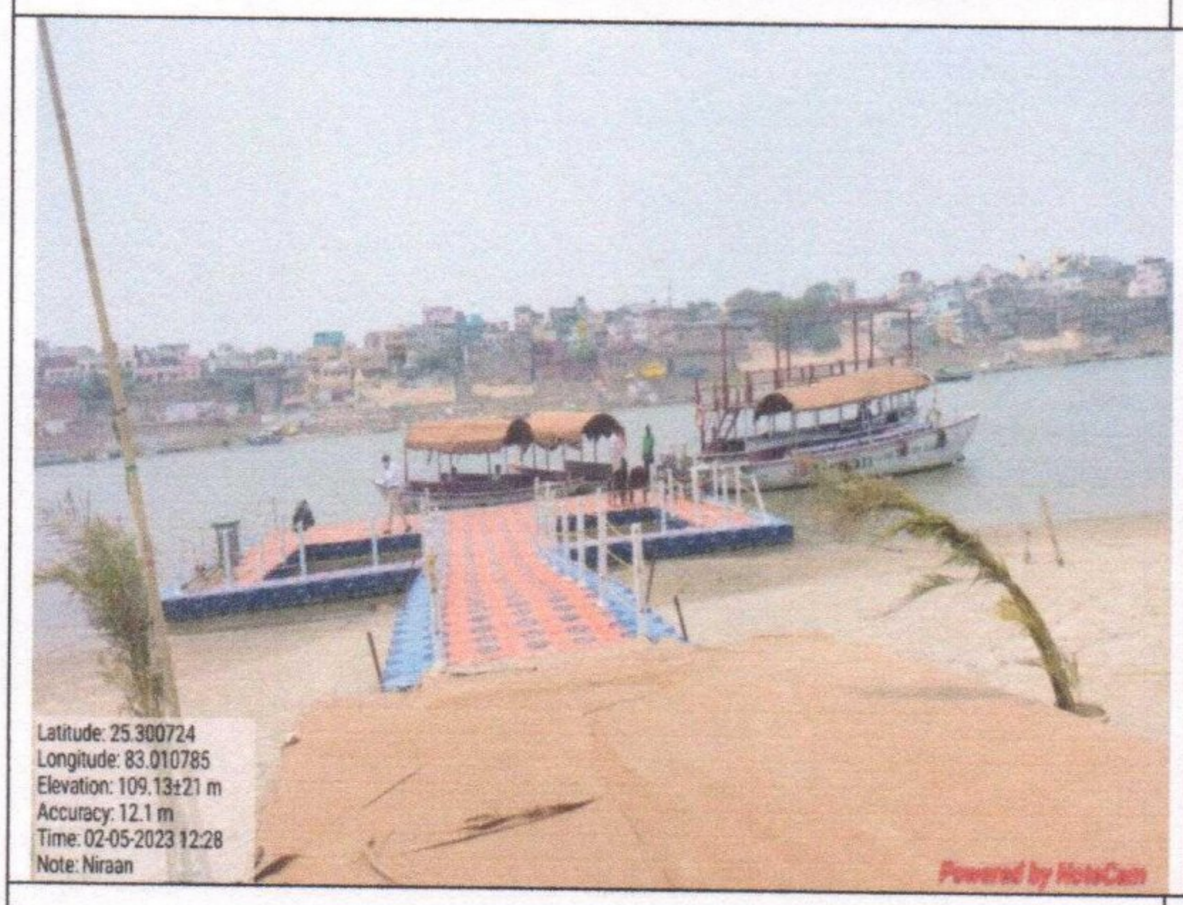


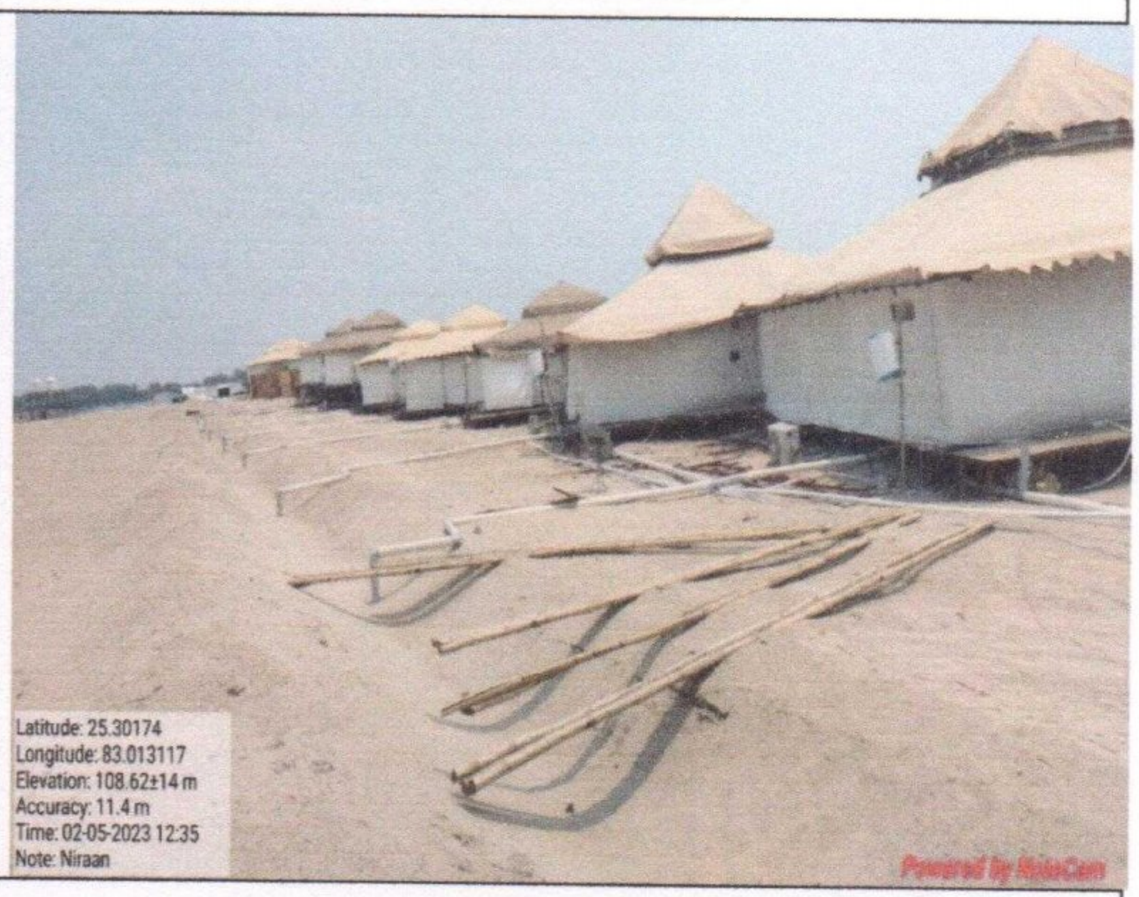


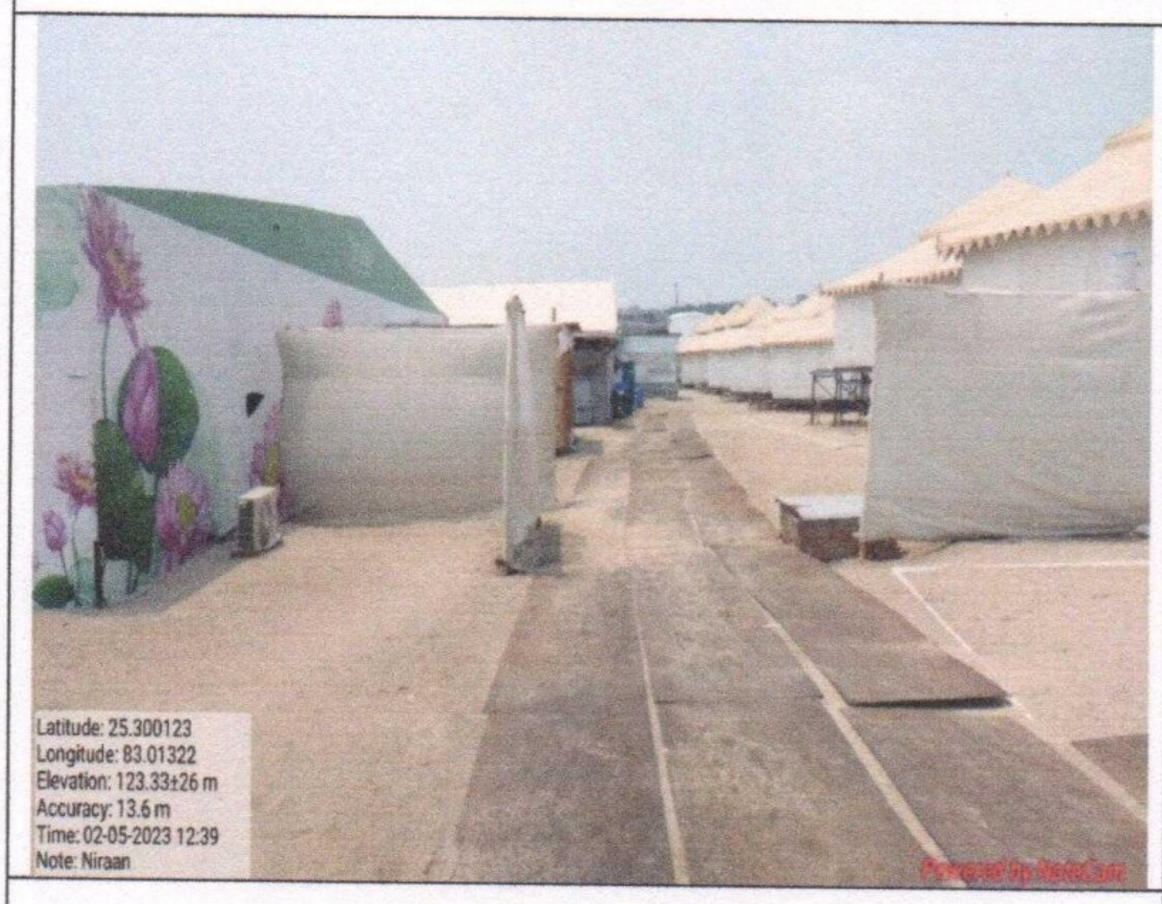


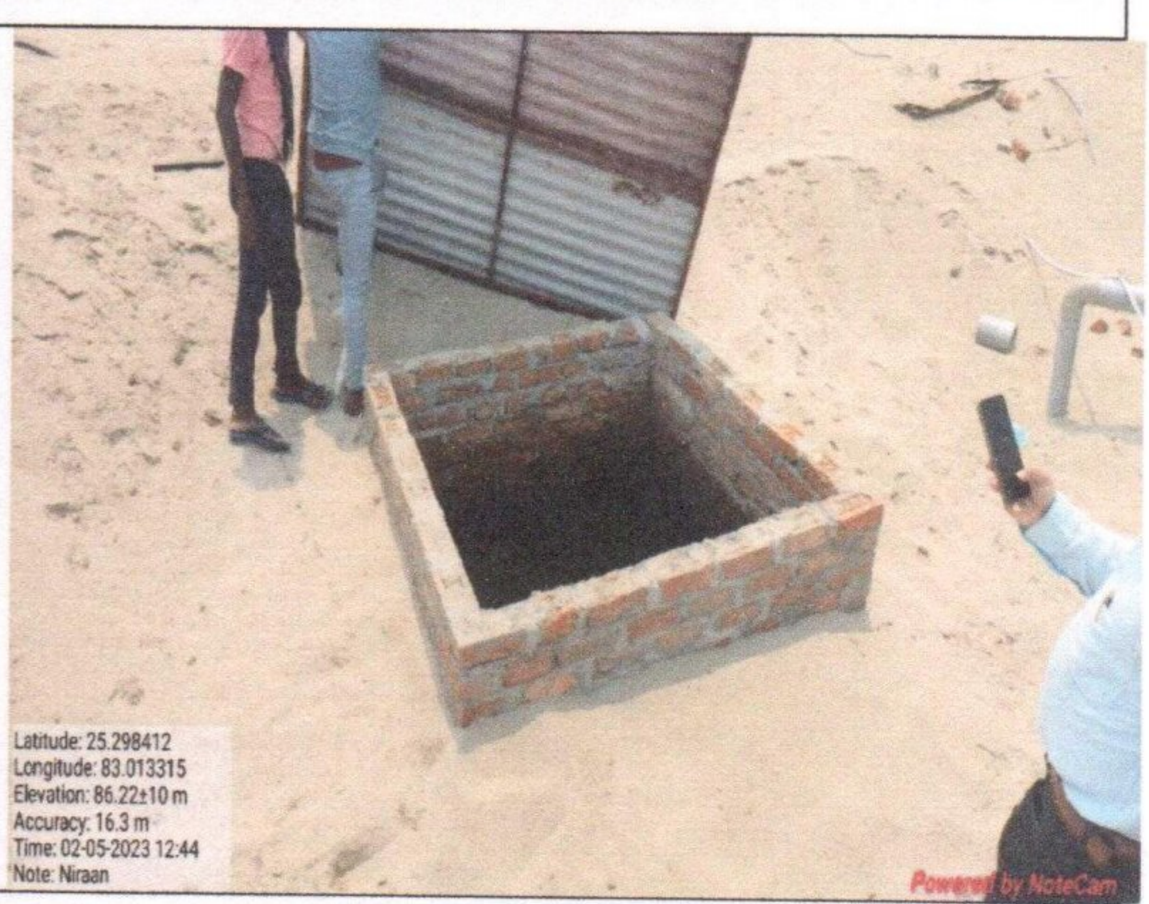

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Powered by NoteCam

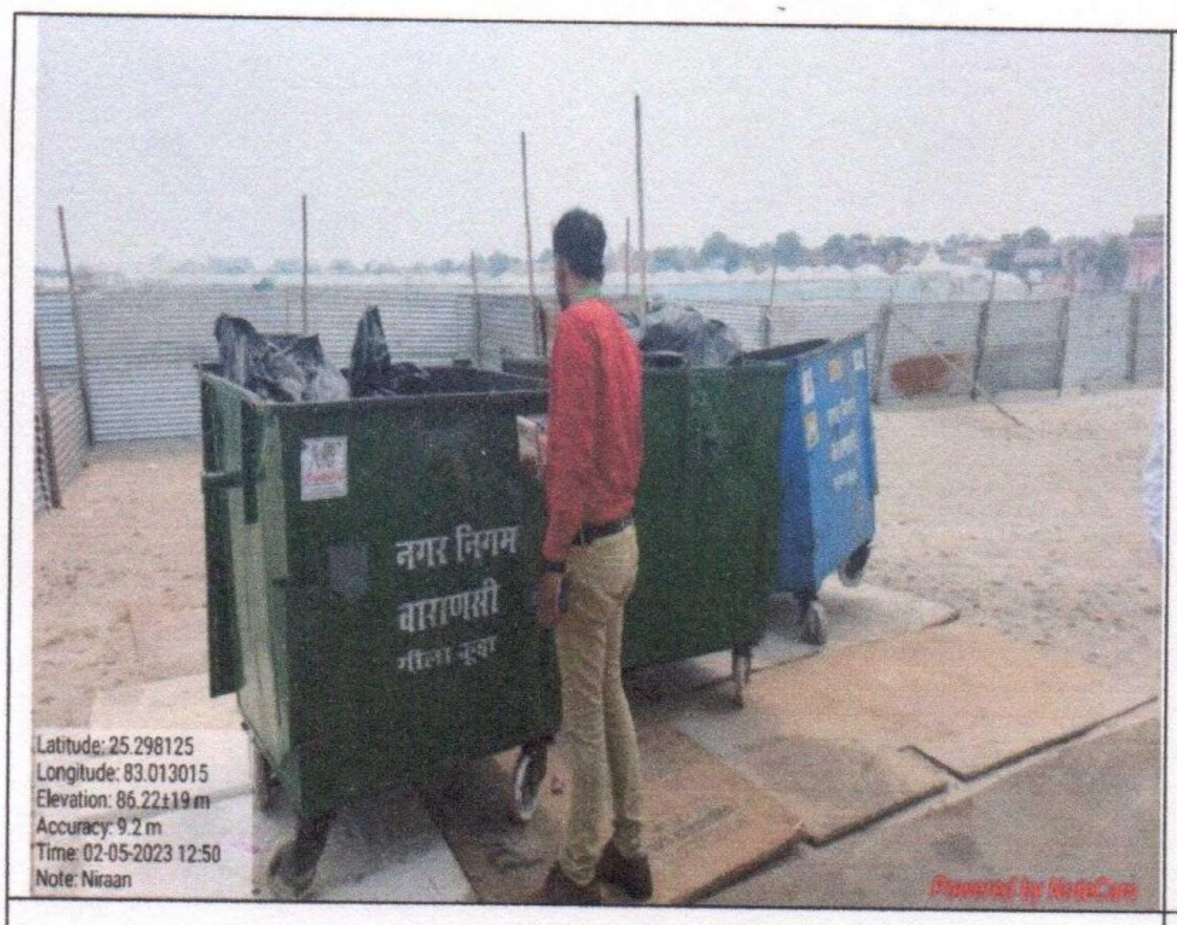

NIRAAN
THE TENT CITY
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Powered by NoteCam


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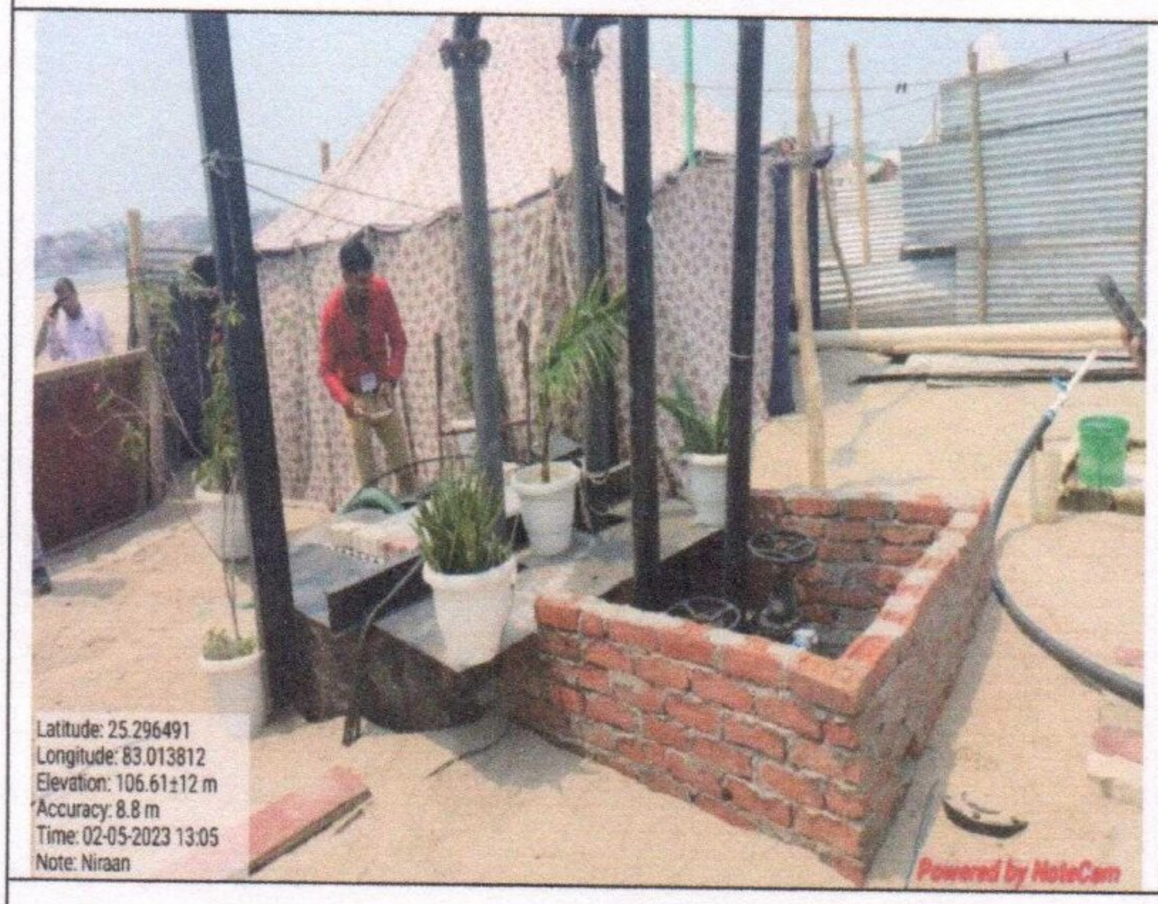

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Powered by NoteCam


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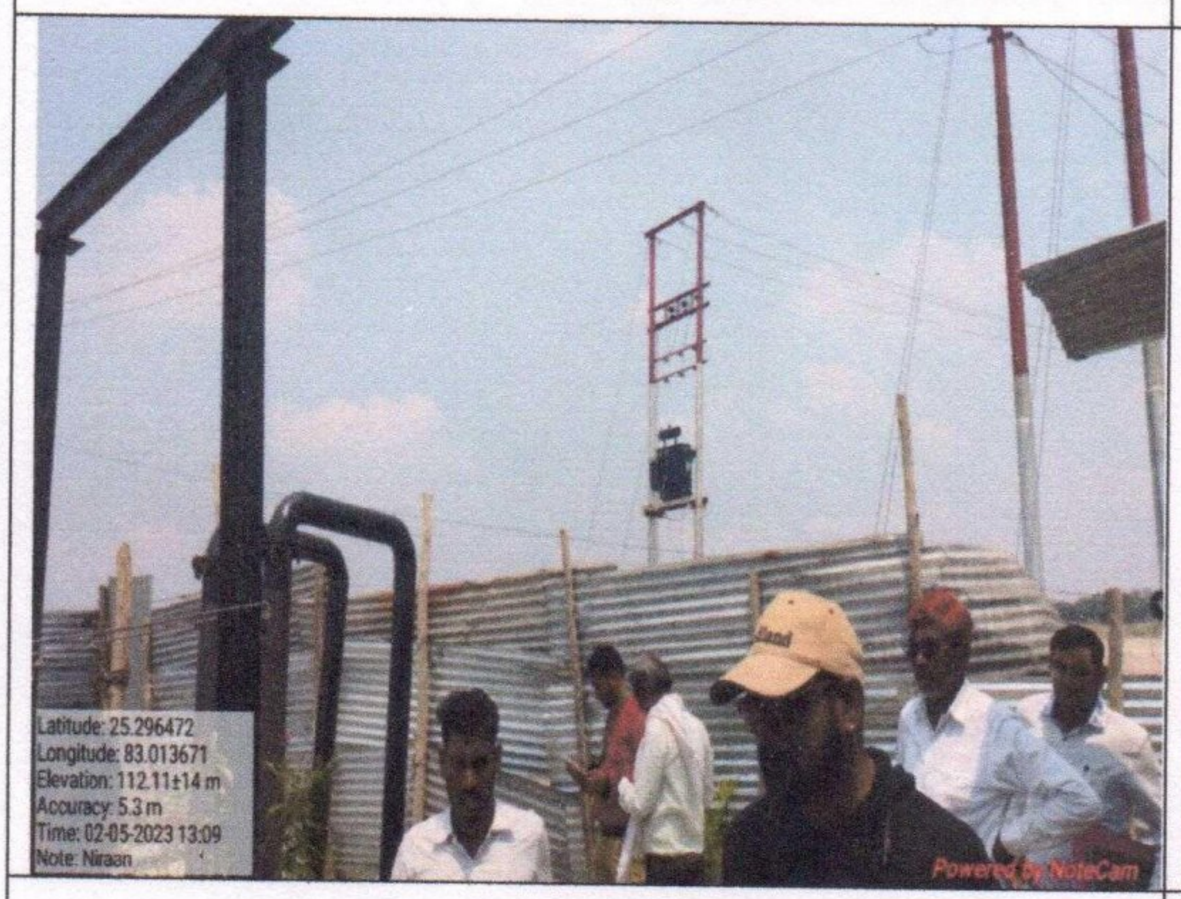

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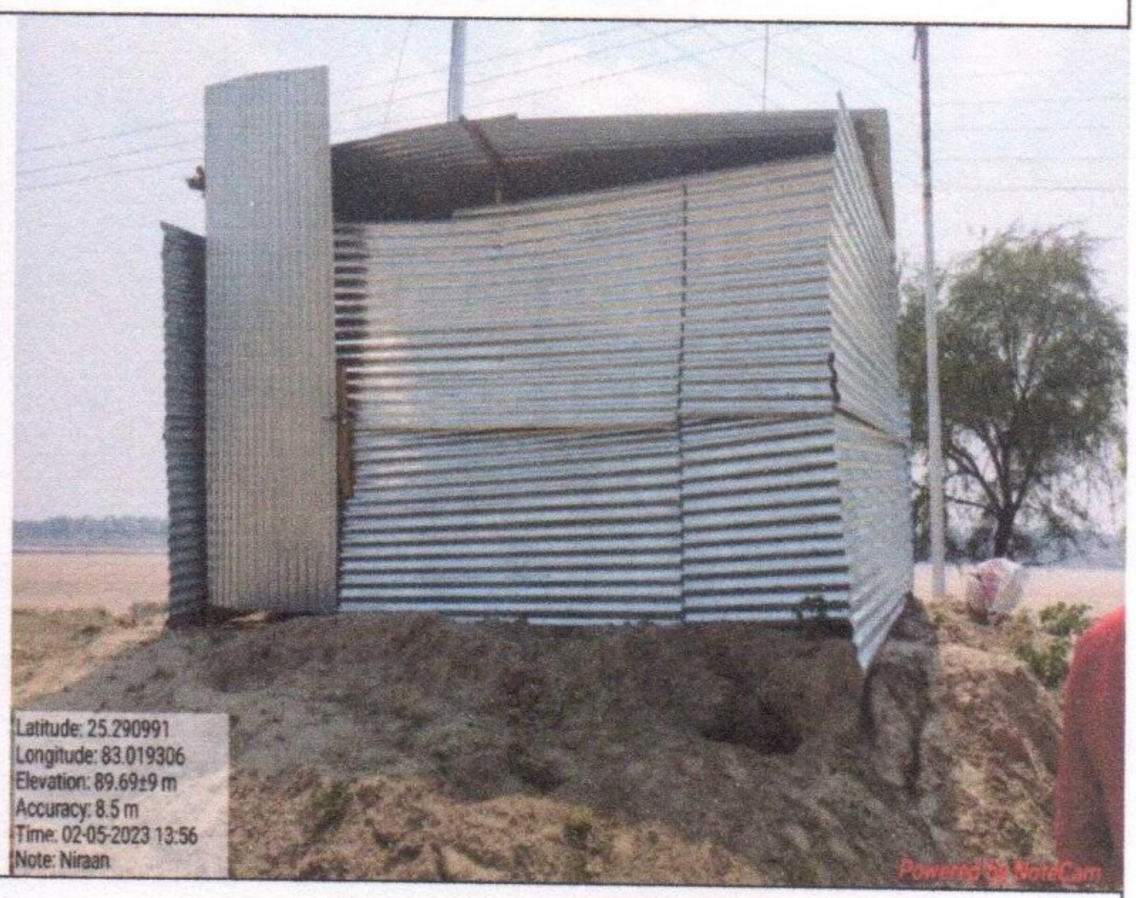

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Powered by NoteCam


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Powered by NoteCam


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Powered by NoteCam


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Powered by NoteCam


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Powered by NoteCam


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Powered by NoteCam

		(च) प्रधान सचिव, सार्वजनिक स्वास्थ्य इंजीनियरिंग विभाग, राज्य सरकार (नाम) सदस्य, पदेन
