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MODEL DRAFT CONCESSION AGREEMENT

(subject to modifications at the time of Agreement on mutual consent)

This concession agreement is entered into on this the day of ____ (Month) (Year) at HYDERABAD between the Greater Hyderabad Municipal Corporation (GHMC), a body established under The Hyderabad Municipal Corporation Act, 1955 having its Head Office at at CC complex, Tank bund road, Hyderabad, Telangana State (hereinafter referred to as the Authority) through the Commissioner or any other officer authorized in his/ her executive capacity (hereinafter called "**the Authority** ", which expression shall unless repugnant to the context or meaning thereof shall mean and includes all successors assignee and nominees) of the one part AND M/s Limited/ Private Limited, a company having its registered office at Through.....(herein after referred to as the "**Concessionaire**" which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc) of the other part.

WHEREAS

- A. The Authority invited Request for Proposals for providing Integrated Wshrooms on "**DESIGN, SUPPLY, INSTALLATION, OPERATION AND MAINTANENCE OF INTERGRATED INTEGRATED SMART WASHROOMS ON DESIGN, BUILD, FINANCE OPERATE & TRANSFER (DBFOT) BASIS** at Locations in Zone, GHMC" with no user charges for utilization of washrooms by permitting certain to run certain revenue generated facilities such as Café, ATM etc subject to certain terms and conditions and herein after referred to as "**the Project**".

- B. In response to the invitation of RFP, the Authority received sealed proposals from the Concessionaires including the Concessionaire(as hereinafter defined) for the Project;
- C. The Authority, after evaluating "the aforesaid invitation of RFP, accepted the proposal submitted by the Concessionaire and issued the Letter of Award dated ____ (LOA) to the Concessionaire; The Concessionaire accepted the LOA vide its letter of acceptance dated _
- D. In accordance with the requirements of the said proposal/bids submitted by the Concessionaire, the Authority has agreed to grant the CONCESSION (as hereinafter defined) for the Concession Period of (15) Fifteen Years from the date of CoD (Commercial Operations Date). The Concessionaire agreed to pay the Authority the premium amount per annum every year and necessary Advertisement fee and trade license fee, as applicable and the Concessionaire also agreed to transfer the Integrated Smart Washrooms to the Authority at the end of the Concessionaire period on the terms, conditions and covenants hereinafter set forth in this Agreement.
- E. The Concessionaire hereby accepts the CONCESSION granted and undertakes to implement the Project in terms of the CONTRACT.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, the Authority and the Concessionaire (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bound by the provisions of this Agreement.

Signatures of the Concessionaire

Signatures of the Authority

[name of the signatory]

on behalf of

[Name of the Concessionaire]

Stamp & Seal

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively 'assigned to them:

"Accounting Year" means the financial year commencing from 1st April of any calendar year and ending' on 31st March of the next calendar year.

"Agreement" means this Agreement including hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

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

"Commercial Operation Date (COD)" means Commercial Operation Date for the project from which concessionaire is allowed to collect revenue from commercial activities (except from washrooms which are to be opened to public use free of any user charges) including commencement of operation and maintenance of washrooms. The commercial operation date will be by the Engineer-in-charge after completion of the project as per terms and conditions of the agreement. The maximum completion period is 03 (Three) months from the date of signing of this Agreement.

"Commencement Date" means the date of signing of this agreement. The ISW location shall be handed over to the Concessionaire within two weeks from the date of signing of agreement. The construction of the ISW shall be completed in Three months from the date of signing of agreement as per the requirements in accordance with technical specifications and standards specified/ defined in this agreement.

"Completion Certificate" means the completion certificate issued by the Engineer-in-Charge of GHMC for the project after completion of ISW or as decided by the GHMC.

"Concessionaire" means the successful Concessionaire M/s..... and shall include its successor and permitted assigns expressly approved by GHMC.

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set in Article 15.

"Drawings" means all of the drawings, designs, and documents pertaining to the Project, the final approved drawings for ISW for construction and "as built" drawings of the ISW after the completion.

"Premium" means the amount payable by concessionaire to GHMC and is defined in the Article 8.

"Material Adverse Effect" means material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"GHMC" means Greater Hyderabad Municipal Corporation, a body established under The Hyderabad Municipal Corporation Act, 1955 having its Head Office at Tankbund, Hyderabad through Commissioner or any other officer authorized in his/her executive capacity.

"O&M" means the operation and maintenance of the 'ISW' during the concession period for the Operations including but not limited to functions of maintenance and operation, performance of other services incidental thereto

"Operations Period" means the period commencing from the issue of completion certificate for the project and ending at the expiry of the Concession Period.

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

"Performance Security" means the security in the form of a Bank Guarantee (from a Nationalized Bank only) deposited by the Concessionaire towards the implementation & operations of this Project as defined in Article 5.3.

"Project Facility" means collectively the ISW and the facilities provided in this agreement by the Concessionaire for the general public/ commuters in GHMC area through implementing the Project and more specifically set out in this agreement.

