## SCHEDULE –I (See Clauses 14.2 & 14.3)

## **COMPLETION CERTIFICATE**

- I, \*\*\*\* (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated \*\*\* (the "Agreement"), for Upgradation of the water supply and sewerage network in the city of Shimla (the "Water Supply and Sewerage System") on build, operate and transfer (BOT) basis, through \*\*\*\* (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Water Supply and Sewerage System with the provisions of the Agreement, and I am satisfied that the Water Supply and Sewerage System can be safely and reliably placed in full commercial service of the Users thereof.
- It is certified that, in terms of the aforesaid Agreement, all works forming part of Upgradation have been completed, and the Water Supply and Sewerage System is hereby declared fit for entry into full commercial operation on this the \*\*\* day of \*\*\* 20\*\*.

SIGNED, SEALED AND DELIVERED For and on behalf of the INDEPENDENT ENGINEER by:

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

## PROVISIONAL CERTIFICATE

- I, \*\*\*\* (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated \*\*\* (the "Agreement"), for Upgradation of the water supply and sewerage network in the city of Shimla (the "Water Supply and Sewerage System") on build, operate and transfer (BOT) basis through \*\*\*\* (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-H of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
- Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Water Supply and Sewerage System, pending completion thereof.
- In view of the foregoing, I am satisfied that the Water Supply and Sewerage System can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Water Supply and Sewerage System is hereby provisionally declared fit for entry into full commercial operation on this the \*\*\* day of \*\*\* 20\*\*.

ACCEPTED, SIGNED, SEALED
AND DELIVERED
For and on behalf of
CONCESSIONAIRE by:

SIGNED, SEALED AND DELIVERED For and on behalf of INDEPENDENT ENGINEER by:

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