		(छ) अध्यक्ष (नाम) राज्य प्रदूषण नियंत्रण बोर्ड -सदस्य, पदेन
		(झ) (नाम) राज्य में कार्यान्वयन एजेंसी के चीफ ऐक्जीक्यूटिव अधिकारी- सदस्य, पदेन
		(ञ) वनों के प्रधान मुख्य संरक्षक, राज्य सरकार (नाम) -सदस्य, पदेन
		(ट) सरकार (नाम) द्वारा संबंधित क्षेत्रों से पांच विशेषज्ञों से अधिक मनोनीत नहीं किए जाएंगे।-सदस्य

[फा. सं. स्था.-01/2016-17/111/एनएमसीजी]

संजय कुंडू, संयुक्त सचिव

MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT, AND GANGA REJUVENATION

NOTIFICATION

New Delhi, the 7th October, 2016

S.O. 3187(E).—Whereas it is necessary to constitute authorities at Central, State and District levels to take measures for prevention, control and abatement of environmental pollution in River Ganga and to ensure continuous adequate flow of water so as to rejuvenate the River Ganga to its natural and pristine condition and for matters connected therewith or incidental thereto;

And whereas the River Ganga is of unique importance ascribed to reasons that are geographical, historical, socio-cultural and economic giving it the status of a National River;

And whereas the River Ganga has been facing serious threat due to discharge of increasing quantities of sewage, trade effluents and other pollutants on account of rapid urbanisation and industrialisation;

