

# **CAPITAL PROJECT ADMINISTRATION BHOPAL**

**NAME OF WORK: OPERATION AND MAINTENANCE OF  
HEALTH CLUB LOCATED IN PRAKASH  
SWIMMING POOL PREMISES, MAIN ROAD  
No.1 BHOPAL, MP, ON PUBLIC PRIVATE  
PARTNERSHIP (PPP) BASIS**

## **REQUEST FOR PROPOSAL (RFP) (SINGLE STAGE BIDDING)**

### **BID DOCUMENT**

#### **PART – II**

### **DRAFT CONCESSION AGREEMENT (DCA)**

**MAY, 2010**

Executive Engineer Division - I,  
**Capital Project Administration (CPA)**  
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## CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the \*\*\* day of \*\*\*, 20\*\*

### BETWEEN

1 **Capital Project Administration (CPA)**, having its principal office at **E5, Arera Colony, Bhopal [M.P.] 4620016** acting through its authorized signatory Shri \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as the “**Authority**”) which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

### AND

2 [\*\*\*\* ], having its registered office at \*\*\*\*, (hereinafter referred to as the “**Concessionaire**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

### WHEREAS:

- (A) The Authority was set up under Housing & Environment Department on 1st October 1960 on the approval of Planning Commission, Government of India. CPA undertakes the Construction, Development & Maintenance of Roads, Parks & Buildings, besides safeguarding and development of Land, marked by the Nazul Officer. It facilitates planned development, beautification and conservation of environment of the State Capital, Bhopal. The Authority is under the control of the Housing & Environment Department of the Government of Madhya Pradesh (“**GoMP**”). The Authority desires to promote private participation and investment for development of Bhopal City in Madhya Pradesh.
- (B) CPA is having Health Club campus measuring 994.52 sqm.
- (C) In furtherance of its objectives the Authority has resolved to develop the Swimming Pool, its associated facilities and related activities for creating a facility for the residents of Bhopal on an “Operate, Maintain and Transfer (“**OMT**”) basis in accordance with the terms and conditions set forth in this Agreement.
- (D) The Authority had accordingly invited proposals by its [Tender Notice No. \*\*\* (the “**Tender Notice**”)] dated \*\*\* for selection of bidders for operation, maintenance and transfer of Project.

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- (E) The Authority had prescribed the technical and commercial terms and conditions, and invited bids from the bidders for undertaking the Project.
- (F) After evaluation of the bids received, the Authority had accepted the bid of the [name of the selected bidder] and issued its letter of acceptance No. \*\*\* dated \*\*\* (hereinafter called the “**LOA**”) to the [name of the selected bidder] requiring, inter alia, the execution of this Concession Agreement within 30 days of the date of issue thereof.
- (G) The Authority has agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on OMT basis, subject to and on the terms and conditions set forth hereinafter.
- (H) The Concessionaire has provided the Performance Security to the Authority.
- (J) The Concessionaire has paid the first instalment of the Premium payable to the Authority.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

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**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, 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.

**1.2 Priority of Agreements and errors/discrepancies**

1.2.1 This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof;

i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.2.2 Subject to Article 1.2.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, 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 Drawings 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.

## ARTICLE 2

### SCOPE OF THE PROJECT

#### 2.1 Scope of the Project

- 2.1.1 The scope of the Project (the “**Scope of the Project**”) shall mean and include, during the Concession Period, the tasks as specified in **Schedule A**
- 2.2.2 operation and maintenance of the Health Club at Prakash Swimming pool Bhopal in accordance with the provisions of this Agreement; and
- 2.2.3 performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

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## ARTICLE 3

### GRANT OF CONCESSION

#### 3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority during the subsistence of this Agreement to construct, operate and maintain the Project (the “**Concession**”) for a period of **8 ( Eight)** years commencing from the Appointed Date and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein:

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

- (a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
- (b) manage, operate and maintain the Health club and regulate the use thereof by third parties;
- (c) demand, collect and appropriate Fee from persons liable for payment of Fee for using the Health club or any part thereof and refuse entry of any vehicle if the Fee due is not paid;
- (d) Perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement;
- (e) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
- (f) not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Health club nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement .

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**ARTICLE 4**  
**CONDITIONS PRECEDENT**

**4.1 Conditions Precedent**

- 4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 27, 31 and 34, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.1 (the “**Conditions Precedent**”).
- 4.1.2 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:
- a. provided to the Concessionaire the Right of Way of the Site in accordance with the provisions of Article 10.3.1; and
  - b. The Authority shall on or before the signing of agreement have obtained the Letter of Approval from the Competent Authority.
- 4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:
- a. provided Performance Security to the Authority;
  - b. paid the Premium to the Authority;

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## **ARTICLE 5 OBLIGATIONS OF THE CONCESSIONAIRE**

### **5.1 Obligations of the Concessionaire**

- 5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.3 Subject to Articles 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- a. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits (other than those set forth in Article 4.1.2) and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
  - b. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
  - c. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
  - d. ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
  - e. ensure optimal operation and maintenance of the Project throughout the Concession Period, either by performing the operation and maintenance itself, or by making durable, effective and permanent arrangements for due performance of the operation and maintenance obligations by third party(s);
  - f. not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
  - g. support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
  - h. shall not indulge/allow the project premises to be used for any unlawful or socially unacceptable activity and
  - i. Transfer the Project to the Authority upon Termination or expiry of this Agreement, in accordance with the provisions thereof.

### **5.2 Obligations relating to Project Agreements**

It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement

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notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

### **5.3 Obligations relating to Change in Ownership**

The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

### **5.4 Employment of trained personnel**

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions in accordance with **Schedule 'C'**.

### **5.5 Obligations relating to medical aid**

For providing emergency medical aid to Users, the Concessionaire shall set up and operate a medical aid post (the “**Medical Aid Post**”) to render first aid and to assist in accessing emergency medical aid in accordance with **Schedule 'C'**.

### **5.6 Sole purpose of the Concessionaire**

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

### **5.7 Obligations relating to membership of Health club.**

The membership for the health club shall be given by the Committee under the Chairmanship of Administrative, CPA, with Superintending Engineer and Concessionaire as its members. The decision of Committee shall be binding and final.

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## ARTICLE 6

### OBLIGATIONS OF THE AUTHORITY

#### 6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

- (a) the Authority shall facilitate the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation, operation and maintenance of the Project; however the responsibility for obtaining the Applicable Permits shall always be that of the Concessionaire;
- (b) upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services. All costs, charges and fees, shall be borne by the Concessionaire;
- (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement; and
- (d) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement.

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**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES**

**7.1 Representations and Warranties of the Concessionaire**

The Concessionaire represents and warrants to the Authority that:

- a. it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b. it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c. it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- f. the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- g. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or, where applicable, those of any member of the Consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under

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- this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- j. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
  - k. it shall at no time undertake or permit any Change in Ownership and that the *[insert name of selected bidder]* holds not less than 100% (one hundred percent) of the Concessionaire's issued and paid up Equity as on the date of this Agreement;
  - l. the *[insert name of selected bidder]* has the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
  - m. *[insert name of selected bidder]* is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the LOA , and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
  - n. all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
  - o. no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and
  - p. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.

## **7.2 Representations and Warranties of the Authority**

The Authority represents and warrants to the Concessionaire that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to

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- execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b. it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
  - c. it has the financial standing and capacity to perform its obligations under the Agreement;
  - d. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - e. there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;
  - f. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;
  - g. it has complied with Applicable Laws in all material respects;
  - h. all information provided by it in the Request for Proposal in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;
  - i. it has the right, power and authority to grant Right of Way, access and possession of the Site for the Project in accordance with the terms of this Agreement;
  - j. it is the true and lawful owner of the Site and has power and authority to grant a licence in respect thereto to the Concessionaire; and
  - k. upon the Concessionaire paying the Premium and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this Agreement.

### **7.3 Disclosure**

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

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## **ARTICLE 8 DISCLAIMER**

### **8.1 Disclaimer**

- 8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Specifications and Standards, Site, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority or obtained or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Article 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.
- 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the [*insert name of selected bidder*] or any person claiming through or under any of them.

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## ARTICLE 9

### PERFORMANCE SECURITY

#### 9.1 Performance Security

The Concessionaire shall, for the performance of its obligations hereunder during the Operation Period, provide to the Authority prior to or on the Effective Date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to **Rs. 1,00,000 (Rupees One Lakh)**. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

#### 9.2 Release of Performance Security

The Performance Security shall remain in force and effect from the Effective Date till the end of the Concession Period. At the end of the Concession Period, the Performance Security shall be released provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security, the Authority shall release the Performance Security forthwith.