"Project Site" means the locations on which the Project is to be implemented in accordance with this Agreement.

"Scheduled Project Completion Date" means the date by which the ISW required to be engineered, financed and constructed till completion by the concessionaire and it shall not be later than 03 (Three) months from the signing of the Agreement.

"Specifications and Standards for Design and Construction of ISW" means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth in agreement and in technical bid and any modifications thereof, or additions thereto as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by GHMC.

"Termination" means termination of this Agreement and the Concession hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires the expiry of his Agreement/Concession due to expiry to the Concession Period in the normal course.

"Termination Date" means the date on which the Termination occurs which shall be the date defined in Termination Notice delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) references to "construction" include engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction.
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to a day shall mean a reference to a calendar day
- (i) any reference to month shall mean a reference to a calendar month
- (j) the Schedules, LOI, LOA, Bid submitted by concessionaire, Pre-bid minutes of meeting and RFP to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(k) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference'

(l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

(m) any agreement, consent, approval, authorization, notice, communication information or report required under or pursuant to this Agreement from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise

(n) unless otherwise stated, any reference to any period commencing 'from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

1.3 PRINCIPLES OF INTERPRETATION

a) Words importing Persons or Parties shall include firms, companies, NGOs, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.

b) Words importing the singular also include the plural and vice-versa where the context requires

c) Words importing one gender also include other gender.

d) Any word not specifically defined in this agreement shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

1.4 PRIORITY OF DOCUMENTS

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

- a) The Concession Agreement and letter of award and letter of intent.
- b) The written Clarifications of the pre-bid meeting.
- c) The bid submitted by the Concessionaire.
- d) RFP Document issued by GHMC.

ARTICLE 2 CONCESSION

2.1 GRANT OF CONCESSION

Subject to and in accordance with the terms and conditions set forth in this Agreement, GHMC hereby grants and authorizes the Concessionaire to "**Design, supply, installation, operation & maintenance of Integrated Smart Washrooms on Design, Finance, Build, Operate & Transfer (DBFOT) basis** at ----Locations in ----
-----ZONE, GHMC (Package No ----) and to exercise and/or enjoy the rights to collect revenue from project facility excluding washrooms.

2.2 CONCESSION PERIOD

The concession period is 15 (Fifteen) years and will be commenced from the date of the date of Commercial Operation Date(CoD).

2.3 ACCEPTANCE OF THE CONCESSION:

The Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 3 PROJECT SITE

3.1 PROJECT SITE

a) GHMC hereby undertakes to handover to the Concessionaire physical possession of the Project Site free from encumbrance within two weeks from the date of signing of this Agreement with the necessary rights of way/way leaves for the purpose of operation the project in accordance with this Agreement.

b) GHMC confirms that upon the Project Site being handed over pursuant to the preceding Sub-Clause (a), the Concessionaire shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to operation the Project in accordance with the provisions of this Agreement.

3.2 The title of interest, ownership and rights with regard to Structure of Integrated Smart washrooms(ISW) constructed by the Concessionaire for GHMC along with fixtures/fittings provided therein and the land allotted by the GHMC under the concession agreement shall vest with the GHMC except that the ISW will be operated and maintained by the Concessionaire during the concession period as per the concession agreement. After the end of the Concession Period all the assets created by the concessionaire will be handed over to GHMC in good working conditions and free of any encumbrances.

3.3 PEACEFUL POSSESSION

GHMC warrants that: a) The Project Site having been acquired through the due process of law belongs to and vested in GHMC, and that GHMC shall have full powers to hold, utilize for other purpose and deal with the same consistent, inter-alia, with the provisions of this Agreement;

b) The Concessionaire shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of GHMC and

c) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement remain in peaceful possession and enjoyment of the Project Site during the Concession Period. In the event the Concessionaire is obstructed by any Person/Company claiming any right, title or interest in or over the Project Site or any part thereof GHMC shall, if called upon by the Concessionaire, defend the Concessionaire against such claims and proceedings.

3.4 RIGHTS AND TITLE OVER THE PROJECT SITE:

a) The Concessionaire shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.

b) The Concessionaire shall allow access to, and use of the Project Site/Project Facility for the authorities/agencies laying telephone lines. electric lines or such other public purposes as GHMC may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location and that GHMC undertakes to ensure that the Project Facility is restored at the cost and expenses of GHMC.

c) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained in this agreement shall be construed or interpreted as restriction on the right of the Concessionaire to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/Project Facility.

