



## **DRAFT LEASE AGREEMENT**

### **FOR**

**Selection of Agency for Lease of Ground Floor of CCC Building at  
rOURkela One, Rourkela, Odisha.**

### **BID DOCUMENT**

Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC, City library Udit Nagar,  
Rourkela-769 012

**November 2025**

## 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, Udit Nagar, 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 PARTY “Lessor”**:

### 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 "Agency", 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 PARTY “Lessee”**:

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 of Ground Floor of CCC Building at rOURkela One, Rourkela, Odisha ".
- 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 the expiry of the lease period 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 give this property to an Agency on Lease Rental basis for better utilisation, Operation and Maintenance, initially for a period of 10 (Ten) years and further extendable up to 5 years based on the performance review. ("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 Lease of Ground Floor of CCC Building at rOURkela One, on Lease Agreement 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. \_\_\_\_\_ ("LESSEE 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 LESSEE Agency as per the roles and obligations as detailed out in this Agreement.
- I. Authority acknowledges that as on this day, the LESSEE Agency has submitted a demand draft /banker's Cheque/ for a value of Rs. \_\_\_\_\_ (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 Lessee Agency and has accordingly agreed to enter into this Lease Rental Agreement with the Lessee Agency for RFP for "*Selection of Agency for Lease of Ground Floor of CCC Building at rOURkela One, 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:

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## 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 "**LEASE Fee or Rent**" "Rs..../- (Rs. ....only)\*\* Per Sqft. per month for Ground Floor Excluding GST, electricity charges, Maintenance of Common Area" and other tax and duties. Rental price will increase by 5% after completion of every two years. The detail computation of monthly charges towards rent, fixed charges, and electricity charges is given in the Annexure-1

*(\*\* The lease rent will be amount quoted by the H1 Bidder in financial Bid and it will be equal or more from Rs.50/- Per Sqr ft. per month excluding any charges and taxes.)*

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 entity 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 5<sup>th</sup> Day 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 LESSEE 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 LESSEE Agency to mobilize the financial requirements of the project, for ensuring efficient Operation & Maintenance and payment of rent 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 Deleted "

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**" Performance Security amount, which will be Six (6) Months' rent charges of Lease property plus lump sum amount of Rs.3,00,000/- towards electricity charges

1.1.25 "**Project**" shall mean the "Selection of Agency for Lease of ground Floor of CCC Building at rOURkela One, Rourkela, Odisha".

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.

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- 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. a 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.



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## Article 2: Pre-requisites of LEASE Agreement

2.1.1 The Lessee hereby states and undertakes to have inspected the entire “Assets” of ground Floor of CCC Building, rOURkela One, Odisha. 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 Ground Floor of CCC Building of rOURkela One within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 4 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 Agreement would be to make insurance of the project facilities & equipment within 30 (Thirty) days from the signing of the LEASE Agreement.

2.1.4 The Lessee has to make the project facility fully operational as per Schedule 4 from “effective date or Work to Processed date”.

### 2.2 Performance Security (PS)

For due 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, which will be Six (6) Months’ rent charges of Lease property plus lump sum amount of Rs.3,00,000/- towards electricity charges Rs.(.....) ‘estimated by RSCL’. 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.

2.2.1 In case of any payment which is to be paid by the lessee, but due to delay /default, RSCL pays the same amount will be deducted 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 and after 60days Authority may terminate the Lease Agreement due to this reason and forfeit the Performance Security.

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The above security shall be returned after completion of lease period. In Case of Termination of Contract by lessor i.e. by RSCL Performance Security shall be refund after deduction of any dues/demand. No interest is payable on this deposit.

### **2.3 Deleted**

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**Article 3: The LEASE Agreement**

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 Agreement 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 Ground Floor premises, electrical fixture fitting ,electrical rooms, toilet blocks and all other project assets fixed in Ground Floor as defined in the Schedule 2. The Lessee shall Operate and Manage the Project Premises as per the provisions of Schedule 2.