And whereas, the demand for water of River Ganga is growing for irrigation, drinking water supplies, industrial use and hydro-power due to increase in population, urbanisation, industrialisation, infrastructural development and taking into account the need to meet competing demands;

And whereas there is an urgent need-

(a) to ensure effective abatement of pollution and rejuvenation of the River Ganga by adopting a river basin approach to promote inter-State and inter-sectoral co-ordination for comprehensive planning and management;

(b) to maintain ecological flows in the River Ganga with the aim of ensuring continuous flows throughout its length so as to restore its ecological integrity that enables it to self rejuvenate;

(c) for imposing restrictions in areas abutting the River Ganga in which industries, operations or processes, or class of industries, operations or processes shall not be carried out or shall be carried out subject to certain safeguards;

(d) to make provision for inspection of any premises, plants, equipment, machineries, manufacturing or other processes, materials or substances and giving direction to the authorities, officers and persons as may be necessary to take steps, for prevention, control and abatement of environmental pollution in the River Ganga;

(e) for carrying out and sponsoring investigations and research relating to problems of environmental pollution in the River Ganga and examination of such manufacturing processes, material and substance as are likely to cause environmental pollution;

(f) for collection and dissemination of information in respect of matters relating to environmental pollution in the River Ganga and preparation of manual, codes or guide relating to the prevention, control and abatement of environmental pollution;

And whereas the State Governments concerned, being equally responsible for Ganga rejuvenation, are required to co-ordinate and implement the river conservation activities at the State level, and to take steps for comprehensive management of the River Ganga in their States;

And whereas it is required to have planning, financing, monitoring and coordinating authorities for strengthening the collective efforts of the Central Government and the State Governments and authorities under this Order for effective abatement of pollution and rejuvenation, protection and management of the River Ganga;

Now, therefore, in exercise of the powers conferred by sub-section (1), read with clauses (i), (ii), (v), (vi), (vii), (viii), (ix), (x), (xii) and (xiii) of sub-section (2) and (3) of section 3 and sections 4,5,9,10,11, 19, 20 and 23 of the Environment (Protection) Act, 1986 (29 of 1986) (hereinafter referred to as the Act) and in supersession of the notifications of the Government of India in the erstwhile Ministry of Environment and Forests numbers S.O.1111(E), dated the 30th September, 2009, S.O. 2493 (E), dated the 30th September, 2009, S.O. 2494 (E), dated the 30th September 2009, S.O. 2495 (E), dated the 30th September 2009, S.O. 287 (E) dated the 8th February, 2010 and in the Ministry of Water Resources, River Development and Ganga Rejuvenation No. S.O. 2539 (E), dated the 29th September 2014, except as respects things done or omitted to be done before such supersession, the Central Government hereby------

(i)constitutes the authorities by the names mentioned in this Order for the purpose of exercising and performing such of the powers and functions (including the power to issue directions under section 5 of the Act and for taking measures with respect to the matters as mentioned in this Order;

(ii))directs, subject to the supervision and control of the Central Government and the provisions of this Order, such authority or authorities as specified in this Order that shall exercise the powers or perform the functions or take the measures so mentioned in this Order as if such authorities had been empowered by the Act to exercise those powers, perform those functions, or take such measures;

(iii)directs that all its powers and functions (except the power to constitute any authority under sub-section (3) of section 3 and to make rules under the sections 6 and 25 of the Act) under any provision of the Act shall, in relation to River Ganga and matters connected therewith, be exercisable and discharged also by the authorities constituted by this Order and by the officers specified in this Order, subject to such conditions and limitations and to the extent as specified in this Order.

1.Short title and commencement. – (1) This Order may be called the River Ganga (Rejuvenation, Protection and Management) Authorities Order, 2016.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. Applicability.- This Order shall apply to the States comprising River Ganga Basin, namely, Himanchal Pradesh, Uttarakhand, Uttar Pradesh, Madhya Pradesh, Chhattisgarh, Bihar, Jharkhand, Haryana, Rajasthan, West Bengal and the National Capital Territory of Delhi and such other States, having major tributaries of the River Ganga as the National Council for Rejuvenation, Protection and Management of River Ganga may decide for the purpose of effective abatement of pollution and rejuvenation, protection and management of the River Ganga.

3.Definitions.- (1) In this Order, unless the context otherwise requires, -

(a) "Act" means the Environment (Protection) Act, 1986 (29 of 1986);

(b)"Basin" means the entire catchment of a water body or water course including the soil, water, vegetation and other natural resources in the area and includes land, water, vegetation and other natural resources on a catchment basis;

(c)"Buffer Area" means an area which extends beyond the flood plain of a stream;

(d)"catchment" or ""catchment area "includes the entire land area whose runoff from rain, snow or ice drains into a water body or a water course, before the water course joins River Ganga or its tributaries or discharges water into River Ganga or its tributaries;

(e)"commercial fishing" means large scale fishing for commercial purposes by nets, poisoning, or other modern fishing gear or methods in River Ganga or its tributaries;

(f) Competent authority means "Central Government"

(g)"deforestation" means removal or reduction of forest cover, especially when caused by anthropogenic activities or removal of trees and other vegetation of a forest excluding a planned clearance for scientific management of forest in particular in the catchment area of River Ganga;

(h)"degraded forest" means a forest having loss or reduction of native forest cover or vegetation density in the catchment area abutting River Ganga or its tributaries;

(i)"direction" shall mean direction issued under section 5 of the Act and the expression "direct" shall be construed accordingly;

(j) "District Ganga Committee" means the District Ganga Protection Committee mentioned in paragraph 53;

(k)"engineered diversion" means a structure or device constructed or installed to transfer the water of River Ganga or its tributaries into canals or other engineering structures;

(l)"flood plain" means such area of River Ganga or its tributaries which comes under water on either side of it due to floods corresponding to its greatest flow or with a flood of frequency once in hundred years;

(m)"Ghat" means sloping part at Bank of River Ganga or its tributaries with artificially constructed steps or sloping piece of land used for providing easy human access to water of River Ganga or its tributaries and includes usage of such parts for religious or other related purposes;

(n)"local authority" includes Panchayati raj institutions, municipalities, a district board, cantonment board, town planning authority or Zila Parishad or any other body or authority, by whatever name called, for the time being invested by law, for rendering essential services or with the control and management of civic services, within a specified local area;

(o)"National Mission for Clean Ganga" means the authority mentioned in paragraph 31.

(p) "notification" means a notification published in the Official Gazette and the expression 'notifying' shall be construed accordingly;

(q)"offensive matter" consists of solid waste which includes animal carcasses, kitchen or stable refuse, dung, dirt, putrid or putrefying substances and filth of any kind which is not included in the sewage;

(r)"person" include ----

(i)an individual or group or association of individuals whether incorporated or not;

(ii)a company established under the Companies Act, 2013 (18 of 2013);

(iii)any corporation established by or under any Central or State Act;

(iv)a local authority;

(v) every juridical person not falling within any of the preceding sub-clauses;

(s)"River Bed" means the dried portion of the area of River Ganga or its tributaries and includes the place where the River Ganga or its tributaries run its course when it fills with water and includes the land by the side of River Ganga or its tributaries which retains the water in its natural channel, when there is the greatest flow of water;

(t) "River Bed Farming" includes seasonal agriculture or farming on the River Bed of River Ganga or its tributaries during low flows of water;

(u)"River Ganga" means the entire length of six head-streams in the State of Uttarakhand namely, Rivers Alakananda, Dhauli Ganga, Nandakini, Pinder, Mandakini and Bhagirathi starting from their originating glaciers up to their respective confluences at Vishnu Prayag, Nand Prayag, Karn Prayag, Rudra Prayag, and Dev Prayag as also the main stem of the river thereafter up to Ganga Sagar including Prayag Raj and includes all its tributaries;

(v) "rubbish" means ashes, broken brick, mortar, broken glass, dust or refuse of any kind and includes filth;

(w) "sand mining" means large scale removal of river sand from the dried channel belt, flood plain or a part of River Ganga or its tributaries;

(x) "sewage effluent" means effluent from any sewerage system or sewage disposal works and includes sewage from open drains;

(y) "sewerage scheme" means any scheme which a local authority may introduce for removal of sewage by flushing with water through underground closed sewers;

(z) "Schedule" means Schedule appended to this Order;

(za) "specified District" means an area of every District abutting the River Ganga, being within a radius of fifteen kilometers of the Ganga River Bank or its tributaries in the States of Himachal Pradesh, Uttarakhand, Uttar Pradesh, Madhya Pradesh, Chhattisgarh, Bihar, Jharkhand, Haryana, Rajasthan, West Bengal and the National Capital Territory of Delhi and such other States, having major tributaries of the River Ganga as referred to in this Order;

(zb) "State Ganga Committee" means the State Ganga Rejuvenation, Protection and Management Committee constituted under this Order for each of the States mentioned in paragraph 2.

(zc) State Ganga River Conservation Authority means an authority earlier constituted in each State under the Act as follows, namely:-

(i) the Bihar State Ganga River Conservation Authority constituted by the notification of the Government of India in the Ministry of Environment and Forests number S.O287 (E), dated 8th February 2010;

(ii) the Jharkhand State Ganga River Conservation Authority constituted by the notification of the Government of India in the Ministry of Environment and Forests number S.O2495(E), dated 30th September 2009;

(iii) the Uttarakhand State Ganga River Conservation Authority constituted by the notification of the Government of India in the Ministry of Environment and Forests number S.O 1111 (E), dated 30th September 2009;

(iv) the Uttar Pradesh State Ganga River Conservation Authority constituted by the notification of the Government of India in the Ministry of Environment and Forests number S.O2493 (E), dated 30th September 2009; and

(v) the West Bengal State Ganga River Conservation Authority constituted by the notification of the Government of India in the Ministry of Environment and Forests number S.O2494 (E), dated 30th September 2009.

(zd) "stream" includes river, water course (whether flowing or for the time being dry), inland water (whether natural or artificial) and sub-terrain waters;

(ze) "tributaries of River Ganga" means those rivers or streams which flow into River Ganga and includes Yamuna River, Son River, Mahananda River, Kosi River, Gandak River, Ghaghara River and Mahakali River and their tributaries or such other rivers which National Council for Rejuvenation Protection and Management of River Ganga may, by notification, specify for the purposes of this Order.

2. The words and expressions used herein and not defined but defined in the Environment (Protection) Act, 1986 (29 of 1986) shall have the meanings respectively assigned to them in the Act.

4. Principles to be followed for rejuvenation, protection and management of River Ganga. – (1) The following principles shall be followed in taking measures for the rejuvenation, protection and management of River Ganga, namely:-

(i) the River Ganga shall be managed as a single system;

(ii) the restoration and maintenance of the chemical, physical, and biological quality of the waters of River Ganga shall be achieved in a time bound manner;

(iii) the River Ganga shall be managed in an ecologically sustainable manner;

(iv) the continuity of flow in the River Ganga shall be maintained without altering the natural seasonal variations;

(v) the longitudinal, lateral and vertical dimensions (connectivities) of River Ganga shall be incorporated into river management processes and practices;

(vi) the integral relationship between the surface flow and sub-surface water (ground water) shall be restored and maintained;

(vii) the lost natural vegetation in catchment area shall be regenerated and maintained;

(viii) the aquatic and riparian biodiversity in River Ganga Basin shall be regenerated and conserved;

(ix) the bank of River Ganga and its flood plain shall be construction free Zone to reduce pollution sources, pressures and to maintain its natural ground water recharge functions;

(x) the public participation in rejuvenation, protection and management,revision and enforcement of any regulation, standard, effluent limitation plan, or programme for rejuvenation, protection and management shallbe encouraged and made an integral part of processes and practices of

River Ganga rejuvenation, protection and management.

(2)National Mission for Clean Ganga may, having regard to the needs of the people of the country, advances in technology and socio economic conditions of the people and to preserve the rich heritage of national composite culture, specify additional principles in addition to the principles specified under sub-paragraph (1).

5.Ecological flow of water in River Ganga to be maintained. – (1) Every State Government, shall endeavor to ensure that uninterrupted flows of water are maintained at all times in River Ganga as required under clause (iv) of paragraph (4).

(2) Every State Government shall also endeavor to maintain adequate flow of water in River Ganga in different seasons to enable River Ganga to sustain its ecological integrity and to achieve the goal, all concerned authorities shall take suitable actions in a time bound manner.

(3) For the purposes of this paragraph, the average flow of water shall be determined by such Hydrology Observation Stations at such points of the River Ganga, as may be specified by the National Mission for Clean Ganga:

Provided that the average flow of water in River Ganga may, having regard to ecology, be determined by the National Mission for Clean Ganga for different points of River Ganga.

6. Prevention, control and abatement of environmental pollution in River Ganga and its tributaries.- (1) No person shall discharge, directly or indirectly, any untreated or treated sewage or sewage sludge into the River Ganga or its tributaries or its banks:

Provided that where a local authority does not have, on the date of commencement of this Order, sewerage scheme or infrastructure for collection, storage, transportation and disposal of sewage or sewage sludge or such infrastructure is not functional on the said date in an area abutting the River Ganga or its tributaries, every such local authority shall, within a period, specified by National Mission for Clean Ganga from the date of commencement of this Order, develop such infrastructure or make such infrastructure functional, as the case may be, for collection, storage, transportation and disposal of sewage in the territorial area of the local authority.

(2) No person shall discharge, directly or indirectly, any untreated or treated trade effluent and industrial waste, bio-medical waste, or other hazardous substance into the River Ganga or its tributaries or on their banks:

Provided further that where an industry or industrial area management does not have, on the date of commencement of this Order, industrial effluent treatment scheme or infrastructure for collection, storage, transportation and disposal of trade effluents industrial waste, bio-medical waste, or other hazardous substance, etc. or such infrastructure is not functional on the said date in an area abutting the River Ganga or its tributaries, every such industry or industrial area management shall, within a period so specified by the National Mission for Clean Ganga from the date of commencement of this Order, develop such infrastructure or make such infrastructure functional, as the case may be, for collection, storage, transportation and disposal of trade effluent and industrial waste, bio-medical waste, or other hazardous substance in the jurisdiction of the industry or industrial area management.

(3) No person shall construct any structure, whether permanent or temporary for residential or commercial or industrial or any other purposes in the River Ganga, Bank of River Ganga or its tributaries or active flood plain area of River Ganga or its tributaries:

Provided that in exceptional circumstances like natural calamities or religious events at traditional locations, temporary structures can be raised after prior permission of the National Mission for Clean Ganga acting through the State Ganga Committee and the District Ganga Committee:

Provided further that in case any such construction has been completed, before the commencement of this Order, in the River Bank of River Ganga or its tributaries or active flood plain area of River Ganga or its tributaries, the National Mission for Clean Ganga shall review such constructions so as to examine as to whether such constructions are causing interruption in the continuous flow of water or pollution in River Ganga or its tributaries, and if that be so, it shall cause for removing them.