ARTICLE 4 SCOPE OF WORK

4.1 CONSTRUCTION AND RECONSTRUCTION OF ISW

a) The ISWs on "Design, Finance, Build, Operate and Transfer" (DFBOT) basis shall be constructed along with operation and maintenance during the Concession period by the concessionaire. ISW, shall have the provision of the space for desired facilities such as Café, Potable Water ATM, Bank ATM, Napkin/Diaper Vending Machine etc. However, the Concessionaire has to ensure that there shall be no unlawful activities taking place within the premises of ISW and no sale of tobacco products, alcohol and any other prohibited consumables and narcotics be taken place in the premises.

b) The ISW location shall be handed over to the Concessionaire within Two week from the date of signing of agreement. The construction of the ISW shall be completed/ implemented in Three months from the date of signing of agreement within which the Concessionaire is expected to complete the implementation as per the requirements in accordance with technical specifications and standards specified / defined in this agreement.

4.2 DESIGN OF INDIVIDUAL ISW

The design of Public Toilets by the concerned engineering wing in the tentative area has been finalized considering facilities like Café, water ATM, Bank ATM, Napkin/Diaper Vending Machine etc along with Toilet facilities for Male, Female and Specially abled persons (as per the approved drawing enclosed at Annexure "B").

4.3 REVENUE SOURCES TO CONCESSIONAIRE

a) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities such as Café, Bank ATM, Potable Water ATM and Advertisement space etc.. The Concessionaire would not be given the right to collect the user charges for the utilization of toilets.

(b) The concessionaire will operate and maintain the ISW and housekeeping of all the facilities provided within the ISW. Other area for Café, Bank ATM and the Potable Water ATM etc can be assigned/ given to the companies/ agency/ bank/ individuals to run the permitted commercial activities by the concessionaire.

(c) Advertisement is the major source of revenue from permitted advertisement space as per the terms of this agreement and as per the GHMC's advertisement policy.

4.5. REQUIREMENT OF OPERATION, CLEANING AND MAINTENANCE

a) The ISWs shall be operated, cleaned and maintained as per the requirements given in the **Annexure D** herewith, especially for cleaning schedule item wise, frequency of cleaning, required equipment, machines and cleaners/ detergents.

b) Requirement for Inspection Card/ Report of Swachh Public Toilets/ Community

Toilets are given in the Table-1 of Annexure D enclosed for reference and for preparing daily/ weekly/ monthly reports.

ARTICLE 5 CONCESSIONAIRE'S OBLIGATIONS

5.1 OBLIGATIONS OF THE CONCESSIONAIRE

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement including the Annexures, Schedules the concessionaire agrees and undertakes as under:

a) The CONCESSIONAIRE shall at its own cost and expense: a) Operate and maintain the toilets as per the provisions of this agreement or amendments thereto, good industry practices and applicable laws.

b) Ensure the availability of water supply, sewerage, drainage, electricity etc. in the ISWs. The electricity, sewerage & water connection charges shall be borne by the concessionaire. It is clarified that if water is not available through service connection, the Concessionaire shall make its own arrangement at its own cost.

c) The CONCESSIONAIRE shall adhere to the Advertisement rules/policy/bylaws of GHMC in connection with display of advertisements. The CONCESSIONAIRE shall also pay/ensure payment to GHMC as per the terms of this agreement.

d) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the CONCESSIONAIRE's obligations under this Agreement and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies GHMC against any claims, damages, expenses or losses In this regard and that in no case and shall for no purpose shall GHMC be treated as employer in this regard;

e) neither place or create nor permit any other person claiming through or under the CONCESSIONAIRE to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the CONCESSIONAIRE therein, save and except as expressly set forth in this Agreement;

f) be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;

g) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;

h) operate and maintain the Project at all times during the concession Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Program and Good Industry Practice;

k) In case of loss due to theft or damage to the assets created in the ISWs, the CONCESSIONAIRE shall be responsible for making good the same immediately at its own cost and shall continue to keep the ISWs operational and available for public use, at all times, within the CONCESSION Period.

l) During the period in which the Concessionaire is unable to get advertisements, he shall display social messages and public interest advertisements as directed by GHMC.

m) Hand over the ISWs in perfect working condition, to GHMC, at the end of the Concession period.

o) The Concessionaire is required to get all the employees verified from the Police department before deploying on duty. All such employees should wear their name badges over their uniform. Women toilets should have Female attendants only.

5.2 SPECIFICATIONS AND STANDARDS FOR ISW

As mentioned in the RFP document and as approved by the Engineer-in-charge at the time of Agreement.

5.3 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the "Construction of ISW in ____ Zone of GHMC with Advertisement Rights on PPP Model" deliver to GHMC, a Performance Security of Rs.....in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Commissioner,

GHMC payable at Hyderabad. The validity of Performance Security must be until declaration of COD. This bank guarantee shall be returned upon successful declaration of COD of the Project within 30 days of declaration of COD. If the declaration of COD is delayed for any reasons and the Performance Security submitted initially expires the same has to be renewed and resubmitted at least 10 days prior to the scheduled date of expiry.

5.4 DESIGN OF PUBLIC TOILETS

As mentioned in the RFP document and as approved by the Engineer-in-charge at the time of Agreement.

5.5 OPERATION, CLEANING AND MAINTENANCE OF ISW

As mentioned in the RFP document and as approved by the Engineer-in-charge at the time of Agreement.

