



## **DRAFT LEASE AGREEMENT**

### **For**

Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops  
(Celly Plaza) at Rourkela.

## **BID DOCUMENT**

Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC, City library Udit Nagar,  
Rourkela-769012

**September 2023**

## SERVICE LEVEL AGREEMENT

This Service Level Agreement (Agreement) is executed on this [+] day of (+) Two Thousand and [•] at [Rourkela]:

### BETWEEN

Chief Executive Officer, Rourkela Smart City Limited having its office at 1<sup>st</sup> Floor, RMC City Library Building, Uditnagar, Rourkela 769 012 (hereinafter referred to as "Authority", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the **FIRST PART:**

### AND

\_\_\_\_\_ [insert name of the Agency), a company organized, Incorporated, registered and existing under the Indian Companies Act, 2013 or 1956/ Partnership Act/Proprietorship Act /Individual and having its registered office at

\_\_\_\_\_ [insert address] (hereinafter referred to as the "Lessee", which term or expression shall, unless repugnant to or inconsistent with the context. mean and include it, its successors, liquidators and permitted assigns) of the **SECOND PART":**

Wherein the Authority and Agency are individually referred to as Party and jointly referred to as "Parties" and the expression "Authority" and "Agency", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

### WHEREAS

- A. Authority has selected M/s. \_\_\_\_\_ as the Successful Bidder through a competitive bidding process for the " Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela."
- B. Authority is in the ownership and possession of the aforesaid property.
- C. With an objective, Authority had invited competitive Proposals / Bids from interested parties to operate, maintain, manage, and transfer the same to the authority after service period is over/terminated on the terms and conditions contained in the Request for Proposal (RFP) document and to levy, demand, collect, retain and appropriate User Charges from the Users of the Facility.

D. The Authority has decided to engage an Agency on Lease Rental basis for better utilisation, Operation and Maintenance (LEASE) of the aforesaid Project site, for 10 years subject to satisfactory performance of lessee. ("LEASE Period").

E. The Authority had accordingly invited proposals by its Request for Proposal No. \_\_\_\_\_ dated. \_\_\_\_\_ (the "Request for Proposal" or "RFP") for selection of LEASE Agency for Operation and Maintenance of the above referred project on contract basis

F. In response to the Request for Proposal document, the Authority has received \_\_\_\_\_ (\_\_\_\_) nos. of Proposals from Bidders

G. Authority has evaluated the technical proposal as per the terms and condition of RFP and shortlisted the qualified bidders for opening of financial proposal, Financial Proposals of technically qualified bidders has been evaluated and authority has accepted the Proposal/Bid submitted by the "**Successful Bidder**" including, inter alia, the (the selected bidder/ M/s. \_\_\_\_\_ ("**LEASE Agency**") and a Letter of Award, bearing No. \_\_\_\_\_ Dated. \_\_\_\_\_ was issued to the Successful Bidder.

H. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as a LEASE Agency as per the roles and obligations as detailed out in this Agreement.

I. Authority acknowledges that as on this day, the LEASE Agency has submitted a demand draft /banker's Cheque for a value of Rs. \_\_\_\_\_ (\_\_\_\_\_ only) towards Performance Security as per the conditions specified in this agreement.

J. The Authority has agreed to the said request of the selected LEASE Agency and has accordingly agreed to enter into this Lease Rental Agreement with the LEASE Agency for RFP for "Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela., Odisha on LEASE Agreement basis, subject to and on the terms and conditions set forth here in after.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

## **Article 1: Definition and Interpretation**

### **1.1 Definition**

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.

1.1.2 "**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

1.1.3 "**Agreement**" means this Lease agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

1.1.4 "**Agreement Date**" means the date of execution of this Agreement;

1.1.5 "**Annual LEASE Fee or Rent** " Rs.2/-per Sqft per month for complete lease period shall mean and excluding all charges, tax, GST. Lease Rent will be increased by 10% after completion of consecutive two years.

1.1.6 "**Applicable Laws**" means all laws, brought into force and effect by Government of Odisha /Government of India including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

1.1.6 "**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the LESSEE Agency under Applicable Laws during the subsistence of this Agreement;

1.1.7 "**Approvals**" means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.

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

1.1.9 "**Authority**" refers to Chief Executive Officer, Rourkela Smart City Limited.

1.1.10 "**Bid**" means the documents in their entirety comprised in the bid submitted by the LESSEE Agency in response to the RFP in accordance with the provisions thereof,

1.1.11 "**Bid Documents**" means the RFP and the Agreement including its schedules,

1.1.12 "**Business Day**" means a day on which banks are generally open for business in Rourkela, Odisha;

1.1.13 "**Clearance**" means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project.

1.1.14 "**Competent Authority**" means any agency, authority, department, ministry, public or statutory Person of the Government of Odisha, or any local authority. or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the LEASE Agency under or pursuant to this Concession.

1.1.15 "**Due Date**" means every month starting from the effective date.

1.1.16 "**Effective Date**" means the date on which all the Conditions Precedent to the effectiveness of this Agreement have been satisfied by both the LEASE and Chief Executive Officer Rourkela Smart City Limited in accordance with this Agreement, which is not later than 15 days from the issue of the LOA or the time extended by the Authority.

1.1.17 "**Encumbrances**" means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

1.1.18 "**Financial Commitment**" means the legally binding undertaking of the LEASSE Agency to mobilize the financial requirements of the project, for ensuring efficient operation & maintenance of the project.