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

**3.3 Tenure**

3.3.1 The Agreement 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 (ten) years beginning from Effective Date i.e "Work to Proceeds date" thereafter subject to satisfactory performance of lessee it may be extended Up to 5 years. The Lessee Agency hereby accepts the LEASE Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

**3.4 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 month which shall collectively be referred to as "**LEASE Fee**".

3.4.2 The LEASE Agency has to pay LEASE Fee/Rent to the Authority as per lease agreement on or before 5<sup>th</sup> of the each month in advance.

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) will be Rs.... (Rs. ....Only ) Per Sqft. per month (Quoted by the H1 bidder) Excluding GST. This lease fee or rent

is exclusive of electricity charges, Maintenance of Common Area” and other tax and duties. Rental price will increase by 5% after completion of every two years. The LEASE Fee-Rent due shall be paid to the Authority for each month till the closing of the LEASE Agreement monthly by the Lessee..

3.4.3 The Agreement permits the Lessee to start Operation and Maintenance as per Schedule 2 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 “Agency” 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 the LEASE Agency shall replenish the same amount which will be deducted from performance security and amount within a month to original level the Performance security and in case of appropriation of the entire Performance Security provide a fresh Performance Security , as the case may be, and the Lessee shall, within 30 days. replenish or furnish fresh Performance Security 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 Lessee 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 Lessee 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.

3.5.5 RSCL can cancel the lease only after giving due notice of minimum 6 (six) month after giving proper reasons.

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

3.6.1 Lessee Agency will use the space only for approved Commercial activity as per Lease agreement, and applicable laws. Lessee is not permitted to sublease any part of the Lease out area or any kind of rental purpose. The Lessee shall take prior permission from the authority “Lessor” before installation of name branding in outer façade and roof top of the CCC 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 operational in accordance with the Operation and Maintenance Schedule provided in Scheduled 4 , 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 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 4. The Lessee 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 Lessee Agency shall take approval from the Authority to start any other activity which is not listed in Schedule 2.

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 3 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 CCC Building.

3.6.7. In case of Termination due to Lessee default Lessor shall forfeit “Performance Security”.

(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.

3.6.8. Refundable security deposit will be refunded to the lessee with 3 months from the date of termination or completion of the lease period without any interest with adjustment of any penalty or dues “if any”.

### **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 performance Security (PS), Workmen Compensation ESI, CL (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws,

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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 2 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 for **Value Rs.5.00 Cr (Rs. Five Cr.)** in line of Contractor’s all risk insurance (CAR) policy.

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- (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 Agreement:

#### 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, up to the project assets.

#### 3.10.2 Evidence of Insurance Cover

The LESSEE 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 LESSEE 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/Lessee Agency towards repair or renovation or restoration or substitution or building or rebuilding of the Project Assiettes, Facilities and Services or any part thereof which may have been damaged or destroyed. The LESSEE 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 or building or rebuilding to the extent possible in such manner that the Project assets, Facilities and Services or any part thereof, shall after such repair or renovation or restoration or substitution or building or rebuilding 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



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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.

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**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 2.

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 in case of appropriation of the entire Performance Security provide a fresh Performance Security , as the case may be. and the Lessee Agency shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

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**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 (k) of the section below. In such an occurrence, Authority shall give 180 (One Hundred Eighty) 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 Agreement, 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 Agreement.
- (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 Agreement, 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 4.

## **5.2 Suspension of Agreement**

- 5.2.1 If required by circumstance or on instruction of Authority in writing, the Agreement may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.
- 5.2.2 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.
- 5.2.3 In case of suspension of the Agreement, 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 Lease Fee or rent in form of Monthly Rent in case the Authority permits the Lessee Agency to continue the service after the period of Suspension.

## **5.3 Transfer of the Project**

- 5.3.1 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.
- 5.3.2 The transfer of the Project site and equipment's installed in it as per Schedule 3 will be handed over to the Authority by Lessee Agency in Good and running condition except natural wear and tear.
- 5.3.3 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date, in the event of Termination by efflux of time. The lessee shall maintain the premises as per the maintenance norms during the six month period.

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.

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**Article 6: Dispute Resolution****6.1 Amicable Resolution**

6.1.1 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 an arbitrator, so appointed shall be final and binding on both the parties to this agreement. Such arbitration proceeding will be at Rourkela. 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 settled by the arbitrator.