5.6 GENERAL CONDITIONS

(a) The ISW will have to be kept open for the public use from 06.00 AM to 11.59 pm and for 24 hrs at certain designated locations specified in Annexure _____ all seven days in a week. ISW shall remain available for usage as per User Charges (if any) approved by GHMC.

(b) All the material/chemicals / consumables brought at site shall be protected suitably, duly wrapped / packed and stored so as to avoid any damage during loading / transportation / unloading & handling due to weather conditions etc. at any stage.

(c) Materials and chemicals of approved quality shall be used. The consumption of material/chemicals shall be regulated as per manufacturer's specifications.

(d) For Bank ATM, the Tri-Party agreement with GHMC, Bank and the concessioner has to be executed (if insisted so by the bank), subject to not effecting the terms and conditions of this Agreement, before commencement of the facilities. Potable Water ATM can be provided by the concessionaire through its own arrangement or with other expert agency in the field as per the agreement with prior approval of GHMC. Drinking water in sufficient quantity (about 500 Itr) has to be ensured with proper real time

display of the quality. The maximum price of Drinking water per glass / bottle through coin / Smart card has to be decided / fixed in consultation with GHMC.

(e) The concessionaire should deploy minimum number of equipment, supplies and laborers.

(f) Machines/ equipment brought by the contractor should always be in working condition. The running and maintenance charges of machines i.e. cost of fuel, battery, lubricants, replacement of parts etc shall be borne by the concessionaire.

(g) The Concessionaire is expected to abide by the rules, regulations, guidelines issued by the Election Commission of India, the Govt. of India and the Govt. of Telangana of Hyderabad from time to time with respect to display of the Advertisements and any other extant law in force.

(h) The staff for O & M and housekeeping is to be managed by the Concessionaire. No subletting/ outsourcing of the O&M and housekeeping job will be allowed. If at any stage GHMC found that the O&M and housekeeping jobs have been sublet/ outsourced, GHMC shall initiate action for forfeiture of the Performance Bank Guarantee and termination of contract as per provisions of Article 13 of this Agreement.

(i) The Concessionaire shall submit the following certificates/ registrations before commencement of any commercial activities or COD:

a) EPF Registration Certificate

b) ESI Registration Certificate

c) Valid Electrical Contractor License issued by the Govt. of TELANGANA.

d) GST Registration Certificate

e) Service Tax Registration if so

f) Registration with concerned authorities of Labour Deptt under Contract Labour (R&A) Act 1970 (or as amended thereof during the concession period) and other Works Contract Acts (wherever applicable).

(j) The Advertisements displayed shall not be repugnant to the general standards of morality and should not hurt religious sentiments of any section of the society or compete with services provided by GHMC.

ARTICLE 6 OBLIGATIONS OF GHMC

GHMC shall:

- i) Handover the site for ISW to the Concessionaire within Two weeks from the date of signing of agreement. The construction of the ISW shall be completed / implemented in Three months from the date of signing of agreement within which the Concessionaire is expected to complete the implementation as per the requirements in accordance with technical specifications and standards specified / defined in this agreement.
- ii) Handover the existing site to concessionaire on as it is where it is basis.
- iii) Grant or provide necessary assistance as far as possible to the Concessionaire in securing Applicable Permits, permissions and approvals required for implementation and operation of the project. However, the concessionaire shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.
- iv) GHMC will help the Concessionaire in curbing of vandalism by assisting in approaching the Police for better vigilance and patrolling, since ISW is a public service property. However, it is the responsibility of the Concessionaire.

ARTICLE 7 COMPLETION OF THE PROJECT

7.1 MILE STONES FOR COMPLETION OF ISW

The concessionaire will start the construction activities for implementing the Project immediately as per the agreement.

a) The ISW shall be completed within 03(Three) months after signing of the agreement. Failing which, a liquidated damage of Rs. 2000/- per week will be imposed on the Concessionaire.

b) The liquidated damage for ISW, if any, will be calculated till the completion for the ISW granted by the Engineer-in-Charge.

c) The COD will be granted only after depositing the Liquidated Damage to GHMC in the form of Demand Draft in favour of Commissioner GHMC, Hyderabad.

d) In case of unavoidable circumstances or delay in completion of individual Swachh ISW due to GHMC's obligation such as delay in handing over site, non-availability of sewer line, water supply, electricity etc the hindrance have to be recorded properly by the Engineer-in-Charge and such period will not be counted towards the working out the Liquidated Damage for the ISW.

7.2 OPERATION SCHEDULE

The operational schedule of this agreement shall be as per Annexure D consisting of the procedures and practices to be followed in keeping the facility in working condition, the processes followed for operations and for deployment of equipment/ machines for ISW. Daily/ Weekly/ Monthly operational schedules for the ISW shall be prepared and submitted by the concessionaire in advance.