1.1.19 "**Financial Year**" shall mean the year commencing from the 1<sup>st</sup> April of any calendar year and ending on 31<sup>st</sup> March of the next calendar year.

1.1.20 "**Force Majeure**" or "**Force Majeure Event**" shall mean acts, events, conditions, or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts

of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.

1.1.21 **"Lease Means"** Operating leasing as per Indian contract act 1872 or Transfer of Property Act, 1882;

1.1.22 **"Offset Price"** Office Price is Lump sum security Amount quoted by the bidder as onetime payment before execution of Lease agreement. Which will be refunded after Completion of Lease Contract or Termination of Contract leaving after adjusting of any penalty or rent, tax or another due with lessor "Authority" if pending. It will be refunded to lessee "Bidder" without any interest.

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

1.1.24 **"Performance Security"** Amount of Offset price of H1 bidder will be performance security of the project.

1.1.25 **"Project"** shall mean the "Lease Rental Cum Operation and Maintenance of (Celly Plaza) at Rourkela".

1.1.26 **"Termination"** means the expiry of the Agreement Period or termination of this Agreement.

1.1.27 **"Termination Notice"** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.

## 1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- i. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement.
- ii. words importing the singular include the plural and vice versa.
- iii. words "it" or a gender include any gender,
- iv. a reference to an Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule.
- v. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

vi. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document

vii. a reference to a party to any document includes that party's successors and permitted assigns.

viii. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India,

1.2.2 Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

### 1.3 Measurements and Arithmetic Conventions

1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

### 1.4 Ambiguities and Discrepancies

1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply

(a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles:

(b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedules and Appendices, the Schedules shall prevail,

(c) between the written description on the drawings and the specifications and standards, the latter shall prevail;

(d) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and

(e) Between any value written in numerals and that in words, the latter shall prevail.

### 1.5 Priority of Documents

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

(a) This executed Service Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document.

(b) All other documents enclosed/ attached with this executed Agreement.



## **Article 2: Pre-requisites of LEASE Agreement**

2.1.1 The Lessee hereby states and undertakes to have inspected the entire "Assets" of "Celly Plaza" at Hockey Chowk in Rourkela. The LESSEE Agency hereby submits that after having duly inspected the said premises, the LEASE Agency has accepted the premises on "**As is where is basis**".

2.1.2 The Lessee hereby understands that the prerequisite for implementation of the present LEASE agreement and essential to the present agreement would be to submit an Operation and Maintenance Plan and type of activities in each plaza within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 5 before the effective date" work to processed date".

2.1.3 The Lessee hereby understands that the prerequisite for implementation of the present LEASE agreement and essential to the present contract would be to make insurance of the project facilities & equipment within 90 (Ninety) days from the signing of the LEASE Agreement.

2.1.4 The Lessee has to make the project facility fully operational as per Schedule 5 from effective date "work to processed date".

### **2.2 Performance Security**

For Que and punctual performance (Operation and Maintenance) of the obligations under this Agreement, relating to the Project the Lessee will deliver to the Authority within **15 days** of Issue of Letter of Acceptance (LOA) and Submit Performance Security equal to Offset Price quoted by H1 Bidder Rs..... \*(Rs..... Word) in the form of a Demand Draft/Banker's Cheque in favour of CEO, Rourkela Smart City Limited, Rourkela payable at Rourkela in any scheduled bank as per permitted by Odisha Finance department Govt. of Odisha.

\*Performance Security is equal to sum total of offset price of H1 Bidder.

2.2.1 In case of any penalty or of payment of Lessee such as bill, dues, will paid by RSCL, RSCL will deducted the same amount from Performance security and Lessee have to deposit same amount to RSCL within Seven days to maintain the Performance security amount. After seven (7)-day penalty will be applicable as pre SBI Base Rate +3 % till payment received or 60 days from deduction from Performance Security, after 60days Authority may terminate the Lease Agreement due to this reason and forfeit the Performance Security.

### 2.3 Offset Price

Offset Price is Lump sum Security Amount “Rs.....(Rs.....Lakhs)” quoted by the bidder in financial bid above or equal to base price submitted as onetime payment before execution of work to Proceed. Which will be refunded after Completion of Lease Agreement or Termination of Contract after adjusting of any penalty or rent , tax or another dues with of lessee “Bidder” if pending. It will be refunded to lessee “Bidder” without any interest.

### **Article 3: The LEASE Contract**

3.1 In consideration of the payment made and promised as to set out herein above and reserved and the covenants on the part of the Second Party, Authority, hereby Provides LEASE Agreement and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Contract and effective from the "Effective Date", the area (hereinafter called as "Project Premises")

#### **3.2 Project Premises**

3.2.1 The "**Project Premises**" consists of the " Hockey Chowk Shops (Celly Plaza) Parking, electrical rooms, all fixture and fittings and all project assets " and its premises as defined in the Schedule 3 The Lessee shall Operate and Manage the Project Premises as per the provisions of Schedule 3.

3.2.2 The site shall be used only for purpose for which approval is given by Authority and any violation on this account may entail resumption of the site without any compensation to the Lessee.

3.2.3 No structure, shall be allowed in the Project Premises. Also, alteration, modifications of the existing structure is not allowed. However, Lessee may provide temporary partition, false ceiling, interior decoration works etc.