(4) No person shall do any act or carry on any project or process or activity which, notwithstanding whether such act has been mentioned in this Order or not, has the effect of causing pollution in the River Ganga.

(5) It shall be the duty of the National Mission for Clean Ganga, every Specified State Ganga Committee or specified District Ganga Protection Committee, local authority and all other authorities and persons to disseminate widely and bring to public notice, using various means, information captured in reports and the aforesaid measures in the local language in every village, town, city and other areas abutting River Ganga and its tributaries.

7. Emergency measures in case of pollution of River Ganga or its tributaries --- If any poisonous, noxious or polluting matter is present or has entered into the River Ganga due to any accident or other unforeseen act or event, and it is necessary or expedient to take immediate action, the National Mission for Clean Ganga shall take immediate action for carrying out such operations or direct for carrying out such operations by the specified State Ganga Committee or specified District Ganga Committee or local authority or any other authority or Board or Corporation, as it may consider necessary for all or any of the following purposes, namely; -

(a)the manner of removing the matter from River Ganga and disposing it off in such a manner as it may specify, as also, for carrying out such operations as is considered appropriate for mitigation or removal of any pollution caused by such matter;

(b) issuing directions restraining or prohibiting any person concerned from discharging any poisonous, noxious or polluting matter in the River Ganga;

(c) undertaking any additional work or functions as may be necessary to address such emergency.

8. Power to issue directions. - The National Mission for Clean Ganga shall, in the exercise of its powers and performance or its functions under this Order, issue such directions in writing as it may consider necessary for abatement of pollution and rejuvenation, protection and management of the River Ganga to the concerned authority or local authority or other authorities or Board or Corporation or person and they shall be bound to comply with such directions.

9. Ganga safety audit.- Every District Ganga Committee shall cause the Ganga safety audit to be carried out by such Ganga Safety Auditors within such time frame and in accordance with such protocols as may be specified by the

National Mission for Clean Ganga for the area of the River Ganga abutting such district and forward the copy of the report of such safety audit along with remedial action taken thereon to the concerned State Ganga Committee and the National Mission for Clean Ganga, which shall take appropriate action thereon, if required.

10. Pollution in River Ganga and its tributaries to be monitored.- (1) The pollution in River Ganga and its tributaries shall be monitored by the National Mission for Clean Ganga on its own or by directions through various State and Central Government agencies by use of satellite imagery and other remote sensing technologies as well as physical stations, online monitoring and independent agencies at a periodicity to be specified by it.

(2) Notwithstanding the provisions of sub-paragraph (1), the Central Government may assign the function of monitoring of pollution in River Ganga and its tributaries to any other agency or body or direct, having regard to advances in technology, to monitor the aforesaid pollution in River Ganga and its tributaries by adopting any other technique or method, as may be specified in the direction.

11. Constitution of National Council for Rejuvenation, Protection and Management of River Ganga. - With effect from the date of commencement of this Order, there shall be constituted an authority by the name to be called the National Council for Rejuvenation, Protection and Management of River Ganga, (hereinafter in this Order called as the National Ganga Council) for the purposes of the Act and to exercise powers and discharge functions as specified in this Order and the Act.

12.Composition of National Ganga Council.-The National Ganga Council shall consist of the following members, namely:-	
(a)Prime Minister	*-Chairperson ,ex-officio*
(b) Union Minister for Water Resources, River Development and Ganga Rejuvenation	*- Vice-Chairperson, ex-officio*
(c)Union Minister for Environment, Forests and Climate Change	*- Member, ex-officio;*
(d)Union Minister for Finance	*- Member, ex-officio;*
(e)Union Minister for Urban Development	*- Member, ex-officio;*
(f) Union Minister for Power	- Member, *ex-officio;*
(g)Union Minister for Science and Technology	- Member, *ex-officio;*
(h)Union Minister for Rural Development	- Member, *ex-officio;*
(i)Union Minister for Drinking Water and Sanitation	- Member, *ex-officio;*
(j) Union Minister for Shipping	- Member, *ex-officio;*
(k) Union Minister of State for Tourism	- Member, *ex-officio;*
(l) Vice Chairman, NITI Aayog	- Member, *ex-officio;*
(m)Chief Minister, Bihar	- Member, *ex-officio;*
(n) Chief Minister, Jharkhand	- Member, *ex-officio;*
(o) Chief Minister, Uttarakhand	- Member, *ex-officio;*
(p) Chief Minister, Uttar Pradesh	- Member, *ex-officio;*
(q) Chief Minister, West Bengal	- Member, *ex-officio;*
(r) Secretary, Ministry of Water Resources, River Development and Ganga Rejuvenation	- Member, *ex-officio;*
(s)Director General, National Mission for Clean Ganga	– Member Secretary, *ex-officio.*

(2) The National Ganga Council may co-opt one or more Chief Ministers from the States not represented in the National Ganga Council having major tributaries of River Ganga, which are likely to affect the water quality in the River Ganga, as Member.

(3) The National Ganga Council may also co-opt one or more Union Ministers, if it considers necessary, as Member.

(4) The National Ganga Council may consult experts and expert organisations or institutions in the field of river rejuvenation, river ecology and river management, hydrology, environmental engineering, social mobilisation and other relevant fields.

(5) The Headquarter of the National Ganga Council shall be at New Delhi or at such other place as it may decide.

(6) The National Ganga Council shall have its Secretariat in the National Mission for Clean Ganga.

(7) The Central Government in the Ministry of Water Resources, River Development and Ganga Rejuvenation shall serve as the nodal Ministry.

13. Dissolution of National Ganga River Basin Authority --- (1) On and from the date of constitution of the National Ganga Council in paragraph 11, the National Ganga River Basin Authority constituted by Notification of the Ministry of Water Resources, River Development and Ganga Rejuvenation, number S.O 2539 (E), dated the 29th September 2014 shall stand dissolved.

(2) All things done or omitted to be done or actions taken or any money spent or authorised to be spent by the National Ganga River Basin Authority before such dissolution shall be deemed to have been done or taken under the corresponding provisions of this Order.

14.Superintendence, direction and control of management of River Ganga to vest in National Ganga Council.- The National Ganga Council shall, notwithstanding anything contained in this Order, be overall responsible for the superintendence, direction, development and control of River Ganga and the entire River Basin (including financial and administrative matters) for the protection, prevention, control and abatement of environmental pollution in River Ganga and its rejuvenation to its natural and pristine condition and to ensure continuous adequate flow of water in the River Ganga and for matters connected therewith.

15. Jurisdiction of National Ganga Council.- The jurisdiction of the National Ganga Council shall extend to the areas mentioned in paragraph 2.

16. Meetings of National Ganga Council.- (1) National Ganga Council may regulate its own procedure for transacting its business including its meetings.

(2) The Chairperson of the National Ganga Council shall preside over its meetings and in his absence, its Vice-Chairperson shall, preside over the meetings of the National Ganga Council and conduct its business.

(3) The Vice-Chairperson shall have the power to take decisions necessary for the National Ganga Council to achieve its objectives, in between the conduct of the two meetings of the Council subject to ratification in the next meeting.

(4) The National Ganga Council shall meet at least once every year or more as it may deem necessary.

17. Constitution of Empowered Task Force on River Ganga as authority.- (1) With effect from the date of commencement of this Order, there shall be constituted an authority by the name to be called the Empowered Task Force on River Ganga for the purposes of the Act and to exercise powers and discharge functions as specified in this Order and the Act.

(2) The Empowered Task Force on River Ganga shall consist of the following members, namely:-	
(a)Union Minister for Water Resources, River Development and Ganga Rejuvenation	- Chairperson, *ex-officio*;
(b) Union Minister of State for Water Resources, River Development and Ganga Rejuvenation	- Vice-Chairperson, *ex-officio*;
(c)Secretary in the Ministry of Water Resources, River Development and Ganga Rejuvenation	- Member, *ex-officio*
(d) Secretary in the Ministry of Finance (Department of Expenditure)	- Member, ex-officio;
(e) Chief Executive Officer, Niti Ayog	- Member, ex-officio;
(f) Chief Secretary, State of Uttrakhand	- Member, ex-officio;
(g) Chief Secretary, State of Uttar Pradesh	- Member, ex-officio;
(h)Chief Secretary, State of Bihar	- Member, ex-officio;
(i) Chief Secretary, State of Jharkhand	- Member, ex-officio;
(j) Chief Secretary, State of West Bengal	- Member, ex-officio;
(k) Director General , National Mission for Clean Ganga	- Member-Secretary

(3) The Empowered Task Force on River Ganga may also co-opt one or more Secretary in the Union Ministries or the Chief Secretary of any other State concerned, if it considers necessary, as member

(4) The Empowered Task Force on River Ganga shall meet at least once every three months or more as it may deem necessary.

(5) The administrative and technical support to the Empowered Task Force on River Ganga shall be provided by the Central Government in the Ministry of Water Resources, River Development and Ganga Rejuvenation which shall be the nodal Ministry for the purposes of such administrative and technical support.

18. Functions and powers of Empowered Task Force on River Ganga. –

(1) The Empowered Task Force on River Ganga shall co-ordinate and advise on matters relating to rejuvenation, protection and management of River Ganga and its tributaries.

(2) In particular and without prejudice to the generality of the provisions of sub-paragraph (1), the functions and powers of the Empowered Task Force on River Ganga may include measures with respect to all or any of the following matters in rejuvenation, protection and management of River Ganga, namely:-

(a) ensuring that the Ministries, Departments and State Governments concerned have -

(i) an action plan with specific activities, milestones, and timelines for achievement of the objective of rejuvenation and protection of River Ganga;

(ii) a mechanism for monitoring implementation of its action plans;

(b) co-ordination amongst the Ministries and Departments and State Governments concerned for implementation of its action plans in a time bound manner;

(c) to monitor the implementation process, address bottlenecks, suggest and take such decisions as may be necessary to ensure speedy implementation;

(d) all projects under the ambit of Namami Gange including ongoing projects funded domestically and through external assistance;

(e) discharge of such other functions or exercise of such powers as may be considered necessary for achievement of the objective of rejuvenation, protection and management of River Ganga or as may be assigned to it by the Central Government or specified by the National Ganga Council;

19. Approval for projects exceeding value of rupees one thousand crore.-

(1) The Empowered Task Force on River Ganga shall be responsible for the approval of every project exceeding a value of rupees one thousand crore, as amended from time to time.

(2) The Empowered Task Force on River Ganga may constitute a sub-committee of officials amongst its members for the purpose of sub-paragraph (1)

20. Constitution and Composition of Specified State Ganga Rejuvenation, Protection and Management Committees as authorities.– With effect from the date of commencement of this Order, these shall be constituted, in each State as specified in paragraph 2, an authority to be called the State Ganga Rejuvenation, Protection and Management Committee, which shall consist of a Chairperson and other members as specified in the Schedule to exercise powers and discharge functions as specified in this Order and the Act.

21. Meetings of State Ganga Committee. – (1) Every State Ganga Committee may regulate its own procedure for transacting its business including its meetings.

(2)Every State Ganga Committee shall convene its meetings at least once in every three months' time.

(3) The Chairperson of the State Ganga Committee shall preside over its meetings and in his absence, the said Committee shall elect its Vice-Chairperson who shall, preside over the meetings of the State Ganga Committee and conduct its business.

22. Superintendence, direction and control over Committee.- The superintendence, direction and control of the District Ganga Committees shall, notwithstanding anything contained in this Order, vest in the State Ganga Committee, for the purposes of rejuvenation, protection, prevention, control and abatement of environmental pollution in River Ganga and its tributaries so as to rejuvenate the River Ganga to its natural and pristine condition and ensure continuous and adequate flow of water in River Ganga and for protection and management of River Ganga in the States concerned.

23. Decisions of State Ganga Committee to be binding.- The decision taken at the meetings of the State Ganga Committee shall, notwithstanding anything contained in this Order, be binding upon every District Ganga Committee and every local authority or other authority or Board or person referred to in such decision and they shall comply with the decisions of the State Ganga Committee.

24. Powers, duties and functions of State Ganga Committees.– (1) Every State Ganga Committee shall, subject to the provisions of the Act and rules made or directions issued thereunder, have the power to take all such measures, including those in paragraphs 6, 7 and 8, as it deems necessary or expedient for effective abatement of pollution and conservation

of the River Ganga and for implementing the decisions or directions of the National Ganga Council and National Mission for Clean Ganga.

(2) The State Ganga Committee shall implement various programmes and projects of the National Ganga Council and National Mission for Clean Ganga.

(3) In particular and without prejudice to the generality of the provisions of sub-paragraphs (1) and (2), such measures may include all or any of the following matters, namely:-

(a) coordination and implementation of the conservation activities relating to River Ganga including augmentation of sewerage infrastructure, catchment area treatment, protection of flood plains, creating public awareness and such other measures at the State level and regulation of activities aimed at the prevention, control and abatement of pollution in the River Ganga to maintain its water quality, and to take such other measures relevant to river ecology and management in the State concerned;

(b) implementation of the river basin management plan in the concerned State;

(c) maintenance of minimum ecological flows in the River Ganga in the concerned State and actions thereon;

(d) entry and inspection under section 10 and power to take sample under section 11 of the Act for the purpose of exercising and performing its functions under this Order.

(4) The State Ganga Committee shall undertake all the emergency measures mentioned in paragraph 7.

(5) The State Ganga Committee shall have the powers to issue directions under section 5 of the Act.

(6) The powers and functions of the State Ganga Committee shall be without prejudice to any of the powers conferred upon the State Government under any Central or State Act, being not inconsistent with the provisions of the Act.

25. Monitoring execution of plans and programmes of District Ganga Committees.- Every State Ganga Committee shall monitor the execution of plans, programmes, and projects of all their District Ganga Protection Committees and those of other authorities and submit progress in respect thereof to the National Mission for Clean Ganga.

26. Preparation of consolidated reports of all District Ganga Committees and taking remedial measures in respect thereof.- (1) Every State Ganga Committee shall prepare a consolidated report of all District Ganga Protection Committees, local authorities or other authorities or Board or Corporation or person for every quarter indicating therein in respect of each specified District abutting River Ganga and its tributaries, ----

(a) the status of the plans being executed and measures taken by them and any other activity relating to the health of River Ganga and its tributaries;

(b) the quality of water in River Ganga and its tributaries in each specified District and remedial action in respect thereof;

(c) any interruption of flow in the River Ganga in each specified District and reasons therefor;

(d) remedial measures taken on the complaints made to the District Ganga Committee or local authorities or other authorities;

(e) adverse report as reported by Ganga safety auditors in each specified District;

(f) any other information relevant to the health of River Ganga and its tributaries.