7.3 Deleted

7.4 MAINTENANCE SCHEDULE

Maintenance schedules would contain time' schedules and scope of maintenance work to be taken up by the concessionaire, under the routine maintenance and regular maintenance as submitted in Technical Bids attached 'at Annexure D.

7.5 EMPLOYMENT SCHEDULE

This shall consist of a chart showing deployment of manpower (including skilled and unskilled labour of various categories) for Operation and Maintenance schedule.

7.6 GENERAL O&M REQUIREMENTS

7.6.1 The Concessionaire shall comply with the cleanliness, security, operation and maintenance requirements set out In the O&M Manual submitted with technical bid to GHMC along with the undertaking for sanitation security, operation and maintenance of the 'ISW during the concession Period. The concessionaire shall:

- (i) Ensure the safety of personnel deployed on the Project or part thereof;
- (ii) Keep the Project from undue deterioration and wear and in operational condition for use;
- (iii) Permit unimpaired performance of statutory duties and obligations of any party in relation to the Project; and
- (iv) Not cause any disturbance/ inconvenience to users.

7.6.2 The Concessionaire shall nominate officer(s)/ supervisor(s) ("Concessionaire's Representative") who shall be responsible to interact with the GHMC. The name of such Concessionaire's Representative shall be intimated to GHMC.

7.6.3 MAINTENANCE PROGRAMME

The Concessionaire shall maintain the ISW to comply with requirements as per the Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Concessionaire shall be responsible for:

- a. Undertaking daily housekeeping of the ISW as specified in O&M manual.
- b. Ensuring the safety and security of the ISW and availability of consumables as mentioned in this agreement;
- c. The repair work shall be carried out as per the directions of GHMC.

- d. Undertaking for the maintenance works in accordance with the maintenance programme submitted by the concessionaire under this agreement.
- e. Preventing any encroachments or any unauthorized usage of the ISW ensuring the deployment of personals as required as per site condition.
- f. Adherence to the applicable safety standards and security of users.
- g. Any other maintenance activity as may be required to operate, clean and maintain the ISW in accordance with this Agreement.
- h. The staff provided should be literate and courteous towards the users and assist differently abled persons and old aged users. In ladies toilet, only Lady staff has to be deputed.
- i. Proper training to be provided to the safaiwalas / personals deputed in the project.
- j. Standard cleaning materials and equipment should be used.
- k. The Concessionaire shall ensure that the ISW is not used for any purpose other than that for which it is allowed under the Agreement. The ISW should not be used for playing games, cards etc, which involves stakes/ betting etc. In case the Concessionaire is unable to enforce this Clause which is beyond the control of concessionaire, it will be brought to the notice of GHMC.
- I. The concessionaire shall abide all the rules and regulation of Sanitation enforced by Govt. or GHMC from time to time.
- m. Maintenance Programme shall include but not be limited to the following:
 - i. Intervals and procedures for carrying out of inspection of all elements of the Project;
 - ii. criteria to be adopted for deciding maintenance needs;
 - iii. preventive maintenance schedule;
 - iv. intervals at which the Concessionaire shall carry out periodic maintenance;
 - v. intervals for major maintenance and the scope thereof

n. Maintenance shall include replacement of equipment / fixtures, consumable, which form part of the ISW.

o. The Concessionaire shall keep the ISW in a clean, tidy and orderly condition free of litter, dirt and debris.

p. The Concessionaire shall be responsible for the maintenance of the drainages within the ISW in accordance with Good Industry Practice.

7.7 MONITORING AND SUPERVISION DURING OPERATIONS

a) The Concessionaire shall undertake periodic inspection of the ISW (at least once per month) in accordance with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the GHMC.

b) The GHMC Engineer or any representative authorized by GHMC may undertake periodic (at least once every calendar month) inspection of the ISW jointly with the Concessionaire to determine the condition of the ISW including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme; Specifications and Standards and this Agreement and make out a report of such inspection (the "O&M Inspection Report") and forward it to the Concessionaire. The O&M Inspection Report shall set forth defects and deficiencies; if any. The Concessionaire shall within 07 (seven) days of the receipt of the O&M Inspection Report remedy the defects and deficiencies with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies. Such inspection or submission of O&M Inspection Compliance Report by the Concessionaire shall not relieve or" absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

7.8 HANDING OVER THE ISW TO GHMC

7.8.1 Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over peaceful possession of the ISW including Project Facility at no cost to GHMC.

7.8.2 The handing over process shall be initiated at least 1 (One) month before the actual date of expiry of the Concession Period by carrying out a joint inspection by GHMC and Concessionaire. GHMC shall within 10(Ten) days of such inspection prepare and furnish a list of works/jobs/additions/alterations to the Concessionaire, if any, to be carried out to bring the Project to the prescribed level of service condition.