#### **3.3 Tenure**

3.3.1 The Contract shall be effective from the Effective Date as defined above and shall allow the Lessee the use of Project Premises for a term of 10 (Year) years beginning from Effective Date "Work to Proceeds date" thereafter subject to satisfactory performance of lessee. The Lessee Agency hereby accepts the LEASE contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.3.2 The lease agreement shall be registered before the Registering officer, Panposh between Rourkela Smart City Limited & lessee agency/2<sup>nd</sup> party. The entire expenses shall be borne by the lessee agency/2<sup>nd</sup> party

### 3.4 Annual LEASE Fee.

3.4.1 The Lessee Agency agrees and at all times during the pendency of the Agreement from the **Effective Date** of the said project and site remains with the Lessee Agency and shall be paid the following fee each year which shall collectively be referred to as "**LEASE Fee**".

3.4.2 The LEASE Agency shall be paid Annual LEASE Fee to the Authority as per Lease Agreement, on or before 5<sup>th</sup> of the each month in advance start from effective date or work to proceed date fall which month to till 120<sup>th</sup> month of Lease agreement without default;

3.4.2.1 The LEASE Fee-Rental shall be paid to the Lessor "Authority" by RTGS/ NEFT/Account Payee Cheque. The monthly payment will be (LEASE Fees/Rent paid by bidder H1 Bidder) Rs.2/- Per sqft Per month and applicable taxes including GST. The lease rent will be increase by 10% after completion of subsequently two years. The Lease Fee due shall be paid to the Authority for each month till the closing of Lease Agreement monthly by the Lessee.

3.4.2.2 The 1<sup>st</sup> payment of monthly LEASE fee will start from the effective date and shall be paid within 7<sup>th</sup> day in the next subsequent month.

3.4.3 The Agreement permits the Lessee to start Operation and Maintenance as per Schedule 3 from the Effective Date "work to Proceeds date".

3.4.4 The Lessee undertakes to pay all such taxes, fees, duties, charges including Central Tax, GST, all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Project Premises.

3.4.5 The Lessor "Authority" undertakes to pay all the electricity charges, water charges and other such charges which shall be payable by the Lessee "Contractor" directly to the concerned agencies in event of any default being committed by Lessee in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, in that case such payments to Authority along with penal Compound Interest @12% per annum will be appropriated from the Performance security and/or Offset Amount and the LEASE Agency shall replenish the same amount which will be deducted from performance security and /or Offset amount within a month to original level the Performance security and /or Offset amount and in case of appropriation of the entire Performance Security provide a fresh Performance Security and /or Offset amount, as the case may be, and the Lessee shall, within 30 days. replenish or furnish fresh Performance Security and /or Offset amount as aforesaid falling which the Authority shall be entitled to terminate this Agreement.

### 3.5 Rights and Obligations of the Authority

The Authority rights and obligation under the agreement shall be as stated below.

3.5.1 The Lessee is solely responsible to procure all such permissions which may include but not be limited to statutory licenses of local bodies, health authorities, police, environment & pollution control etc required for smooth implementation of O&M project. If require Authority shall provide its No Objection Certificate for procuring and maintaining such permissions only on Demand or written permission being sought by Lease Agency from the Authority.

3.5.2 The Authority undertakes to issue such No Objection Certificate on request of Lease Agency if required as per the law to get any permission/approval

3.5.3 The Authority may deny or withdraw such No Objection Certificate if the Lease Agency fails to honour its part of obligation under the Lease Agreement

3.5.4 The Authority shall hand over the entire Project Premises on "as is where is "basis to the Lessee Agency on the day of effective date or Issuance of work to Proceeded letter date.

### 3.6. Rights and Obligations of the Lessee Agency

3.6.1 The Lessee Agency will use the space only for approved Commercial activity as per Lease agreement, and applicable laws. Lessee shall not use any part of the Lease out area for Sub lease for any purpose. The Lessee will take prior permission from the authority "Lessor" before installation of name branding in outer façade and roof top of the MLCP building.

3.6.1.1. The Lessee Agency shall at all times be obligated to maintain the Project Premises in good operational condition and be required to provide services of excellent quality at par with industry standards. The Lessee Agency shall always ensure that the project assets are operated, maintained and managed in accordance with the Operation and Maintenance Schedule provided in Scheduled 6, and standard Industry practices.

3.6.1.2 The Lessee will Pay lessee rent each month as per Lease Agreement in case of any default authority may adjust that very month rent from submitted Performance Security. In case of consecutive default of two month rent due date i.e. "5<sup>th</sup> of Month" Lessor may terminate the Lessee Agreement and forfeit the Performance Security. Lessee replenish the Performance Security or Offset amount within 60days of 1<sup>st</sup> default or aforesaid falling with interest of "SBI Base Rate +3%". In case of lessee

does not replenish performance security within 60days, Authority shall be entitled to terminate this Agreement

3.6.2 The minimum Operation & Maintenance standards are given in Schedule 6. The Lease Agency shall prepare a detailed Operation and Maintenance Plan. The plan shall include the maintenance staffing and administration, dispatch procedures preventive maintenance techniques and schedules, final maintenance equipment list and other details as may be appropriate. The Lessee will submit every month the maintenance reports to the Authority as and when required by authority.

3.6.3 The Lease Agency shall take approval from the Authority to start any other activity which is not listed in Schedule 3.