(2) The report referred to in sub-paragraph (1) shall be submitted within one month at the end of each year to the State Ganga Committee and National Mission for Clean Ganga along with remedial action thereof.

27. Conducting of Ganga safety audit and submission of such audit reports by State Ganga Committees.- (1) It shall be the duty of the State Ganga Committees to conduct or causes to be conducted, through the District Ganga Committees, the Ganga safety audit and submit report of the Ganga safety audit to the National Mission for Clean Ganga along with the remedial action taken thereon and also make available the same in public domain and exhibit the same at its website.

(2) The Ganga safety audit shall include such particulars and be done at such intervals (save as otherwise provided in this Order) and in such manner as may be specified, by notification, by the National Mission for Clean Ganga.

28. State Ganga Committee to be nodal agency.- The State Ganga Committee shall be the State-wide nodal agency in the State for the implementation of the provisions of this Order and for effective abatement of pollution and rejuvenation, protection and management of the River Ganga and its tributaries.

29. State Ganga Committees to be bound by direction of National Ganga Council and National Mission for Clean Ganga.- Every State Ganga Committee, without prejudice to the foregoing provisions of this Order, shall, in exercise of its powers or the performance of its functions under this Order, be bound by the decisions or such directions (including those relating to technical and administrative matters) as the National Ganga Council and the National Mission for Clean

Ganga may give in writing to it from time to time for abatement of pollution and rejuvenation, protection and management of the River Ganga.

30. Dissolution of State Ganga River Conservation Authorities and State Executive Committees.- (1) With effect from the date of constitution of the State Ganga Committees, the respective State Ganga River Conservation Authorities and the respective State Executive Committees constituted before the commencement of this Order shall stand dissolved.

(2)All things done or omitted to be done or actions taken or any money spent or authorised to be spent by the authorities and committees under sub-paragraph (1) before such dissolution shall be deemed to have been done or taken under the corresponding provisions of this Order.

31. Constitution of National Mission for Clean Ganga as an authority.-(1) With effect from the date of commencement of this Order, the National Mission for Clean Ganga, a society registered under the Societies Registration Act, 1860 (21 of 1860), shall be an authority constituted under the Act, by the same name for the purposes of the Act and to exercise powers and discharge functions as specified under this Order and the Act and the rules made or directions issued thereunder.

(2) The composition of the National Mission for Clean Ganga shall be as specified in paragraph 35.

32. Area of operation of National Mission for Clean Ganga.- The area of operation of the National Mission for Clean Ganga shall be the areas mentioned in paragraph 2.

33. National Mission for Clean Ganga to be nodal agency.- The National Mission for Clean Ganga shall be the nodal agency for the nationwide implementation of the provisions of this Order and for effective abatement of pollution and rejuvenation, protection and management of the River Ganga and its tributaries.

34. National Mission for Clean Ganga to be an empowered organization.- The National Mission for Clean Ganga shall be an empowered organisation with two tier management having administrative, appraisal and approval powers and duties, functions and powers as specified in this Order.

35. Composition of National Mission for Clean Ganga.- The National Mission for Clean Ganga shall have a two-tier management structure and it shall comprise of the Governing Council and the Executive Committee.

(1) The Governing Council shall consist of the following members, namely:-

(a)	Director General of National Mission for Clean Ganga	Chairman, ex-officio
(b)	Joint Secretary, Ministry of Water Resources, River Development and Ganga Rejuvenation	Member, *ex-officio*
(c)	Joint Secretary, Ministry of Urban Development	Member, *ex-officio*
(d)	Joint Secretary, Ministry of Environment, Forests and Climate Change	Member, *ex-officio*
(e)	Joint Secretary, Department of Expenditure	Member, *ex-officio*
(f)	Representative of NITI Aayog (not below Joint Secretary)	Member, *ex-officio*
(g)	Chairman, Central Pollution Control Board	Member, *ex-officio*
(h)	Principal Secretary, Urban Development, Government of Bihar	Member, *ex-officio*
(i)	Principal Secretary, Urban Development, Government of Jharkhand	Member, *ex-officio*
(j)	Principal Secretary, Urban Development, Government of Uttar Pradesh	Member, *ex-officio*
(k)	Principal Secretary, Peyjal, Government of Uttarakhand	Member, *ex-officio*
(l)	Principal Secretary, Urban Development, Government of West Bengal	Member, *ex-officio*
(m)	Executive Director(Deputy Director General), National Mission for Clean Ganga	Member, *ex-officio*
(n)	Executive Director (Technical),National Mission for Clean Ganga	Member, *ex-officio*

(o)	Executive Director (Finance), National Mission for Clean Ganga	Member, *ex-officio*
(p)	Executive Director (Projects), National Mission for Clean Ganga	Member, *ex-officio*
(q)	Executive Director(Administration), National Mission for Clean Ganga	Member- Secretary.

(2) The Executive Committee constituted out of the Governing Council, shall consist of the following members, namely:-

(a) Director General, National Mission for Clean Ganga – Chairperson, ex-officio;
(b) Joint Secretary, Department of Expenditure – Member, ex-officio;
(c) Representative of NITI Aayog (not below Joint Secretary) – Member, ex-officio;
(d) Principal Secretary of the State concerned – Member, ex-officio;
(e) Executive Director (Deputy Director General)
National Mission for Clean Ganga – Member, ex-officio;
(f) Executive Director (Finance)
National Mission for Clean Ganga – Member, ex-officio;
(g) Executive Director (Technical)
National Mission for Clean Ganga – Member, ex-officio;
(h) Executive Director (Projects)
National Mission for Clean Ganga – Member, ex-officio;
(i) Executive Director (Administration)
National Mission for Clean Ganga – Member, ex-officio;

(3) The Director General, National Mission for Clean Ganga may, if he considers necessary, may associate with the Executive Committee, any other member from the Governing Council.

(4) The Governing Council may constitute a sub-committee from out of its members and also by associating some technical experts for appraisal of the projects.

(5) The representative of the State concerned shall also be one of the members of sub-committee.

(6) Half of the members of the Governing Council shall form the quorum.

36. (1) All approvals up to one thousand crores rupees shall be granted by the Executive Committee and it shall report to the Governing Council at least once in three months.

(2) The Sub-Committee of the Governing Council shall appraise the project only after completion of Third Party Appraisal of the project by technical experts or consortium of recognized institutes or Indian Institutes of Technology, as the case may be.

(3) The Third Party Appraisal shall be for all projects irrespective of their value.

37. Appointment of Director General and Executive Directors of National Mission for Clean Ganga.-

(1) Director General, National Mission for Clean Ganga shall be appointed by the Central Government who shall be equivalent to the rank of Additional Secretary or Secretary to the Government of India and his terms and conditions of services shall be determined by Central Government.

(2) The Executive Director (Finance) shall be appointed on deputation from any of the organised accounts services in the Central Government in the rank equivalent to Joint Secretary to Government of India in accordance with the recruitment rules of the said services.

(3) National Mission for Clean Ganga shall have at least one position for each of the Executive Directors in the rank of Joint Secretary to Government of India.

(4) One of the Executive Directors shall be designated as Deputy Director General of the National Mission for Clean Ganga and he shall be appointed by the Central Government.

(5) None of the nominated members of the Executive Committee shall be below the rank of Joint Secretary in Government of India.

38. Duty of National Mission for Clean Ganga.- It shall be the duty of the National Mission for Clean Ganga to -

(i) follow the principles laid down in paragraph 4

(ii) comply with the decisions and directions of the National Ganga Council and implement the Ganga Basin Management Plan approved by it;

(iii) co-ordinate all activities for rejuvenation and protection of River Ganga in a time bound manner as directed by the National Ganga Council;

(iv) do all other acts or abstain from doing certain act which may be necessary for rejuvenation and protection of River Ganga and its tributaries.

39. Functions of National Mission for Clean Ganga.- (1) Without prejudice to the provisions of this Order, the National Mission for Clean Ganga shall identify or cause to be identified -

(a) the specific threats to the River Ganga in areas in each village and town of such specified District abutting River Ganga and its tributaries, including sewerage and industrial waste, cremation and burial of corpses and disposal of animal carcasses, and threats from commercial, recreational and religious activities;

(b) the type of measures required to address such threat in each village and town of all districts abutting River Ganga and its tributaries;

(c) the specific areas where such remedial actions are required to be taken for rejuvenation and protection of River Ganga and its tributaries.

(d) the measures which may be necessary for reuse of treated water and enter in to Memorandum of Understanding in this regard with the Ministries of the Central Government like Railways, Power, Petroleum and Natural Gas etc., State Governments, autonomous bodies at the Central and State level, recognized Institutes and organizations which the National Mission for Clean Ganga may deem fit.

(2) The National Mission for Clean Ganga shall make or cause to make the River Ganga Basin Management Plan along with cost, timelines and allocation of responsibilities, among other things, for rejuvenation and protection of River Ganga and its tributaries in each village and town of specified District abutting River Ganga and its tributaries and execute projects there for.

(3) The National Mission for Clean Ganga shall -----

(a) cause to be determined the magnitude of ecological flows in the River Ganga and its tributaries required to be maintained at different points in different areas at all times with the aim of ensuring water quality and environmentally sustainable rejuvenation, protection and management of River Ganga and its tributaries and notifying the same and take or direct all such measures necessary to maintain adequate ecological flows;

(b) cause to be identified places where the environmental flow of water of River Ganga has been modified and take measures for correction thereof to maintain the continuous flow of water for rejuvenation, protection and management of River Ganga and its tributaries;

(c) identify places of discontinuity of water in River Ganga and its tributaries due to engineered diversion of water or storage of water or by any other means and execute plans in respect thereof or take remedial action therefor;

(d) devise a system to be put in place for continuous monitoring of flow of water and pollution levels in River Ganga and its tributaries;

(e) take all such measures which may be necessary to give effect to the decisions of the National Ganga Council so as to maintain adequate ecological flows in the River Ganga and tributaries;

(f) render assistance or cause them to be rendered by any agency for preparation of detailed project reports or execution of projects for abatement of pollution and rejuvenation, protection and management of the River Ganga and its tributaries to the State Governments, the State Ganga Committees, District Ganga Committees or local authorities or any person or body, any authority, Board or Corporation;

(g) set up or facilitate setting up or designate and direct one or more existing centers to research, develop and disseminate knowledge base and analytical tools on abatement of pollution and rejuvenation, protection and management of River Ganga and its tributaries;

(h) take any other measures which may be necessary for continuous flow of water and abatement of pollution in River Ganga and its tributaries

(4)The National Mission for Clean Ganga shall take all such other emergency measures as outlined in paragraph 7.

40. Establishment of River Ganga Monitoring Centres at suitable locations along River Ganga and its tributaries.- The National Mission for Clean Ganga may identify the places in the River Ganga Basin and establish at such places or designate any existing laboratory or station or institute as Centres to be called the "River Ganga

Monitoring Centre" for monitoring amongst other things, continuous flow of water and pollution levels as required under this Order and such Centre shall report immediately to the National Mission for Clean Ganga for taking remedial action therefor.

41. Powers of National Mission for Clean Ganga.- (1) The National Mission for Clean Ganga being the national agency charged with the role, responsibility and powers to facilitate the task of rejuvenation, protection and management of River Ganga and its tributaries, under the supervision and direction of the National Ganga Council, shall recommend to the National Ganga Council or Central Government for issuing directions or issue directions itself, to the State Ganga Committees or District Ganga Committees or local authority or any other authority or any person, institution, consortium or agency, as it may decide, for the rejuvenation, protection and management of River Ganga and have the power to take all such measures and discharge such functions as it may deem necessary or expedient for prevention, control and abatement of environmental pollution in River Ganga and its tributaries so as to rejuvenate the River Ganga to its natural and pristine condition and ensure continuous and adequate flow of water in River Ganga and for protection and management of River Ganga and for matters connected therewith.

(2) In particular and without prejudice to the generality of the provisions of sub-paragraph (1), and save as otherwise provided in this Order, such directions may include all or any of the following matters in the management of River Ganga, namely:-

(a) fulfillment of the functions mentioned in paragraph 55 in accordance with the principles in paragraph 4;

(b) formulate, with the approval of the Central Government, the National policy for effective abatement of pollution and rejuvenation, protection and management of River Ganga;

(c) enter into memorandum of understanding, with the approval of the Central Government, with any country or foreign agency for effective implementation of the River Ganga Basin Management Plan for rejuvenation, protection, prevention, control and abatement of pollution in the River Ganga and its tributaries;

(d) approve, with or without modifications, the River Ganga Basin Management Plan and direct amendments, if any, to be made therein;

(e) supervise and review the progress reports, and issue directions to the State Ganga Committees, District Ganga Committees or local authorities and other authorities in the implementation of the River Ganga Basin Management Plan and any other matter connected with affairs of the River Ganga and its tributaries;

(f) approve the planning, financing and execution of programmes for abatement of pollution in the River Ganga including augmentation of sewerage and effluent treatment infrastructure, catchment area treatment, protection of flood plains, creating public awareness, conservation of aquatic and riparian life and biodiversity and such other measures for promoting environmentally sustainable river rejuvenation;

(g) coordination, monitoring and review of the implementation of various programmes or activities taken up for prevention, control and abatement of pollution and protection and management in the River Ganga and its tributaries;

(h) direct any person or authority to take measures for restoration of river ecology and management in the River Ganga Basin States;

(i) recommend to the Central Government, for creation of special purpose vehicles (whether as a company under the companies Act, 2013(18 of 2013) or Societies Registration Act, 1860 (21 of 1860) or a Trust under the Indian Trust Act, 1882 (2 of 1882)), as may be considered appropriate, for implementation of this Order and for the purposes of the Act;

(j) take such measures as may be necessary for the better co-ordination of policy and action to ensure effective prevention, control and abatement of pollution, rejuvenation and protection and management in the River Ganga and its tributaries;

(k) issue such directions to any person or authority, as it may consider necessary, for proper or prompt execution of the projects or cancel such projects or stop release of funds or direct refund of amount already released and assign the same to any other person or authority or Board or Corporation for prompt execution thereof;

(l) direct any person or authority to maintain such books of account or other documents, without prejudice to any law for the time being in force, as may be specified by the National Mission for Clean Ganga;

(m) take such other measures which may be necessary for achievement of prevention, control and abatement of pollution, rejuvenation and protection and management in the River Ganga and its tributaries;

(3)The National Mission for Clean Ganga shall have the power to issue directions mentioned under section 5 of the Act.