ARTICLE 8 PREMIUM

a) The Concessionaire shall pay GHMC a **PREMIUM** of Rs (Rupees in words) every year in advance over the entire Concession period.

b) The PREMIUM payable to

c) PREMIUM shall be started after issue of completion certificate for the ISW, but before issue of the COO certificate by the Engineer-in-charge as per clause 30 of RFP. No advertisement will be allowed before issue of COD.

d) The PREMIUM as per sub para (b) above shall be started to pay to GHMC by the concessionaire on expiring of the period of Three months from signing of the agreement or the extended period as below:-

(i) In case of unavoidable circumstance or delay in completion of ISW due to GHMC's obligation. The hindrance(s) have to be recorded properly by the Engineer-in-Charge and such period will not be counted towards working out the Liquidated Damage for the ISW.

ii) The Concessionaire shall make regular payment of PREMIUM to GHMC not later than 10th day of the month of the year in which it is due and failure to do so attract an interest of 18% per annum on the entire unpaid amount payable during the quarter chargeable from beginning of that quarter till realization of payment. If concessionaire will not make the payments of PREMIUM in the first months of the quarter, then action under termination as per Article 13 will be initiated without fail.

ARTICLE 9 TAX LIABILITY

- (a) The concessionaire shall be responsible for all the taxes to be paid to Govt. of India / State Govt. / Statutory body for the services rendered by him. There will be no tax liability upon the GHMC whatsoever on any account.
- (a) The Concessionaire should ensure enforcement of existing Labour Laws, Minimum Wages Act and at no point of time should the GHMC be drawn into litigation on these accounts
- (b) The Concessionaire should indemnify the GHMC for the damages caused due to non-compliance to any statutory law, bye-law or service conditions.
- (d) The Advertisement tax shall be charged by the GHMC as per the Corporation policy implemented from time to time, to the Concessionaire.

ARTICLE 10 REVENUE

10.1 COLLECTION AND APPROPRIATION OF REVENUE

i) Subject to the provisions of this Agreement, the CONCESSIONAIRE shall during Concession Period be entitled to demand and collect revenue from advertisement on the specified area of ISW in accordance with the GHMC Act, 1994 and byelaws and the directions of Supreme Court, if any on the guidelines to be followed for advertising in Hyderabad.

ii) In case any advertisement space remains unutilized, no adjustment in the PREMIUM will be allowed under any circumstances.

10.2 The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'GHMC area'. The 'GHMC area' shall be as per drawing, which is allowed to be used by GHMC for Health care unit I facilitation centre etc and no payment would be made to use this space (GHMC Area) to the concessionaire by the GHMC during the concession period.

ARTICLE 11 HOUSEKEEPING OF ISW

11.1 Frequency of Housekeeping of ISW are given below, but not limited to the specified below, subject to other requirements.

Sl No	Area	Job	Frequency	Machines to be deployed
1	ISW	i. Phenyl, naphthalene balls, and liquid and detergents for cleaning floors and tiles, liquid soap solution, floor wipers, brushes, dusters, mops, buckets, mugs, dustbins etc should always be available. Sanitary pads and paper napkins in ladies toilets.	Daily before 09.00 am and subsequently as per requirement	Mechanized and partially Manually
		ii. Wall/ Floor wet & dry cleaning	Daily before 09.00 am	
		iii. Cleaning WC/ Wash Basin/ Urinals/ CP Toilet Fittings etc	Daily before 09.00 am and subsequently as per requirement	Manually
		iv. Mirror cleaning for keeping dry & stain free	per requirement	
		v. Coplete washing including wall tiles etc	Weekly	Mechanized and partially Manually
		vi. Pressure washing of floor and wall	Monthly	
		vii. Maintenance of electrical fittings, sanitary fixtures etc	Daily or as and when required	Manually
		viii. Security of ISW	Round the clock	Deployment of personnel
2	Bank ATM, Water ATM, Vending Machine & Health care unit/ facilitation centre	i. Wet & Dry cleaning/ Mopping	Daily before 09.00 am or as and when required	Mechanically / manually
		ii. Cleaning, Dusting, Mopping		
		iii. Maintenance of electrical	Daily or as and	Manually

		(light) fittings etc	when required	
		iv. Security of ISW	Round the clock	Deployment of personnel

11.2 RECTIFICATION OF DEFECTS

(a) Save and except as otherwise expressly provided, if the Project or any part thereof shall suffer any loss or damage during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a 'manner so as to make the Project facility in every respect conforming to the requirements, quality and performance as prescribed.

(b) In the event the Concessionaire fails to maintain and/ or repair the Project or part thereof up to and in accordance with the Construction Requirements and / or in accordance with the Maintenance Program or the O&M requirement or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works, within (7) Seven days of written notice in this behalf from the GHMC, then the GHMC shall, without prejudice to its rights/remedies under the terms of the Agreement, including Termination, encashment of the performance security deposited with the GHMC, be entitled to undertake. The Concessionaire shall reimburse to the GHMC within seven days of demand, the costs and expenses incurred for undertaking such repairs and maintenance works in addition to the penalties applicable

(c) If the Concessionaire commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.