3.6.4 The Lessee shall not construct any structure on the Project premises without prior approval of Authority "Lessor".

3.6.5 The Lessee will not alter or harm any existing structure and equipment in list Project Premises without prior approval of authority "lessor". The indicative list of equipment and internal assets is given in Schedule 4 However before signing of the Service Agreement, the Project Premises shall be jointly surveyed by Authority representatives and Lessee for arriving at actual project assets, prior to giving right of access to the Lessee Agency at the Project Premises.

3.6.6 The Lessee shall take prior permission from the authority "Lessor" before installation of name branding in outer façade and roof top of the "Celly Plaza";

3.6.7. In case of Termination due to Lessee default Lessor may deduct 6 (six) months' rent from the **"Offset price"**.

(a) On completion of the joint measurement of the Project Premises in terms of Clause mentioned above and after joint verification of Site inventory and other immovable assets on the subject site, Authority shall provide the right of access to the Agency on "as is where is basis. The right of access to the Agency shall be provided by the Effective Date Notwithstanding such right of access being provided at a later date, the Agency shall not have any claim whatsoever against Authority with respect to the condition of the Project Premises or any change in the condition of the Project Premises from the Effective Date itself.

### 3.7 Employment of personnel

3.7.1 Employment of the personnel in the project is as per the applicable Laws and Rules

### 3.8 Indemnity

3.8.1 The Lessee Agency hereby unequivocally and unconditionally undertakes to do the following acts,

(a) The Lessee shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the Lessee Agency undertakes to keep the Authority indemnified against any claims arising due to the same including but not limited to PF, Workmen Compensation ESI, CL (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.

3.8.2 The Lessee Agency undertakes to comply with all the applicable Law. Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The Lessee Agency shall not make any claim whatsoever against the Authority the Lease undertakes to keep the Authority indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Lessee Agency whether committed, omitted or arising within or without the scope of Service Agreement

3.8.3 The Lessee Agency undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and any other linked activity is not followed. However, to avert any such tragedy or catering to such emergency situations the Lessee Agency shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.

3.8.4 The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination, the Lessee Agency shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.

3.8.5 The Lessee Agency shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by Lessee Agency.

### 3.9. Other Mandatory Requirements/ LEASE obligations for Operationalization of Project

3.9.1 The Lessee Agency undertakes to adhere to the Lessee Requirement as per Schedule 3 during the entire LEASE Period including renewal, if any.

### 3.10 Insurance

The Lessee Agency shall at its cost and expense, purchase and maintain during the Lease Agreement Period” insurance to cover against all project assets in line of Contractor’s all risk insurance (CAR) policy.

(a) Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value:

(b) The Lessee Agency’s general liability arising out of the LEASE Contract:

#### 3.10.1 Insurance Companies

The Lease Agency shall insure all insurable assets lying and being at comprised in the project site. Authority's equipment’s and/or the project facilities and services through, Indian insurance companies and if so, permitted by Gol, through foreign insurance companies, to the extent that insurances can be affected with them

#### 3.10.2 Evidence of Insurance Cover

The LEASE Agency shall from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications, or other satisfactory evidence of insurance) obtained by the LEASE Agency in accordance with this Agreement.

#### 3.10.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the Q&M Agency towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The LEASE Agency may designate the Authority as the loss payees under the insurance policies assign the Insurance policies in their favour as security for the Financial Assistance The Lessee Agency shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall after such



repair or renovation or restoration or substitution be, as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

In the event of the insurance company refusing to pay the claim arising out of the loss aforesaid on the ground that the fire was intentionally or wilfully caused by the lessee agency / 2nd party or his agents, the lessee agency / 2nd party shall be liable for and compensate the lessor / Rourkela Smart City Limited on account of the loss or damage caused to the said buildings, Project “assets, services,”

#### 3.10.4 Validity of the Insurance Cover

The Lessee Agency shall pay the premium payable on such insurance policy(es) so as to keep the policies) in force and valid throughout the Agreement Period and the copies of the same to the Authority Each insurance policy that provide that the same shall not be cancelled or terminated unless 10 Days clear ratio of cancellation provided to Authority in writing if at any time the O&M Agency/Lessee fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at to option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the O&M Agency/Lessee forthwith on demand failing which the same shall be recovered by the Authority by exercising right of set off or otherwise. Insurance policy will be taken in favour of Chief Executive officer, Rourkela Smart City Ltd by the Lessee Agency.

#### **Article 4: Monitoring of Project**

4.1 The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of mandatory O&M requirements largely as per the format in Schedule 3.

4.2 If the Lessee is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the Lease Agreement then Authority will issue a notice of non-compliance to Lessee. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the Lessee.

4.2.1 if the Lessee is non-compliant after the end of the said cure period then Authority can issue a termination notice as per Clause 5.1.1.

4.2,2 The Lessee shall replenish in case of partial appropriation, to its original level the Performance Security and or Offset Amount, and in case of appropriation of the entire Performance Security and or Offset amount provide a fresh Performance Security and or Offset amount, as the case may be. and the Lessee Agency shall, within 30 days, replenish or furnish fresh Performance Security and or Offset amount as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

## **Article 5: Termination and Consequences**

### **5.1 Termination**

5.1.1 The Authority may, without prejudice to any other remedy for breach of Agreement, terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (l) of the section below. In such an occurrence, Authority shall give 30 (thirty) days written notice of termination to the Lessee Agency.