#### 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 provision 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 Expenses

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 settled by the arbitrator.

### 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: Miscellaneous Provisions**

### **7.1 BINDING PROVISION**

- 7.1.1 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.

### **7.2 ASSIGNMENT**

- 7.2.1 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.

### **7.3 NO PARTNERSHIP**

- 7.3.1 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.

### **7.4 ENTIRE AGREEMENT**

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

### **7.5 WAIVER**

- 7.5.1 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.

### **7.6 NOTICES**

- 7.6.1 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:

7.6.1.1 Authority

Chief Executive Officer, Rourkela Smart city Limited

Lessee Agency

Name .....Address ..... Name,

Designation of Authorised Agreement Person.....

**7.7 PRIVACY OF AGREEMENT**

7.7.1 Only authority may enforce terms of this Agreement.

**7.8 SEVERABILITY**

7.8.1 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-enforceability of any other provision hereof.

**7.9 REMEDIES**

7.9.1 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.

**7.10 CAPTIONS**

7.10.1 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.

**7.11 GENERAL**

7.11.1 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**

**Schedule 1: Letter of Acceptance (LOA) to the Lessee Agency****To,**

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Sub: Letter of Acceptance (LOA) for Project “Selection of Agency for Lease of Ground Floor of CCC Building at rOURkela One, Rourkela, Odisha”.

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

1. With reference to above captioned subject your tender has been accepted by Authority for “Selection of Agency for Lease of Ground Floor of CCC Building at rOURkela One, Rourkela, Odisha”. The rate quoted by you for Per Month Per Sqft Lease Rent 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 Banker’s Cheque /DD of financial institution permitted by the Finance Deptt. Govt. of Odisha towards Performance security which is equal to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) plus lump sum amount of Rs.3,00,000/- towards electricity charges.
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: LEASE Obligations**

The Lessee Agency shall undertake the “Selection of Agency for Lease of Ground Floor of CCC Building at rOURkela One, Rourkela, Odisha”. its premises as mentioned below.

Boundary of the Project Premises to be handed over to the Lessee Agency for uses Operation and Maintenance is approx.

**a. Details of the Project**

Table:1

Sl. No.	Floor	No. of	Size in Sqft.
1	Ground floor	A	3300
Other Fixture, Furniture and Fittings will be listed in presence of Both parties before execution of Lease Agreement . 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.**

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**A. Minimum Operation and Maintenance Obligation**

The operation and maintenance have been made in a way to ensure smooth and safe utilisation of Ground Floor of CCC Building”, and its attached 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, common area maintenance charge 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 Agreement with respect to operation and maintenance of project. This shall include but not limited to:
  - Operations and Maintenance of Ground Floor of CCC Building at as per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, Common area of Ground Floor of CCC Building.
  - Ensure safety and security of Ground Floor of CCC including Toilet Blocks and common area of Ground Floor as per good industry practices.
  - 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 Agreement 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 will maintain up to operation level of the all-project assets.
  - In case of any damage, theft, brokage of project assets lessee will replace, or make it functional as on receiving date of Project assets till handing over to authority.
  - Lessee has not right to Sub lease or give on rent the project premises or project assets further to any party or venders and collect revenue from them, the project assets without the prior permission of Chief Executive officer of RSCL.

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- Lessee agency has to pay maintenance fees for “Common facility such as lift ,DG Charges, Water Charges, waste water treatment, Solid waste management, Electricity Charges of Common area ,Security of CCC Building and rOURkela One Premise etc” as fixed by the Rourkela Smart City ..
- 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 Agreement 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 Or its authorised Representative 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 roaster shall be maintained by Agency and provided to the authority whenever asked for.
  - Agency shall ensure that the Project Facility areas are clean
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- 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 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 rOURkela One Premises , 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, Toilet Blocks
- ☐ **Weekly Tasks:**, clean doors and windows, walls,

vii. Toilets

- Toilets should be well maintained.
- Toilets shall contain several of the following fixtures like, Air fresheners or odour 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 Agreement period, he has to corrected/replace the any damage at level of working or in time of handover.