(4)The National Mission for Clean Ganga may evolve an appropriate mechanism for implementation of its decisions and the decisions of the National Ganga Council.

42. Giving of prior approval in certain matters.- Every person, the State Ganga Committees, District Ganga Protection Committees, local authorities and other authorities shall obtain prior approval of the National Mission for Clean Ganga, on the following matters, relating to River Ganga and any area abutting River Ganga or its tributaries, if required to implement the decisions of the National Ganga Council, namely:-

(a) engineered diversion and storage of water in River Ganga without affecting the flow of water downstream of the River Ganga;

(b) construction of bridges and associated roads and embankments over the River Ganga or at its River Bank or its flood plain area;

(c) construction of Ghats or extension of any existing Ghat;

(d) construction of jetties;

(e) construction of permanent hydraulic structures for storage or diversion or control of waters or channelisation of River Ganga or its tributaries;

(f) deforestation of hill slopes and notified forest and other eco-sensitive areas;

(g) any other activity which contravenes the principles laid out in paragraph 4 which the National Mission for Clean Ganga may specify.

43. Financial framework.- (1) The budgetary allocation shall be utilised by the National Mission for Clean Ganga for meeting expenses in connection with the discharge of its functions, objects and purposes and establishment expenditure: Provided that the money received by way of grants, loans and borrowings shall be expended for the specific purpose for which such grants, loans and borrowings have been received.

(2) The National Mission for Clean Ganga shall maintain proper accounts and other relevant records and prepare an annual expenditure statement.

(3)The audit of National Mission for Clean Ganga accounts shall be done by the Comptroller and Auditor-General of India and after completion of annual audit, the audit agency shall furnish annual audit certificate.

(4)The affairs of National Mission for Clean Ganga shall be subject to the control of Central Vigilance Commission and there shall be a Vigilance Officer to look after vigilance related matters.

(5) The annual expenditure statement with the audit report shall be forwarded annually to the Empowered Task Force, and the Central Government for being laid before each House of Parliament.

44. Engagement of legal experts.- The National Mission for Clean Ganga shall have proper legal set up for which it may engage legal experts, consultants and legal firms as may be necessary for advising it on legal matters and providing support for discharging its duties.

45. Scrutiny of reports.- All the reports relating to its activities and reports received from the State Ganga Committees, District Ganga Committees, local authority, Board, Corporation or any person shall be scrutinised by the National Mission for Clean Ganga and placed by it along with its views on the matters mentioned in such report before the National Ganga Council for soliciting its guidance thereon, if required.

46. Consolidated report of Ganga Safety audit.- The National Mission for Clean Ganga shall prepare and submit a consolidated report of the Ganga safety audits of River Ganga to the National Ganga Council along with the remedial action taken thereon and also make available the same in public domain and exhibit the same at its website.

47. Powers of National Mission for Clean Ganga to call for information, conduct inspection, publish reports, etc.- (1) Where the National Mission for Clean Ganga considers it expedient so to do under section 5 of the Act, it may, by order in writing.-

(a) call upon any State Ganga Committees, District Ganga Protection Committees, local authority, other authority, Board, Corporation or person, who has been allotted any project for execution or connected with such project or utilisation of funds, at any time, to furnish in writing or make public for dissemination such information or explanation relating to such project allotted for execution or executed or utilisation of fund allotted as the National Mission for Clean Ganga may require; or

(b)appoint one or more persons or any authority to make an inquiry in relation to project allotted for execution or executed or utilisation of fund allotted; or

(c) direct any of its officers or employees or the officers or employees of the Central Government or State Government or any other authority to inspect the books of account or other documents of the State Ganga Committees, District Ganga

Committees, local authority, other authority, Board, Corporation or person related to any project allotted for execution or executed or utilisation of funds; or

(d) require any person, officer, State Government or authority to furnish to it any reports, returns, statistics, accounts and other information and such person, officer, State Government or other authority shall be bound to do so.

48. Financing and implementation model.– The National Mission for Clean Ganga shall develop and constantly refine financial models that would improve the performance and sustainability of projects, and which can be adopted by the State Ganga Committees, District Ganga Committees, local authority, other authority or person for abatement of pollution and rejuvenation, protection and management of the River Ganga.

49. Preparation of consolidated reports.- (1) The National Mission for Clean Ganga shall, on the basis of the reports and other information forwarded by the State Ganga Committees, District Ganga Committees, local authorities, other authorities, Board, Corporation or person, prepare a consolidated report every year indicating therein in respect of each specified District abutting River Ganga and its tributaries.-

(a) the status of the plans being executed and measures taken by them and any other activity relating to the health of River Ganga and its tributaries;

(b) the quality of water in River Ganga and its tributaries and remedial action in respect thereof;

(c) any interruption of water in the River Ganga and reasons therefor;

(d) condition of River Bed and flood plains and habitat in the specified District;

(e) remedial measures taken on the complaints received from public by the District Ganga Committee or local authorities;

(f) threats remaining to be addressed by then with remedial action proposed therefor;

(g) report if any as reported by Ganga safety auditors;

(h) all other information relevant about the health of River Ganga and its tributaries.

(2) The National Mission for Clean Ganga shall submit a consolidated report referred to in sub-paragraph (1) after review thereof to the Empowered Task Force along with remedial action thereof.

50. Annual report.- (1) The National Mission for Clean Ganga shall, within three months of the end of every year, prepare an annual report of all work undertaken by it and by the Empowered Task Force on River Ganga, the State Ganga Committees, District Ganga Committees, concerned local authorities, other authorities, Board, Corporation or persons during the immediately preceding year.

(2) The National Mission for Clean Ganga shall include under separate parts in its annual report referred to in sub-paragraph (1), all works undertaken by it and the Empowered Task Force on River Ganga, the State Governments, the State Ganga Committees, District Ganga Committees, concerned local authorities, other authorities, Board, Corporation or person, and forward the said annual report to the National Ganga Council and the Central Government and also make available in public domain and exhibit at its website.

51. Constitution of Committees.- The National Mission for Clean Ganga may, constitute one or more River Ganga Management Committees from amongst its members and such experts in the field of rivers or water as it may consider appropriate for the efficient discharge of its functions under this Order.

52. Soliciting guidance.- In case any difficulty arises in implementing decisions of the National Ganga Council or the provisions of this Order, it shall be duty of the National Mission for Clean Ganga to solicit the guidance of the National Ganga Council and take appropriate action accordingly.

53. Constitution of District Ganga Protection Committees.- (1) The Central Government shall immediately after the commencement of this Order, in consultation with concerned State Ganga Committee, by notification constitute, in every specified District abutting River Ganga and its tributaries in the States mentioned in paragraph 2, the "District Ganga Committees" for the prevention, control and abatement of environmental pollution in the River Ganga.

(2) Every District Ganga Committee in each specified District shall consist of the following members, namely:-
(a) the District Collector in the specified District; - Chairperson, ex-officio;
(b) not more than two nominated representatives from Municipalities and Gram Panchayats of the specified District nominated by the State Government. - Members;

(c) one representative each of the Public Works, Irrigation, Public Health Engineering, and Rural Drinking Water Departments, and State Pollution Control Board working in the specified District abutting River Ganga to be nominated by the District Collector - Member, ex-officio;
(d) two environmentalists associated with River Ganga protection activities and one representative of local industry association in the specified District to be nominated by the District Collector - Members,;
(e) one Divisional Forest Officer of the specified District - Member, ex-officio
(f) one District official to be nominated by the District Collector. - Member;

(2) The District Collector shall be the Chairperson of the District Ganga Committee and the Divisional Forest Officer shall be the Convener of the District Ganga Committee.

(3) The District Ganga Committees shall meet at such times and at such places as the Chairperson of that Committee may decide and exercise such powers and functions as may be conferred under this Order:

Provided that at least one meeting of the District Ganga Committee shall be held every three months.

(4) A non ex-officio member may resign his office by giving notice in writing thereof to the Central Government or to the District Collector concerned, as the case may be, and shall cease to be a member on his resignation being accepted by the Government or the District Collector concerned, as the case may be.

54. Superintendence, direction and control of District Ganga Committee.- The superintendence, direction and control of the management of the District Ganga Committee (including financial and administrative matters) shall, notwithstanding anything contained in this Order, vest in the National Mission for Clean Ganga which may be exercised by it either directly or through the State Ganga Committee or any of its officer or any other authority specified by it.

55. Functions and powers of District Ganga Committees.- (1) Every District Ganga Committee shall discharge functions and exercise powers for rejuvenation, protection, restoration and rehabilitation of River Ganga and its tributaries in each specified District as laid out in paragraph 6 and 7 as per the principles specified in paragraph 4.

(2) In particular, and without prejudice to the generality of the provisions of sub-paragraph (1) for rejuvenation and protection and restoration or rehabilitation of degraded areas abutting River Ganga and its tributaries and subject to other provisions of this Order and rules made thereunder, every District Ganga Committee shall have the following powers and functions in relation to River Ganga and its tributaries abutting in the area in specified District, namely:-

(a) identifying activities which may be threats in the area of specified District abutting the River Ganga for protection of River Ganga and its tributaries or its River bed and making a plan for remedial action and take remedial action in respect thereof;

(b) taking remedial action at its own end for protection of River Ganga and its tributaries or its River bed abutting in the specified District (excluding enforcement of the provisions of this Order)

(c) in the event of its inability to take remedial action, reporting (electronically as well as by sending written communication in hard copy) to the National Mission for Clean Ganga and concerned State Government, the State Ganga Committee, as the case may be, for issue of direction for protection of River Ganga and to formulate appropriate management or remedial actions.

(d) taking suitable administrative and other measures, to give effect to the provisions of this Order so as to prevent the environmental pollution in the River Ganga and its tributaries, not being inconsistent with the provisions of this Order, or any law for the time being in force.

(3) In case, the District Ganga Committee is of the opinion that any contravention has been made of any other law for the time being in force or in respect of provisions of this Order, it shall take appropriate action in accordance with the law for the time being in force.

(4) The District Ganga Committee shall take all such emergency measures as specified in paragraph 7.

56. Designation of Nodal Officer.- (1) Every District Ganga Committee shall nominate as Nodal Officer for the purposes of this Order -

(a) the Sarpanch of Gram Sabha of every village in the areas abutting the River Ganga and its tributaries;

(b) in case of an area, not being village abutting the River Ganga, the Chairperson of Municipality Planning Committee or Metropolitan Planning Committee or Chairperson of any local authority, as the Chairperson of the District Ganga Committee.

(2) Every Nodal Officer nominated under sub-paragraph (1) shall take measures to prevent the pollution of River Ganga and its tributaries and take remedial action for protection of River Ganga and its tributaries or their River bed abutting in such village or other area, as the case may be, of which he is the Nodal Officer and in case of his failure to do so, he shall report the violation of this Order to the Chairperson of the District Ganga Committee for remedial action.

(3) After receipt of the report under sub-paragraph (2), the Chairperson of the District Ganga Committee shall take remedial action for protection of River Ganga or its River bed abutting the specified District.

57. Preparation of plans.- (1) Every District Ganga Committee shall prepare its plan for protection of River Ganga and its tributaries and their River bed abutting the specified District and submit the same to the National Mission for Clean Ganga for its approval.

(2) The plan under sub-paragraph (1) shall include the activities to be undertaken by the District Ganga Committee for protection, control and abatement of environmental pollution in River Ganga and its tributaries and their River Bed area abutting the specified District which may be recommended by the State Government, State Ganga Committees, the National Mission for Clean Ganga, any other authority or Board and the expenditure involved for such plan and time within which such activities shall be completed.

58. Preparation of budget and maintenance of accounts.- Every District Ganga Committee shall prepare its budget for every financial year indicating therein the funds required and purposes for which such funds shall be spent and the time limit within which the activity mentioned in the budget shall be completed and submit to concerned State Ganga Committee under intimation to National Mission for Clean Ganga and such Committee shall ensure proper maintenance of accounts as directed by National Mission for Clean Ganga, for audit by the Comptroller and Auditor-General of India or any other agency appointed by the Comptroller and Auditor-General of India and such accounts shall be subject to inspection by National Ganga Council, National Mission for Clean Ganga, State Ganga Committee or any of their appointed entities.

59. Monthly and annual reports.- (1) Every District Ganga Committee shall, submit monthly and annual reports to the National Ganga Council, National Mission for Clean Ganga and State Ganga Committee as directed by National Mission for Clean Ganga within specified timelines.

(2) In addition to the annual report referred to in sub-paragraph (1), the District Ganga Committee shall furnish to the National Mission for Clean Ganga at such time and in such form and manner it may direct to furnish such other returns, statements and other particulars in regard to any proposed or existing programme for the River Ganga Basin Plan for the abutting area in the specified District.

60. Budget allocation.- The National Mission for Clean Ganga shall consolidate and prepare the budget requirement and submit the same to the Ministry of Water Resources, River Development and Ganga Rejuvenation.

61. Direction by Central Government.- Notwithstanding anything contained in this Order, it shall be lawful for the Central Government to issue directions in writing to the Ministries or Departments of the Government of India, or the State Government or the State Ganga Committees, the National Mission for Clean Ganga or District Ganga Committees, or local authority or other authority or statutory bodies or any of its officers or employees, as the case may be, to facilitate or assist in the rejuvenation, protection and management of River Ganga and its tributaries in such manner as it may direct, and such Ministry or Department or Authority or Mission or Board, Committee or Government or statutory body, officer or employee shall be bound to comply with such directions.

62. Making of complaint under section 19 of the Act.- All the authorities constituted under this Order or their officers authorised by such authorities may make complaint before the court under section 19 of the Act for taking cognizance of any offence under the said section.

63. Order to be in addition to other laws.- The provisions of this Order are without prejudice to the discharge of functions by any local authority or other authority or Board or corporation or any person for taking measures for the purposes of effective abatement of pollution and rejuvenation of the River Ganga and its protection and management and any other law for the time being in force.