- (a) On breach of any conditions given in the RFP;
- (b) On completion of the LEASE period, it will be considered as Termination.
- (c) If the Lessee Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (d) If the Lessee Agency becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (e) If the Lessee Agency, in the judgment of RSCL authorities has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) If, as the result of Force Majeure, the Lessee Agency is non-compliance of LEASE Obligations for a Cure period of not less than 30 (thirty) days;
- (g) If the Lessee Agency submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (h) If the Lessee Agency places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (i) If the Lessee Agency fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (j) If any complaint is received regarding delay in submission of EPF or ESI or any

other statutory dues to be paid by the Lessee Agency;

- (k) If the Lessee Agency violates any norms or if it commits any particular/ similar Fault for four times, in the Project Facility, within one year of the occurrence after the first event.as mentioned in the Penalties to be charged from Lessee Agency table of Schedule 3 A.

## **5.2 Suspension of Contract**

- 5.2.2 If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.
- 5.2.3 In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.
- 5.2.4 In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the Lessee Agency is bound to pay the Annual Fee in form of Monthly Rent in case the Authority permits the Lessee Agency to continue the service after the periodof Suspension.

## **5.3 Transfer of the Project**

- 5.3.2 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.
- 5.3.3 The transfer of the Project site and equipment's installed in it as per Schedule 4 will be handed over to the Authority by Lessee Agency in Good and running condition except natural wear and tear.
- 5.3.4 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable

regarding the proposed arrangements for operation of the Project following the Transfer Date. The Lessee Agency shall further provide such reasonable advice and assistance as the Authority, its Lessee Agency or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date .

Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the Lessee Agency of the time, date and venue of such verification, compliance by the Lessee Agency with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Lessee Agencies cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Lessee Agency at its cost.

## **Article 6: Dispute Resolution**

### **6.1 Amicable Resolution**

6.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 6.2.1 below;

6.1.2 Either Party may require such Dispute to be referred to the Chief Executive Officer, Rourkela Smart City Limited for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.2 below.

### **6.2 Arbitration**

All disputes, difference, claims and questions whatsoever arising out of this agreement between Rourkela Smart City Limited & lessee agency or their representatives and or assigns on the one hand and the lessee agency on the other hand touching and concerning these presents or anything herein contained or in anyway relating to or arising from these presents shall be referred to a sole arbitrator to be appointed by Rourkela Smart City Limited. The arbitrator shall have summary powers the award of such arbitrator, so appointed shall be final and binding on both the parties to this agreement. Such arbitration proceeding will be at Rourkela. The cost and expenses of arbitration proceeding shall be borne by the 2nd party / lessee agency.

#### **6.2.1 Procedure**

The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

#### **6.2.2 Place of Arbitration**

The place of arbitration shall be Rourkela only and the jurisdiction of the Courts of Rourkela shall prevail.

#### **6.2.3 Language - English**

The request/notice for arbitration, the answer to the request /notice, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

#### **6.2.4 Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1996 subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **6.2.5 Performance during Arbitration**

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

#### **6.2.6 Fees and Expense**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

### **6.3 Jurisdiction and Governing Law**

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Rourkela shall have exclusive jurisdiction.

#### **6.4 Appointment of Arbitrator: - Chief Executive Officer, Rourkela Smart City Limited Shall appoint an Arbitrator on receipt of request/notice as per law**

## Article 7: Accounts & Audits

7.1 The Agency agrees and undertakes that during the subsistence of this Lessee Agreement, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws in India. The said account shall, inter-alia, clearly reflect:

- Account of receipts and receivables.
  - Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
  - Application of debt (if any) and application of equity fund.
- 

7.2 Chief Executive Officer, Rourkela Smart City Limited or its Authorised representative shall have the right to inspect the records of the Agency during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority.

7.3 The Agency also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.

7.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 7, if desired by Authority, it may appoint an independent auditor (herein the **“Independent Auditor” duly qualified from ICAI**) at its own cost, and the Agency shall render all necessary assistance for the audit.



## **Article 8: Miscellaneous Provisions**

### **8.1 BINDING PROVISION**

8.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

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### **8.2 ASSIGNMENT**

8.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.

### **8.3 NO PARTNERSHIP**

8.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

### **8.4 ENTIRE AGREEMENT**

8.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

### **8.5 WAIVER**

8.5.1 A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

### **8.6 NOTICES**

8.6.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-

mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

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In the case of notice given to:

8.6.1.1 Authority

Chief Executive Officer, Rourkela Smart city Limited

8.6.1.2 Lessee Agency

Name .....Address ..... Name,  
Designation of Authorised Contract Person.....

## 8.7 PRIVACY OF CONTRACT

8.7.1 Only authority may enforce terms of this Agreement.

## 8.8 SEVERABILITY

8.8.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or un-enforce ability of any other provision hereof.

## 8.9 REMEDIES

8.9.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

## **8.10 CAPTIONS**

8.10.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

## **8.11 GENERAL**

8.11.1 This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Lessee Agency and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE

LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

For, _____  (First Part)	_____  (Second Part)
Date: _____	Date: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Seal: _____	Seal: _____
In presence of:	
1. Signature	1. Signature
Name: _____	Name: _____

## Schedules

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## Schedule 1: Letter of Acceptance (LOA) to the Lessee Agency

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Letter of Acceptance (LOA) for Project of “Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza )at Rourkela”.

.