(d) The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:

(i) Force Majeure Event;

(ii) Compliance with a request from GHMC or the directions of any Government Body the effect of which is to close all or any part of the Project facility.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project for use provided they could be safely operated and kept open for users.

11.3 NON-COMPLIANCE WITH O&M REQUIREMENTS

a. In the event the Concessionaire has failed to operate and maintain the Project Facilities in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the GHMC ("Notice to Remedy"), GHMC may without prejudice to any of its other rights shall be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse the costs incurred by GHMC on account of such repair and maintenance within 7 (seven) days of receipt of GHMC claim thereof.

b. The Concessionaire shall be deemed to be in Material Breach of O&M Requirements, if GHMC, acting reasonably and in accordance with the provisions of the Agreement, has determined that due to repeated breach of its obligations by the Concessionaire:

(i) the maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the highest level offered by the Concessionaire for O&M Requirements.

(ii) there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations.

For avoidance of doubt, **persistent breach** shall mean:

a. any breach of O&M Requirements by the Concessionaire which has not been remedied by the concessionaire despite a notice to remedy' in respect thereof having been issued by the GHMC;

b. recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the GHMC requiring the Concessionaire to remedy a breach, and

c. repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

d. Upon occurrence of a Material Breach of any O&M Requirement, GHMC shall, without prejudice to and notwithstanding any other consequence provided thereof under the Agreement, be entitled to terminate this Agreement.

11.4 PENALTIES CLAUSE:

The concessionaire shall maintain and operate the ISW and project facility as per good Industry Practice and as per operation & maintenance and housekeeping requirements given herein. The concessionaire shall ensure to deploy sufficient manpower, materials, equipment's/ machines as per the operation and maintenance schedule, housekeeping schedule, employment schedule and housekeeping requirements, failing which the penalties will be imposed.

11.4.1 PENALTIES FOR LACK OF EQUIPMENT & SUPPLIES LIKE CHEMICALS AND TOILETRIES REQUIRED FOR HOUSE KEEPING I SANITATION WORK

Sl. No.	Chemicals, Toiletries and other consumables not limited to the following one:
1	Service tray or cart, Premixed glass cleaner (with spray bottle), Premixed disinfectant cleaner (with spray bottle) etc.
2	Disinfectant cleaner concentrate, Scouring power, Stainless Steel Cleaner (if necessary) etc
3	Toilet Cleaner
4	All-purpose neutral cleaner
5	Floor Cleaner
6	Floor Polishing Chemicals for marble, granite, sand stone. kota stone. tiles etc
7	Toiletries such as Air freshener, urinal cubes, liquid soap, face tissues etc
8	Toilet Bowl swab and container,Putty knife,Broom,Oust- Pan corner brush, Mo Bucket / Wringer etc
9	Signage such as "Wet Floor" and "closed for cleaning", Duster (feather/ lambs wool), Clean cloth, Paper towels/ toilet paper/ soap, Gloves etc.

- a) The above chemicals should be approved by GHMC.
- b) All the consumable items for at least one month requirement, as specified in the agreement/ as per average actual consumption of previous three months, shall be brought in advance each month. **In case of failure to comply above requirement at any time penalty @ Rs.500/- per day will be imposed** - for first year. For subsequent years above rate of penalty will be enhanced @ 10% per year compounded.

11.4.2 PENALTIES FOR LACK OF MANPOWER

- a) The following recovery rate shall be applicable for the manpower required for housekeeping work (if the manpower are not available on any day).
- b) Penalty Rate per day per employee shall be:
- (i) For unskilled person/ Safai Karamchari/ Sweeper: twice the rate of minimum wages for unskilled person as per Hyderabad Govt. rate at that time per day.
 - (ii) For skilled person/ supervisor: twice the rate of minimum wages for skilled person as per Hyderabad Govt. rate at that time per day.

11.4.3 Designated officer of GHMC or his authorized representative shall undertake inspection of the Project at any time to determine the condition of the O&M, the Maintenance and Cleanliness etc. If it is found that O&M and the housekeeping are not up to the highest standard as per agreement, the penalty will be imposed as under:

- (i) For ISW Rs 500/- per day for first year from the date of COD and this penalty rate will be enhanced @ 10% per year on previous year.

11.4.5 There is no limit for the maximum penalty and GHMC will encash the penalties amount calculated on fortnightly basis as proposed above for work wise and for not maintaining/ deploying the equipment / machines, man power, consumables etc., **The concessionaire have to pay the above penalty if any during the concession period on monthly basis to GHMC without fail.** If the concessionaire fails to deposit the penalty amount consecutively for three months this will breach the terms and conditions of the agreement and the case will be processed for the termination of the contract.