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

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- x. Lessee Agency has to ensure that water supply, drainage, electricity services will be fully operational during the Lessee period or till handing over 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, windows, sanitary fittings.

**B. Permissible Activity In Ground Floor of CCC Building of rOURkela One.**

Table: 3

Sl. No.	Floor	Permissible Activities	Floor Area Approx.
			(in Sqft.)
1	Ground Floor	Banks, corporate offices, Offices of IT,ITES related Services	3300

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

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

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



**Schedule 3: Existing Infrastructure****INDICATIVE LIST ONLY**

01. Electrical fittings, Fixture & installation: (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL, Decorative or other types), Lightening Arresters, MCBs Panels and Signages etc.
02. HVAC system
03. Firefighting Equipment's: Fire extinguisher, Hooter, Hoses, Pressure Gauge, Sprinklers and Valves etc. as per Fire Safety Guidelines.
04. Sanitary Fittings: Basins, Bottle traps, Cocks, Mirrors, Pans with cistern, Soap Dispensers, Toilet paper holders and Towel rings etc.

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

**Schedule 4:****Operation and Maintenance Plan**

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

### Service Level Agreement (Operations)

#### 1. Daily services:

Sl. No	Service Level Requirement	Min Requirement	Non Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility.	1 Times/Day	Compulsory	500/Day
2	Cleaning of Toilets as per defined scope of work	2 Times/Day	Compulsory	500/Day
3	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once / Day	Compulsory	100 /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 / Month	Compulsory	100 /Day
5	Sweeping, wet mopping, dusting of stairs(including terrace & ground to basements), External Stairs,Exhibits & Artifacts, Driveway and compound area.	Once / Day	Compulsory	100 /Day
6	Cleaning and upkeep of all Parking, service, basement and maintenance area.	Once / Day	7 day	100 /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 Commercial Complex at all heights.	Once a month	7 Day	500/Day

2	Cleaning and disinfection of all water tanks “only if installed in rented premises”.	Once a Six Month	7 Day	500/Day
<b>PEST CONTROL</b>				
1	Disinfestations treatment	1 Time / Fortnightly	7 Day	500/ Day
2	Rodent Control	1 Time / Monthly	7 Day	500 /on repeated non-compliance
3	Fly Control	1 Time / Monthly	7 Day	500 /on repeated non-compliance
4	Mosquito	1 Time / Fortnightly	7 Day	500 /on repeated non-compliance
<b>OTHERS</b>				
1	Repair and maintenance of sanitary fixtures,	As and when required	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.
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.
4	Cleaning of all lamps, street light poles, railing lamps, foot lights, bollards lamps, fans, tube lights, CFL's, Mexican hanger lamps etc.	Once in week	7 Days	100 / Day
5	Removal of damaged CFL's and fixtures if required.	As and when required	Compulsory	As per twice the market rate of damaged/ theft fixture.
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.	As and when required	1 week	300 / Day
7	Regular maintenance of plumbing fixtures.	On alternate days	1 week	700 / Day

## Annexure-1

## Computation of Monthly charges towards Rent, Fixed charges, and electricity Charges

<b>1.Rent</b>					
	<b>Particular</b>	<b>Size in Sqft</b>	<b>Rate in Rs</b>	<b>Amount</b>	<b>Total Amount</b>
	Ground floor	3300	50	1,65,000	1,65,000 + GST
<b>2.Fixed Charges</b>					
	Charges Towards Electricity MMFC			27,700	
	Charges Towards DG			24,000	
	Fixed Charges (B)			51,750	51,750
	Total (A+B)				2,16,750 +GST
<b>3. Electricity Charges</b>					
i	Meter Charges = Consumed Unit as per sub meter x Rs 5.85				
ii	Electricity Duty = As per actuals ( Proportionate unit basis				
iii	Lift charges = $\frac{\text{As per Lift merter charge}}{6} \times 5.85$				

## Total monthly payable (1+2+3)

## Note:

1. The above charges may vary as per changes in the TPWODL tariff/charges
2. Rent charges will be calculated as per the quoted price and actual rentable area which will be finalized during joint survey.