Ref: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

1. With reference to above captioned subject your tender has been accepted by Authority for Selection of Agency Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza )at Rourkela”.. The rate quoted by you for Offset Price is Rs. \_\_\_\_\_ (In words.... Rs..)
2. That as per the condition of the tender documents you shall be required to execute LEASE Agreement within 15 days from the issue of the LOA as mentioned in the RFP. Failing to which LOA shall be annulled and Bid Security shall be forfeited.
3. Therefore, you are required to deposit Bank guarantee/TDR/DD as per Govt. of Odisha finance Deptt. \_\_\_\_\_ towards Performancesecurity which is equal to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as per the provisions.
4. As a token of acceptance, you are required to return a signed copy of this LOA to Authority within 3 days of the date of issue of LOA.

Accepted by:

Authorised Representative)

Name , Designation, Signature

Date:

Place

**Schedule 2: Format of Performance Security**  
**Not Required**

### Schedule 3: LEASE Obligations

The LEASE Agency shall undertake the Lease Rental Cum Operation and Maintenance of Hockey Chowk Shops (Celly Plaza) at Rourkela", its premises as mentioned below.

Boundary of the Project Premises to be handed over to the LEASE Agency for Operation and Maintenance

**a. Details of the Project**

Table:1

Sl. No.		No. of	Size in Sqft.	Single Sqft	Total Sqft	Total Area with (Sqft) Approx.
		Shop		Shop	Shop	Shop
1		1,2,3	11.99 x 11.61	11.99 x 11.61	139.20	23,000
2		4	35.761 x 11.64	35.761 x 11.64	415.32	
3		5	14.44 x 16.08	14.44 x 16.08	232.20	
4		6	14.44 x 12.30	177.61	177.61	
Other Fixture, Furniture, Fittings, Landscaping and Hardscaping will be listed in presence of Both parties after execution of Lease Agreement and before of Work to Proceed date. Accordingly, Lessee will provide the maintenance plan and take Insurance for project assets.						

**Note: The Project Area is tentative and can vary at- the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.**



**A. Minimum Operation and Maintenance Obligation**

The operation and maintenance have been made in a way to ensure smooth and safe utilisation of “Celly Plaza) at Rourkela” and its assets as per the provision of LEASE Agreement.

- i. The Lessee agency shall have to pay all the utility charges such as but not limited to electricity charges, water charges and other applicable charges during the entire LEASE period.
- ii. The Lessee Agency shall be responsible to follow all the terms and condition of LEASE contract with respect to operation and maintenance of project. This shall include but not limited to:
  - Operations and Maintenance of Celly Plaza as per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, ground floor porch area, first floor open sitting area.
  - Ensure safety and security of Celly Plaza as per good industry practice.
  - Cleaning of allotted space and management of solid wastegenerated due to operation including collection, transportation and scientific disposal at its own cost.
  - Cleaning of toilets. Deployment of staff and its management as per the provision of LEASE contract and prevailing laws of State Government.
  - Abide by all Laws/Statutes in connection with this project including Insurance.
  - Lessee Agency has to ensure no activities (other than approved and permitted by Chief Executive Officer, Rourkela Smart City Limited) takes place which can create noise.
  - Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area.
  - Opening Hours –As per the permission from Authority.
  - Lessee Agency has to maintain RO facility in.
  - Lessee Agency will maintain the VMS facility of the premisses (always in running condition) and Content must be broadcast as per applicable Laws;
  - Lessee Agency will maintain up to operation level of the all-project assets.
  - In case of any damage, theft, brokage of project assets lease will replace, or make it functional as on receiving date of Project assets till handing over to authority.
  - Lease has not right to Sublease the project assets without the prior permission of Chief Executive officer of RSCL.

iii. Employment of personnel

- The Lessee Agency agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The Lessee Agency shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The Lessee Agency shall engage fully trained and adequately experienced staffs, who are medically fit and free from any serious diseases. The Lessee Agency shall get the medical examination of his employee once every 6 months and submit the said test report to Licensor from authorized local body or from body as may be directed by the Licensor.
- The Lessee Agency undertakes and acknowledges that Rourkela Smart City Limited shall have full rights to Test, Interview, otherwise assess or determine the quality of Lessee Agency employees/workers deputed in its premises. Rourkela Smart City Limited can direct the Lessee Agency and the Lessee Agency shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.

iv. Chief Executive Officer, Rourkela Smart City Limited will have full access and authority to the site at convenient time and to review the relevant books and papers.

v. Cleaning and Solid Waste Management

- Cleaning roster shall be maintained by Agency and provided to the authority whenever asked for.
- Agency shall ensure that the Project Facility areas are clean
- Agency shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
- There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness

- While cleaning the Project Facilities, Agency shall make sure that the dump shall not be thrown in rest of the areas of Celly Plaza, except any area which is designated by the Rourkela Smart City Limited authorities for such purpose.
- Agency shall follow adequate waste management and disposal methods for waste generated from Project
- Transportation of waste should be done regularly to ensure that the containers /trolleys and dustbin sites are cleared before they start overflowing.
- No. of dustbins and specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
- The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
- The area around the dustbins should be kept clean at all times.
- Proper lighting should be available even in night.

vi. Facility operations

Agency shall follow the following timetable for routine cleaning of the Project Facility:

- ☐ **Daily Tasks:** Clean, sweep and wash floors, dust, clean (open) drains, empty dustbins
- ☐ **Weekly Tasks:** Clear cobwebs, clean doors and windows, walls,
- ☐ **Monthly Tasks:** Repairs, fumigation, water tanks.
- ☐ **Annual Tasks:** Pest eradication, contract renewals.

vii. Toilets

- Public toilets should be well maintained.
- Public toilets shall contain several of the following fixtures like, Air fresheners orodour control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.

viii. Lessee Agency is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period, he has to corrected the any damage at level of working or in time of handover.

ix. Lessee Agency shall provide the required firefighting equipment conforming to relevantstandards and the applicable rules and regulations

x. Lessee Agency has to ensure that water supply, drainage, electricity services, Variable Message Sing Board to the pnt facility be fully operational during the Lessee period or till handing hover to authority whichever is later.

xi. Lessee Agency has to ensure that project site remains free from all encroachments and take necessary steps to remove them.