ARTICLE 12 FORCE MAJEURE

FORCE MAJEURE EVENT

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 12.1, 12.2 and 12.3 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

12.1 NON POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a "Non Political Event" shall mean one or more of the following acts or events:

(i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent ,originating from a source external to the Project Site or beyond design specifications for the Construction Works) or landslide;

(ii) radioactive contamination or ionizing radiation;

(iii) General strikes or boycotts (other than those involving the Concessionaire, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 12.2;

(iv) any failure or delay of a Contractor but only to the extent caused by another Non Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by GHMC;

(vi) any event or circumstances of nature analogous to any of the foregoing.

12.2 INDIRECT POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

(i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting year;

(ii) Industry wide or state wide or India wide strikes or industrial action which prevent collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year; or

(iii) Any public agitation which prevents collection of revenue by the Concessionaire for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year.

12.3 POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of GHMC, or any other Government Agency:

(i) Change in Law, only when provisions of Article 14 cannot be applied;

(ii) Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Concessionaire or of the Contractors; or

(iii) Any unlawful or unauthorised or without jurisdiction revocation of, or

refusal to renew or grant without valid cause any consent or approval required by the Concessionaire or any of the Contractors to perform their respective obligations under the Project Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the .Concessionaire's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.

12.4 EFFECT OF FORCE MAJEURE EVENT

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

- (a) There shall be no Termination of this Agreement.
- (b) Where the Force Majeure Event occurs before COD, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which collection of revenue remains affected on account thereof; and
- (d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Clause 12.5 hereinafter.

12.5 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE

Subject to the provisions of Clause 12.4 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure

Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by GHMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim;

(c) Where the Force Majeure event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Concessionaire subject to approval of GHMC shall be reimbursed by GHMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim; and

(d) GHMC may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the concession fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given) effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.

(e) Where the Force Majeure Event occurs before COO, the dates set forth in the Project Completion Schedule and the Concession Period shall be extended by the period for which such Force Majeure Event shall subsist;

(f) Where a Force Majeure Event occurs after COD, the Concessionaire shall continue to make all reasonable efforts to operate the Project and/or to collect revenue, but if it is unable or prevented from doing so, the Concession Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which collection of revenue remains affected on account thereof; and

(d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Clause 12.5 hereinafter.

12.6 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE

Subject to the provisions of Clause 12.4 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

(a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs

arising out of any such Force Majeure Event;

(b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Concessionaire to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by GHMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim;

(c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the Concessionaire subject to approval of GHMC shall be reimbursed by GHMC to the Concessionaire within 90 days from the date of receipt of Concessionaire's claim; and

(d) GHMC may at its option reimburse the Force Majeure Costs to the Concessionaire in cash (through adjustment in the concession fee) or compensate the Concessionaire for such costs by appropriate extension of the Concession Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be.

Without prejudice to any other right or remedy which GHMC may have in respect thereof under this Agreement, upon the occurrence of an Event of Default, GHMC shall be entitled to terminate this Agreement by issuing a Termination Notice to the CONCESSIONAIRE. In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) GHMC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that 'i) If the default is not cured within 07 (Seven) days of the Preliminary Notice, GHMC shall be entitled to encash the Performance Security with a notice to the CONCESSIONAIRE (Encashment Notice). ii) Alternatively, GHMC, at its discretion may remove and prohibit display of advertisement on the affected ISWs.

ARTICLE 13 TERMINATION

As per clauses of RFP

ARTICLE 14 DISPUTE RESOLUTION

14.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, GHMC such a neutral person not being the employee of the GHMC.

14.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

14.3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held only at Hyderabad as decided by Arbitrator.

14.4 JURISDICTION OF COURT

The courts at Hyderabad shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

ARTICLE 15 OFFICERS-IN-CHARGE

Engineer-in-Charge shall oversee the implementation of the project and issue the completion certificate and COD for ISW to commence/ start the revenue collection from advertisement. Other permitted commercial activities such as Bank ATM, Vending Machine & Water ATM by the concessionaire and further monitoring of O&M will be done by the concerned AMOH or any other officer designated by GHMC.

ARTICLE 16 MISCELLANEOUS

16.1 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The Courts at Hyderabad, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

16.2 SURVIVAL

Termination of this Agreement (a) shall not relieve the Concessionaire or GHMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party. shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

16.3 NOTICES

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

If to GHMC

If to the Concessionaire

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

16.4 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

16.5 LANGUAGE

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

16.6 ANY OTHER CONDITIONS ON MUTUAL AGREEMENT AT THE TIME OF AGREEMENT

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of GHMC by

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of CONCESSIONAIRE by:

(Signature)

(Name)

(Designation)

SIGNED, SEALED AND DELIVERED

In the presence of.

1)

2)

ANNEXURES

ANNEXURE 'A' : Location of sites

ANNEXURE 'B' : Approved drawings of the proposed ISWs as approved by the concerned Engineer-in-charge

ANNEXURE 'C' : The minimum specifications and standards for integrated smart washrooms as approved by the concerned Engineer-in-charge

ANNEXURE 'D' : Requirement for design and maintenance of integrated smart washrooms in GHMC as approved by the concerned Engineer-in-charge