SCHEDULE

[See paragraph 20]

COMPOSITION OF STATE GANGA COMMITTEES

Serial No.	Name of the State Ganga Committee	Composition of the State Ganga Committees
(1)	(2)	(3)
1.	(Name) State Ganga Protection and Management Committee	(a)Chief Secretary, Government of State of (Name) - Chairperson, ex-officio;
		(b) Principal Secretary, Department of Finance, Government of State of (Name) - Member, ex-officio;
		(c) Principal Secretary, Department of Urban Development and Housing, Government of (Name) - Member, ex-officio;
		(d Principal Secretary, Department of Environment and Forests, Government of State of (Name) - Member, ex-officio
		(e)Principal Secretary, Department of Water Resources, Government of State of (Name) - Member, ex-officio;
		(f) Principal Secretary, Department of Public Health Engineering, Government of State of (Name) - Member, ex-officio
		(g) Chairman, (Name) State Pollution Control Board - Member, ex-officio;
		(h)Chief Executive Officer of executing agency in the State of (Name) - Member, ex-officio;
		(i)Principal Chief Conservator of Forests, Government of State of (Name) – Member, ex-officio;
		(j) not more than five experts from relevant fields to be nominated by the Government of (Name) - Members

[F. No. Estt-01/2016-17/111/NMCG]

SANJAY KUNDU, Jt. Secy.

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HARINDRA KUMAR
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Annexure H-1

3895/UPR
6/5/23

वाराणसी विकास प्राधिकरण, वाराणसी

9-5-23

राजा उदय प्रताप मार्ग, पत्रा लाल पार्क, वाराणसी-221002
फ़ोन: 0542-2280326 ईमेल: vdavaranasi@gmail.com

सेवा में,

कार्यकारी निदेशक (Tech),
राष्ट्रीय स्वच्छ गंगा मिशन,
जल शक्ति मंत्रालय, भारत सरकार (जल संशाधन नदी विकास एवं गंगा संरक्षण विभाग)
प्रथम तल, मेजर ध्यानचन्द नेशनल स्टेडियम, इण्डिया गेट,
नई दिल्ली।
E-mail- admin.nmcg@nic.in

पत्रांक :– /वि0प्रा0/न0नि0/2023–24 दिनांक :–

विषयः– वाराणसी में गंगा नदी के दूसरी ओर (रामनगर की ओर) गंगा नदी के तट पर विकसित किये गये टेन्ट सिटी के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक स्वकीय पत्र संख्या–L-25012(11)/11/2023-LME/NMCG दिनांक 10.04.2023 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से वाराणसी में स्थापित टेन्ट सिटी हेतु मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित रिट ओ0ए0 नं0–203/2023, तुषार गोस्वामी बनाम भारत सरकार व अन्य के प्रकरण में पारित आदेश दिनांक 17.03.2023 के कम में गंगा नदी (रिजुनेशन, प्रोटेक्शन एण्ड मैनेजमेंट) अथारिटीज आर्डर–2016 के पैरा–42 के परिप्रेक्ष्य में परीक्षण करने का अनुरोध किया गया है।

वाराणसी में गंगा नदी के दूसरी तरफ स्थापित किये गये टेन्ट सिटी के सम्बन्ध में आवश्यक अनुमति हेतु वाराणसी विकास प्राधिकरण द्वारा पत्रांक 414/वि0प्रा0/न0नि0/2022–23, दिनांक 13.07.2022 (पत्र की छायाप्रति प्रेषित ईमेल की प्रति के साथ संलग्न है।) के माध्यम से महानिदेशक, राष्ट्रीय स्वच्छ गंगा मिशन, नई दिल्ली को ईमेल (dg@nmcg.nic) के माध्यम से अग्रिम कार्यवाही हेतु प्रेषित किया गया है। पुनः अवगत कराना है कि प्राधिकरण द्वारा वाराणसी नगर में गंगा नदी के दूसरी ओर (रामनगर की ओर) 30 हेक्टयर भूमि पर टेन्ट सिटी विकसित/स्थापित किया गया है, जो वर्तमान में परिचालन में है। उल्लेखनीय है कि टेन्ट सिटी पर्यटकों के आकर्षण हेतु स्थापित किया गया है, जिसमें पर्यटकों को ठहरने की सुविधा के साथ–साथ कॉन्फ्रेन्स, सांस्कृतिक कार्यकम, योगा आयुर्वेदिक के साथ–साथ परिसर में पर्यटकों को भारतीय संस्कृति एवं वाराणसी के धार्मिक महत्व के दृष्टिगत अन्य सुविधाएँ भी विकसित की गयी हैं। टेन्ट सिटी में समस्त प्रकार के अवस्थापना सुविधा प्राधिकरण द्वारा विकसित की गयी हैं, जिसमें विद्युत व्यवस्था, जलापूर्ति तथा सीवेज को रामनगर में स्थापित एस0टी0पी0 से कनेक्ट किया गया है। टेन्ट सिटी में समस्त प्रकार के निर्माण अस्थाई प्रकृति के हैं, तथा मानसून आने के पूर्व ही स्ट्रक्चर को पूर्णतया हटा दिया जाएगा। एन0एम0सी0जी0 में हुई वार्ता के कम में परियोजना की Approval हेतु एन0एम0सी0जी0 की वेबसाइट पर अनुमोदन हेतु आवेदन (NMCG202342718929) किया जा चुका है।

अतः अनुरोध है कि परियोजना के अनुमति के सम्बन्ध में मा0 राष्ट्रीय हरित अधिकरण द्वारा दिये गये आदेश के परिप्रेक्ष्य में आवश्यक कार्यवाही कराने का कष्ट करें।

भवदीय,

(अभिषेक गोयल)
उपाध्यक्ष

पत्रांक :– 167/वि0प्रा0/न0नि0/2023–24 दिनांक :– 28/04/2023

प्रतिलिपि–

1. आयुक्त, वाराणसी मण्डल, वाराणसी को सादर सूचनार्थ।
2. जिलाधिकारी, वाराणसी को सादर सूचनार्थ।
3. क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियन्त्रण बोर्ड, वाराणसी को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

(अभिषेक गोयल)
उपाध्यक्ष

Annexure H-2

projectid	project_name	stcode	districtid	river	project_nature	application_number	applicant_name	email_id	mobile_no	phone_no	address	dateofapplication	approved	remarks	lat	long
67	Development of Tent City in Varanasi	UP	59	Ganga	Construction of Storage	NMCG202342718929	Sunil Kumar Verma	vdavaranasi@gmail.com	7518102803		Varanasi Development Authority, Raja Uday Pratap Marg, Pannalal Park, Varanasi	4/27/2023 18:09	N		25.29372	83.01298

Annexure-H-3

No.: TE-12013/1/2023-O/o ED(T) NMCG
National Mission for Clean Ganga
Department of Water Resources, River Development and Ganga Rejuvenation
Government of India

1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi 110002

Dated: 23rd May 2023

To
Vice Chairman
Varanasi Development Authority,
Raja Uday Pratap Marg,
Pannalal Park,
Varanasi - 221002
Email - vdavaranasi@gmail.com

Kind Attn: Shri Sunil Kumar Verma

Reference:

a) VDA Application for 'Prior Approval for Development of Tent City in Varanasi' vide application no. NMCG202342718929 dated 27th April 2023
b) VDA letter no. 167/विo प्रा० /नo नि०/2023-24 dated 28th April 2023
c) River Ganga (Rejuvenation, Protection and Management) Authorities Order, 2016, (hereinafter referred as Authority Notification 2016)

Sir,

1. This has reference to the application referred at a) above.
2. The application above has been examined and observation, requiring further clarifications, are as under:
   i. It is understood that the project "Development of Tent City in Varanasi" has already been implemented at site. As per para 42 of the Authority Notification 2016, cited at Ref. c) above, prior approval from NMCG is required in the matters *'...relating to River Ganga and any area abutting River Ganga or its tributaries, if required to implement the decisions of the National Ganga Council, namely:-*

      (a) engineered diversion and storage of water in River Ganga without affecting the flow of water downstream of the River Ganga;

      (b) construction of bridges and associated roads and embankments over the River Ganga or at its River Bank or its flood plain area;

      (c) construction of Ghats or extension of any existing Ghat;

      (d) construction of jetties;

      (e) construction of permanent hydraulic structures for storage or diversion or control of waters or channelisation of River Ganga or its tributaries;

      (f) deforestation of hill slopes and notified forest and other eco-sensitive areas;

23.5.2023

(g) any other activity which contravenes the principles laid out in paragraph 4 which the National Mission for Clean Ganga may specify.'

Reference to the letter cited at b) above, it may be noted that in the matter of PIL no. 31229 of 2005 Kautilya Society & Others v/s State of UP & Others before Hon'ble High Court of Allahabad, meeting of the committee constituted by the Hon'ble High Court under the chairmanship of Divisional Commissioner Varanasi were held on 13/06/2022 and 17/03/2023. Proposal on the project "Development of Tent City in Varanasi" was neither proposed as an agenda nor discussed any time. Further, VDA is aware of the provisions of the Authority Notification 2016 and the views of the NMCG in the matter pertaining to "काशी विश्वनाथ ज्योतिर्लिंग दर्शन एवं गंगा आरती दर्शन की सुगमता हेतु गंगा घाट के विपरीत दिशा में राजघाट पुल से रामनगर तक फोरलेन के मंडल सड़क एवं अन्य विविध निर्माण कार्य" and other similar matters which have been duly conveyed vide letter no. Pr.-23012/3/2022 dated 13/07/2022 and 17/03/2023.

Accordingly, the reasons for seeking approval by VDA from NMCG post implementation of the project at ground level is not understood. It may also be clarified as to under which rule of Authority Notification 2016, the approval for the project "Development of Tent City in Varanasi" is now being sought.

ii. The project RFP envisages the bidders to abide by the rules, regulations and guidelines laid down by NMCG (National Mission for Clean Ganga), NGT (National Green Tribunal), CPCB (Central Pollution Control Board), UPPCB (Uttar Pradesh Pollution Control Board) and any other as effective from time to time. However, as against the RFP provisions, the present application for approval from NMCG has been made by the VDA instead of the successful bidders.

iii. Demarcation of river Ganga flood plain by Department of Irrigation, as notified, may be clarified and proposed project along with its structures may be shown in the layout plan (to the scale) properly showing the flood plan demarcation, site location etc.

iv. Requisite details of the project are not available in the application. For example location of tent enclosures from the river water line, kind of interventions proposed under the project including those for sub surface & surface levelling / excavation, use of machinery for these works, load of the proposed structures, impact of consolidation / compaction to be done, existing flora & fauna profile in the area etc.

v. What is the expected visitor load, peak conditions and Tent City approach route (road / river).

vi. Emergency response plan in case of sudden rise in water level due to any reasons.

vii. It is not clear as to how the issues of sewage & waste water management, solid waste management, air pollution is proposed to be addressed during development phase and operations phase.

viii. Impact of the development / construction of Tent City on ecology.

23.5.2022

3. In view of the above, it is requested that clarifications to the above observations may be provided for any further consideration in the matter.

23.5.2021

(D. P. Mathuria)
Executive Director (Technical)

Copy for information to:

1. Vice Chairman, Varanasi Development Authority, Raja Uday Pratap Marg, Pannalal Park, Varanasi - 221002
2. DG, NMCG

Annexure I-1

वन अनुभाग-4
संख्या-1485/14-4-2008-623/2008
लखनऊ, दिनांक 21 मई, 2009

अधिसूचना

चूंकि राज्य सरकार की राय है कि वह क्षेत्र जिसका सविस्तार विवरण नीचे दिया गया है, वन्य जीवों और उनके पर्यावरण के संरक्षण, संवर्धन एवं विकास के प्रयोजन के लिए पर्याप्त पारिस्थितिक, वनस्पतीय, भूआकृतित्व, प्राकृतिक और प्राणितत्वीय महत्व का है, अतएव अब वन्यजीव (संरक्षण) अधिनियम, 1972- (अधिनियम संख्या-53 सन्, 1972) की धारा-26 क के अधीन शक्ति का प्रयोग करके राज्यपाल वाराणसी जनपद स्थित उपर्युक्त क्षेत्र को 'कछुआ वन्य जीव विहार' घोषित करते हैं-

अनुसूची

जनपद	नदी का नाम	प्रस्तावित कछुआ वन्य जीव विहार, वाराणसी का क्षेत्र
वाराणसी	गंगा नदी	दोनों तटों से गंगा की मध्य धारा के किनारे का 2.00 (सात) कि0मी0 क्षेत्र
सीमायें	उर्ध्व प्रवाह	रामनगर किला
	अर्ध प्रवाह	मालवीय रेल/सड़क पुल
	पूर्व	गंगा नदी का पूर्वी तट
	पश्चिम	गंगा नदी का पश्चिमी तट (वाराणसी नगर)

आज्ञा से,

(परमेश्वरन अय्यर)
प्रमुख सचिव।

संख्या-1485(1)/14-4-2008-623/2008 तद्दिनांक।

प्रतिलिपि अधिसूचना के आलेख्य की एक प्रति सहित, अधीक्षक मुद्रण एवं लेखन सामग्री, उ0प्र0 इलाहाबाद को इस निवेदन के साथ प्रेषित कि वे कृपया अधिसूचना को सरकारी गजट के आगामी असाधारण अंक में प्रकाशित कराने की व्यवस्था करें।

आज्ञा से,

(पवन कुमार)
सचिव।

संख्या-1485(11)/14-4-2008-623/2008 तद्दिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

1- प्रमुख वन संरक्षक, उत्तर प्रदेश, लखनऊ।
2- प्रमुख वन संरक्षक(वन्य जीव)/मुख्य वन संरक्षक(वन्य जीव) उ0प्र0, लखनऊ।
3- समस्त मण्डलायुक्त/समस्त जिलाधिकारी, उ0प्र0।
4- समस्त मुख्य वन संरक्षक, उ0प्र0।
5- समस्त वन संरक्षक/प्रभागीय वनाधिकारी, उ0प्र0।
6- समस्त उप जिलाधिकारी, उ0प्र0।
7- समस्त तहसीलदार उ0प्र0 (राजस्व विभाग)।
8- समस्त खण्ड विकास अधिकारी, उ0प्र0।
9- गार्ड फाइल।

आज्ञा से,

([illegible])
[illegible]

Scanned by CamScanner

Annexure I-1

Uttar Pradesh Shasan
Paryawaran, Van Evam Jalwayu Parivaratan Anubhag-4

No.336/81-4-2020-823/2008 TC
Lucknow, dated 17-03-2020

Notification

Whereas, the area mentioned in the schedule below was declared as Kachhua Wild Life Sanctuary, Varanasi vide Government Notification No.1485/14-4-2008-823/2008 dated 21-05-2009 issued under Section-26A of the Wild Life (Protection) Act, 1972(Act No. 53 of 1972);

And, whereas, due to very low encounter rate of turtles in Kachhua Wild Life Sanctuary indicates high human disturbance leading to habitat alteration within a very small protected area;

And, whereas, the said area is no longer suitable for adequate ecological, floral, geomorphological, natural and zoological significance for the purpose of protecting, propagating Wildlife and its environment.