- xii. Lessee Agency has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- xiii. Lessee Agency has to abide by Force majeure and termination related provisions as per Article-1(Definition & Interpretation).
- xiv. The Lessee Agency is also responsible for repair and replacement of damaged tiles, electrical fixture, and fittings, gates.

**B. Permissible Activity in Celly Plaza**

Table: 3

Sl.No.	Permissible Activities
1	All Business and Commercial Activity may be performed as per location, except “list mentioned in below Para(h)” in the “Celly Plaza” premises with Prior approval of Lessor i.e. RSCL.

**h. Activities not permitted in any case in the Project Premises**

The Lessee Agency shall not undertake following activities on the Project Site:

1. Motor Garage or any form of Automobile repairing centre is not allowed in project premise.
2. Any activities resulting into pollution to ground water
3. Any activities creating breach of urban design guidelines of Rourkela
4. Any Activities of hazardous nature to environment and the society
5. Activities resulting air and noise pollution
6. Any other Unlawful activities
7. The above prohibited activities are not exhaustive and can include any act or omission which is violation and against this Agreement.
8. Opening of Liquor shop/Gamble shop/ Gambling shop/Selling of in toxic materials drug.
9. Any other actively prohibited by Rourkela Municipal Corporation, Rourkela Development Authority Govt. of Odisha as well as Govt. of India.

## **Schedule 4: Existing Infrastructure**

### **INDICATIVE LIST ONLY**

01. Electrical fittings, Fixture & installation: (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL, Decorative. Lanterns & other types), Lightning Arresters, MCBs Panels and Signages etc.
02. Firefighting Equipment's: Fire extinguisher, Hooter, Hoses, Pressure Gauge, Sprinklers and Valves etc. as per Fire Safety Guidelines.
03. Sanitary Fittings: Basins, Bottle traps, Cocks, Mirrors, Pans with cistern, Soap Dispensers, Toilet paper holders and Towel rings etc.
04. Transformer: Plinth mounted 500 KVA Load at 11 KV supply with HT 3 phase.
05. Variable Message signboard
06. Canopies

However final list will be prepared after joint inspection and Construction Contractor Completion documents.

**Schedule 5:**

**Operation and Maintenance Plan & Waste Disposal plan**

*To be provided by the Lessee Agency before effective date or “Work to proceed” and Same Will have been be approved by Authority.*

## **Schedule 6: Minimum Operations & Maintenance Standards**

### **Civil Works**

#### Building Exterior and Interior

- Exterior or facade of buildings, including common facility shall be inspected and cleaned on a regular basis.
- Common areas within building like floors, lobbies, corridors, staircases, sitting chairs, washrooms and such areas etc. must be cleaned regularly to ensure cleanliness and hygiene, once a day.
- Relevant external and entire internal areas within Facility Plaza, shall be repainted and refurbished before handover of the project after the completion of LEASE Period.

### **Services**

#### Electrical

- Operate and maintain the entire Electrical System as installed from the point of receipt of power supply as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electric rooms, electrical equipment's in public areas are locked at all times and limited access is provided to authorized personnel only
- Ensure all cable and wire connections are insulated, clean and firm/intact.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
- Check all meters periodically to ensure they are functioning and show correct readings.
- Ensure all light fittings including lamps are in proper working condition at all times vis-à-vis intensity (Lux) and spread. Further, replacements of lamps and allied fixtures in common areas are carried out promptly. Defective lamps and fixtures shall be replaced if necessary, by the Agency.
- During nighttime common areas should be sufficiently illuminated to ensure visibility and safety of users.
- Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each module and also maintain all earthing pits.
- To prevent overloading of electrical installations and to monitor by regular inspections

#### Water Supply and Sanitation

- To ensure steady water supply for 24-hours.
- To ensure all water supply pumps, pressure vessels and related components are maintained as

specified in manuals furnished by manufacturers/original installation contractors.

- To ensure all water valves and conveyance network (pipes) operate smoothly and there are no leaks/blocks anywhere in the system.
- To ensure the potable water supply at par with WHO standards. To take samples and have water tests carried out on a regular basis at recognized labs.
- All chambers, manholes and sewer lines should have proper disposal of sludge. Regular cleaning and de-silting should be done to ensure clear passage of sewage. In case of any choking, it shall be attended promptly.
- All toilet and bathrooms fittings should be cleaned and maintained daily to ensure hygienic condition. It should also be ensured that all these fittings function properly and in case of any malfunctioning should be replaced immediately.
- To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site/ authorized BMC dustbins.

#### Miscellaneous

- To maintain security of the Project premises so as to ensure safety of visitors and their belongings.
- Rodents/Pest control and periodic disinfections by usage of chemicals for all areas to maintain hygiene and prevent, contain or spread of diseases. Special care should be taken during rainy/monsoon or any other season when the incidences of epidemics are more.
- To deal fairly, impartially and courteously with all complaints and enquire
- Maintenance, upkeep and replacement of all signages in common areas so as to ensure its clear visibility and efficacy.
- Adequate provision and maintenance of emergency services, which should be immediately revoked during happening of any accident or mishap.
- To provide Office Support Staff for day-to-day operation.
- To provide up-to-date Facility Maintenance records including all documents and maintenance records to the Nodal Officer/designated Engineer in Charge on a daily basis.
- To ensure general cleanliness and hygiene in the overall environment.



Complaint Management			
Description of Complaints	Service required	Report	Complaint Closure time
For Minor Defects	Replacement by LEASE Agency	Immediately	2 hrs.
For Major Defects			
Item available locally	Rectification / Replacement by	Immediately	1 week
Item available domestically	external agencies (Main Contractor / Vendors / Manufacturer / Supplier	24hrs	2weeks

**Service Level Agreement  
(Operations)**

**1. Daily services:**

**(First shift should be completed before 8:30 Am every day)**

<b>Sl. No</b>	<b>Service Level Requirement</b>	<b>Min Requirement</b>	<b>Non Compliance Limit</b>	<b>Penalty Rate (INR)</b>
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility.	1 Times/Day	1 Day	500/Day
2	Cleaning of Toilets as per defined scope of work	2 Times/Day	1 Day	500/Day
3	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once / Day	Compulsory	1000 / Day
4	Cleaning of windows from outside in office, passages and corridors and all glass facade outside all around the building on ground floor.	Once / Day	Compulsory	1000 / Day
5	Sweeping, wet mopping, dusting of stairs(including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	1000 / Day
6	Cleaning and upkeep of all Parking, service, basement and maintenance area.	Once / Day	1 day	1000 / Day

## 2. Regular Maintenance Services

Sl. No.	Service Level Requirement	Minimum Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day
2	Cleaning and disinfection of all water tanks.	Once a month	1 Day	10,000/Day
<b>UG TANKS &amp; WATER SUPPLY (As per scope of work)</b>				
1	Cleaning of walls, slab, raft from inside and removal of algae, waste particles.	Once a Month	2 Day	1000/Day
2	Maintenance of submersible pumps.	Once /15 Days	3 Day	10,000/15 Days
3	Chemical treatment of water for purification.	Alternate Days	4 Days	500/Day
4	Maintenance of manhole cover including replacement if found damaged or theft	Once/15 Days	Compulsory	As per twice the market rate of damaged / Theft fixture or 2000/ Day whichever is higher.

<b>SW DRAIN AND SEWAGE SYSTEM</b>				
1	Cleaning of bed properly including removing of mud, soil etc.	1 Time / Week	1 Day	5,000 / Day
2	Regular maintenance of drain covers including replacement if found damaged.	1 Time / Week	1 Day	5,000/ Day
<b>PEST CONTROL</b>				
1	Disinfestations treatment	1 Time / Fortnightly	1 Day	5,000/ Day
2	Rodent Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance

3	Fly Control	1 Time / Monthly	1 Day	5,000 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	1 Day	5,000 /on repeated non-compliance
<b>OTHERS</b>				
1	Repair and maintenance of sanitary fixtures,	On alternate days	Compulsory	300 / Day
2	Removal and replacement of damaged sanitary fixtures and lavatories if required.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
3	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged / theft fixture or 2000/ Day whichever is higher.
4	Cleaning of all lamps, streetlight poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	On alternate days	4 Days	300 / Day
5	Removal of damaged CFL's and fixtures if required.	Immediate	Compulsory	As per twice the market rate of damaged/ theft fixture or 2000/ Day whichever is higher.
6	Regular maintenance of switch boards, sockets, plug points, MCCB's, MCB's and all main and sub panels including replacement of all fixtures if found theft or damaged.	On alternate days	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day
<b>PATHWAY</b>				
1	De-weeding work for pathways including all anti treatment, cutting, removing and gap filling with sand if	2 Times/Month	15 Days	15,000/Day

	required.			
2	Removal of water by manually stacked rainwater.	Every day before park opening time	1 Day	5,000/Day
3	Removal and making of damaged kerb-stone including plaster to provide weep-holes for water drainage.	On Alternate Days	2 Days	10,000/Week
4	Painting work of kerb stone of approved shades.	1 Times/ 6 Months	1 Month	10,000/Week
<b>Boundary Wall</b>				
1	Painting inside outside as per approved paint on grills, fencing & all service / entry gates and gate columns.	1 Time / 6 Month	1 Month	10,000/15 Days
2	Electric fixtures maintenance or replacement if found theft or damaged by non-social elements all complete as per direction of engineer in charge.	Immediate	Compulsory	As per twice the market rate of damaged /theft fixture or 2,000/ Day whichever is higher.
3	Cleaning of all lamps, street, light poles, railing lamps, foot lights.	On Alternate Days	4 Days	300/Day

### **List of Consumables to be used**

The indicative list of the consumables (which may be altered as per actual requirement) to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the Lessee Agency in his proposal. The Lessee AGENCY shall use consumables of the reputed brands as per the requirement and direction of the Client. The indicative lists of consumables are as follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brass

- vii. (Bathroom Cleaner)
- viii. (Glass Cleaner/Colin)
- ix. (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Baygon/ Mortein Spray
- xv. Binliners
- xvi. Odonil
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic

P.S - Disinfectant, sanitizers etc. are to be provided by Lessee Agency as per the State/Central guideline.