Now therefore, in exercise of the powers under Section-26A of the Wild Life (Protection) Act, 1972(Act No. 53 of 1972) read with Section-21 of the General Clauses Act 1897 (Act No. 10 of 1897), The Governer is pleased to rescind the aforesaid Notification No.1485/14-4-2008-823/2008 dated 21-05-2009 with effect from the publication of this Notification in the Gazette.

Schedule

District	Name of River	Area of Kachhua Wildlife Sanctuary, Varanasi
Varanasi	River Ganga	7.00 (seven) km. area of Mid stream of river Ganga from both the banks
Boundaries	Upstream	Ramnagar Fort
	Downstream	Malviya Rail/ Road bridge
	East	Eastern bank of river Ganga
	West	Western bank of river Ganga (Varanasi City)

Note:- This notification shall be subject to the final decision of the Supreme Court in I A No. 117425/2019 and 117429/2019 in writ petition civil No. 337/1995.

By order,

(Sudhir Garg)
Principal Secretary

उत्तर प्रदेश शासन
पर्यावरण, वन एवं जलवायु परिवर्तन अनुभाग–4
संख्या–336/81–4–2020–823/2008 टी0सी0
लखनऊ, दिनांक 17.03.2020

अधिसूचना

चूँकि नीचे अनुसूची में उल्लिखित क्षेत्र, वन्यजीव (संरक्षण) अधिनियम, 1972 (अधिनियम संख्या 53 सन् 1972) की धारा 26–क के अधीन सरकारी अधिसूचना संख्या 1485/14–4–2008–823/2008, दिनांक 21.05.2009 द्वारा कछुआ वन्यजीव विहार, वाराणसी के रूप में घोषित किया गया था;

और चूँकि कछुआ वन्यजीव विहार में कछुओं की अत्यन्त न्यून समागम दर के कारण उच्च मानव जनित हस्तक्षेप दर्शित होता है, जिसके परिणाम स्वरूप अत्यधिक छोटे संरक्षित क्षेत्र में प्राकृतवास परिवर्तित हो गया है।

और चूँकि उक्त क्षेत्र वन्यजीव या उनके पर्यावरण के संरक्षण एवं सम्वर्धन के प्रयोजन के लिये पर्याप्त पारिस्थितिक, वनस्पतिजात, भू–आकृतिजात, प्राकृतिक और प्राणिवैज्ञानिक महत्व के लिये अब उपयुक्त नहीं रह गया है।

अतः अब, साधारण खण्ड अधिनियम, 1897 (अनिधियम संख्या 10 सन् 1897) की धारा 21 के साथ पठित वन्यजीव संरक्षण अधिनियम, 1972 (अधिनियम संख्या 53 सन् 1972) की धारा 26–क के अधीन शक्तियों का प्रयोग करके राज्यपाल इसे अधिसूचना के गजट में प्रकाशित किये जाने के दिनांक से पूर्वोक्त अधिसूचना संख्या–1485/14–4–2008–823/2008, दिनांक 21.05.2009 को विखण्डित करती हैं:–

अनुसूची

जिला	नदी का नाम	कछुआ वन्य जीव विहार, वाराणसी का क्षेत्र
वाराणसी	गंगा नदी	दोनों तटों से गंगा नदी की मध्य धारा के किनारे का 7.00 (सात) कि0मी0 क्षेत्र
सीमाएं	उर्ध्व प्रवाह	रामनगर किला
	अधो प्रवाह	मालवीय रेल/सड़क पुल
	पूर्व	गंगा नदी का पूर्वी तट
	पश्चिम	गंगा नदी का पश्चिमी तट (वाराणसी नगर)

टिप्पणी: यह अधिसूचना रिट याचिका सिविल संख्या 337/1995 में, आई.ए. संख्या 117425/2019 एवं 117429/2019 में उच्चतम न्यायालय के निर्णय के अध्यधीन होगी।

भवदीय,
(सुधीर गर्ग)
प्रमुख सचिव

Annexure-I-2

Uttar Pradesh Shasan
Paryawaran, Van Evam Jalwayu Parivaratan Anubhag-4

In exercise of the powers under clause (3) of Article 348 of the Constitution of India the Governor is pleased to order the publication of the following english translation of the notification no.-346/81-4-2020-823/2008TC, dated 17-03-2020 for general information:

Notification

No.346/81-4-2020-823/2008 TC
Lucknow, dated 17-03-2020

Whereas the State Government considers that the area, detailed in the Schedule below is of adequate ecological, faunal, floral, geomorphological, natural and zoological significance for the purpose of protecting, propagating and developing Wildlife therein and its environment;

Now, therefore, in exercise of powers conferred under sub section(1) of section 18 of the Wildlife (Protection) Act, 1972 (Act no. 53 of 1972), the Governer is pleased to declare its intention to constitute the area in the stretch of 30 km. along both sides of Ganga River falling in the districts of Bhadohi, Prayagraj and Mirzapur as Kachhua Wildlife Sanctuary as per schedule below:-

Schedule

Districts	Name of river	Area of Kachhua Wildlife Sanctuary
Prayagraj, Bhadohi and Mirzapur	Ganga	Area bounded by both banks of river Ganga in the stretch of 30 km. along main stream of River Ganga.
Boundaries	East (Down Stream of the River)	Latitude- 25.273769 Longitude-82.287486 Falling in Revenue Boundary of Village Baripur uparwar, Gyanpur of District Bhadohi.
	West (Up Stream of the River)	Latitude- 25.215000 Longitude-82.194814 Falling in Revenue Boundary of Village Kothari, Meja of District Prayagraj.
	North	Left Bank of River Ganga
	South	Right Bank of River Ganga

By order,

(Sudhir Garg)
Principal Secretary

उत्तर प्रदेश शासन
पर्यावरण, वन एवं जलवायु परिवर्तन अनुभाग–4
संख्या–346 / 81–4–2020–823 / 2008 टी0सी0
लखनऊ, दिनांक 17.03.2020

चूँकि राज्य सरकार की राय है कि नीचे अनुसूची में विस्तृत रूप में उल्लिखित क्षेत्र वन्यजीव एवं उसके पर्यावरण के संरक्षण, संवर्धन एवं विकास के प्रयोजन के लिए पर्याप्त पारिस्थितिक, प्राणिजात, वनस्पतिजात, भू–आकृतिजात, प्राकृतिक तथा प्राणिवैज्ञानिक महत्व का है।

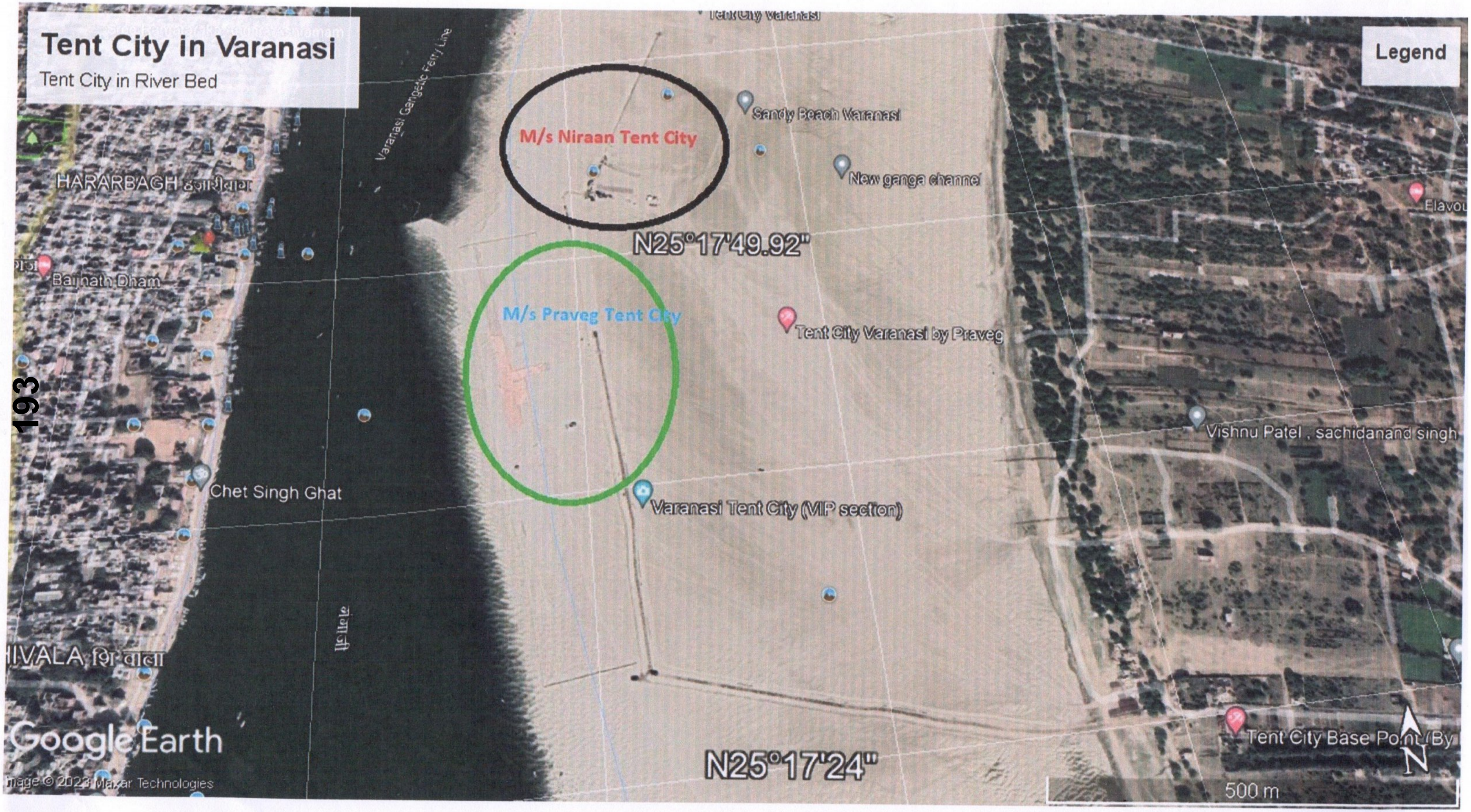
अतएव, वन्यजीव (संरक्षण) अधिनियम, 1972 (अधिनियम संख्या 53 सन् 1972) की धारा 18 की उपधारा(1) के अधीन प्रदत्त शक्तियों का प्रयोग करके राज्यपाल जिला भदोही, प्रयागराज एवं मिर्जापुर के अन्तर्गत गंगा नदी के दोनों तटों से आबद्ध 30 किमी0 लम्बाई में फैले क्षेत्र को नीचे अनुसूची के अनुसार कछुआ वन्यजीव विहार के रूप में स्थापित करने के अपने आशय की घोषणा करती हैः–

अनुसूची

जिला	नदी का नाम	कछुआ वन्य जीव विहार का क्षेत्र
प्रयागराज, भदोही और मिर्जापुर	गंगा	गंगा नदी के दोनों तटों से सीमाबद्ध गंगा नदी के मुख्य धारा का 30 किमी0 लम्बाई में फैला क्षेत्र
सीमाएं	पूरब (नदी का अधोः प्रवाह)	ग्राम– बारीपुर उपरवार, ज्ञानपुर, जिला–भदोही की राजस्व सीमा में:– अक्षांश– 25.273769 देशान्तर–82.287486
	पश्चिम(नदी का उर्ध्व प्रवाह)	ग्राम कोठरी, मेजा, जिला–प्रयागराज की राजस्व सीमा में:– अक्षांश– 25.215000 देशान्तर–82.194814
	उत्तर	गंगा नदी का उत्तरी तट
	दक्षिण	गंगा नदी का दक्षिणी तट

आज्ञा से,
(सुधीर गर्ग)
प्रमुख सचिव

Annexure - I



193

Annexure-k

वाराणसी विकास प्राधिकरण, वाराणसी

राजा उदय प्रताप मार्ग, पन्ना लाल पार्क, वाराणसी-221002
फ़ोन: 0542-2280326 ईमेल: vdavaranasi@gmail.com

प्रेषक,

उपाध्यक्ष,
वाराणसी विकास प्राधिकरण,
वाराणसी।

सेवा में,

महानिदेशक,
राष्ट्रीय स्वच्छ गंगा मिशन,
जल शक्ति मंत्रालय, भारत सरकार (जल संशाधन नदी विकास एवं गंगा संरक्षण विभाग)
प्रथम तल, मेजर ध्यानचन्द नेशनल स्टेडियम,
इण्डिया गेट, नई दिल्ली।
ई–मेल–admin.nmcg@nic.in

पत्रांक :– 414 /वि0प्रा0/न0नि0/2022–23 दिनांक :– 13/07/2022

विषय– वाराणसी विकास प्राधिकरण द्वारा गंगा नदी के दूसरी ओर (रामनगर की तरफ) टेन्ट सिटी विकसित किये जाने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषय के सम्बन्ध में अवगत कराना है कि वाराणसी विकास प्राधिकरण द्वारा गंगा नदी के दूसरी ओर (रामनगर की तरफ) टेन्ट सिटी विकसित किये जाने के सम्बन्ध में अग्रिम कार्यवाही की जा रही है। उक्त टेन्ट सिटी को पर्यटको हेतु एक विशेष आकर्षण के रूप में स्थापित किया जाना प्रस्तावित है, जिसमें पर्यटकों को रहने की सुविधा के साथ–साथ कान्फ्रेंस, सांस्कृतिक कार्यक्रम, योगा आयुर्वेदिक के साथ–साथ अन्य व्यवस्थायें विकसित किया जाना प्रस्तावित है। प्राधिकरण द्वारा उक्त कार्य हेतु निविदा आमन्त्रित किये जाने की प्रक्रिया की जा रही है तथा निविदा को अन्तिम रूप दिये जाने के उपरान्त टेन्ट सिटी को इस वर्ष माह अक्टूबर से वर्ष 2023 के माह मार्च–अप्रैल तक विस्तारित किया जाना प्रस्तावित है।

अतः उक्त परियोजना के अनुश्रवण हेतु राष्ट्रीय स्वच्छ गंगा मिशन स्तर से नियमानुसार आवश्यक कार्यवाही कराना चाहें।

भवदीया,

(ईशा दुहन)
उपाध्यक्ष

पत्रांक :– /वि0प्रा0/न0नि0/2022–23 दिनांक :–

प्रतिलिपि–

1. आयुक्त, वाराणसी मण्डल, वाराणसी को सादर सूचनार्थ।
2. जिलाधिकारी महोदय, को सादर सूचनार्थ।

(ईशा दुहन)
उपाध्यक्ष