## ARTICLE 10

### RIGHT OF WAY

#### 10.1 The Site

The site of the Project shall comprise of the land described in **Schedule A** and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the “**Site**”).

#### 10.2 Licence, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for carrying out operation and maintenance.

10.2.2 In consideration of the Premium, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land comprising the Site which is described, delineated and shown in **Schedule A** hereto (the “**Licensed Premises**”) on an “as is where is” basis, free of any Encumbrances, to operate and maintain the Site, together with all and

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singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site or premises or any part thereof belonging to or in anyway appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The licence, access, possession and Right of Way granted by this Agreement to the Concessionaire shall always be subject to Concessionaire performing its duties and responsibilities at all times during the Concession Period as per the terms and conditions of this Agreement.

10.2.5 It is expressly agreed that the licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the licence, upon the Termination of this Agreement for any reason whatsoever.

### **10.3 Handing over of the Site**

10.3.1 The Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid licence and Right of Way to the Concessionaire during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 On and after signing the memorandum and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

### **10.4 Protection of Site from encroachments**

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances.

### **10.5 Access to the Authority**

The licence, Right of Way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Authority Representative and other employees and agents of the Authority for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

**ARTICLE 11**

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**ARTICLE 12**

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**ARTICLE 13**

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**ARTICLE 14**

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**ARTICLE 16**

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## ARTICLE 17

### OPERATION AND MAINTENANCE

#### 17.1 O&M obligations of the Concessionaire

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement and if required, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

- a. ensuring optimal operation and maintenance of the Project, in accordance with the Specifications and Standards prescribed herein, throughout the Concession Period, either by performing the operation and maintenance;
- b. collecting and appropriating the Fees from the Project in accordance with the provisions contained herein;
- c. complying with the Safety Requirements;
- d. carrying out periodic preventive maintenance of the Project ;
- e. carrying out periodic renovation as required from time to time so that the Project is always in conformity with the Scope of the Project;
- f. undertaking routine maintenance including prompt repairs of cracks, joints, buildings, pools, lighting, electricity lines, telephone lines, water facilities, sewage system and other amenities on the Site;
- g. preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the or Site;
- h. preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Site;
- i. protection of the environment and provision of equipment and materials therefor so that the Project is in compliance with Applicable Permits;
- j. maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies;

#### 17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period; the Project conforms to the maintenance requirements set forth in **Schedule B** (the “Maintenance Requirements”).

#### 17.3 Maintenance Manual

17.3.1 The Concessionaire shall, in consultation with the Authority, evolve a repair and maintenance manual (the “Maintenance Manual”) for the regular and preventive maintenance of the Project in conformity with the

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Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 2 (two) copies thereof to the Authority. The Maintenance Manual shall be revised and updated once every 3 (three) years.

17.3.2 Without prejudice to the provision of Article 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that its overall condition conforms to Good Industry Practice.

## **17.5 Safety, breakdowns and accidents**

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions and accidents, it shall follow the relevant operating procedures and undertake necessary action including payment of compensation or damages without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project shall include safe evacuation of all Users and staff from the affected area as an initial response to any particular incident and shall also include prompt action to avoid endanger or interrupt the smooth functioning of the Project. For this purpose, it shall maintain and operate **one round-the-clock road vehicle with rescue equipment.**

## ARTICLE 18

### SAFETY REQUIREMENTS

#### 18.1 Safety Requirements

The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project, and shall comply with the safety requirements set forth in Schedule **C** (the “**Safety Requirements**”).

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**ARTICLE 19****MONITORING OF OPERATION AND MAINTENANCE****19.1 Quarterly status reports**

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of a quarter, furnish to the Authority a quarterly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Authority.

**19.2 Inspection**

The Authority Representative shall inspect the Project **at least once in a quarter**. It shall make a report of such inspection (the “**O&M Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.

**19.3 Tests**

For determining that the Project conforms to the Maintenance Requirements, the Authority shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests forthwith to the Authority.

**19.4 Remedial measures**

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results and furnish a report in respect thereof to the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be;

19.4.2 The Authority shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the Maintenance Requirements and shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire.

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ARTICLE 20

**PREMIUM AND ANNUAL RENT**

**20.1 Premium**

20.1.1 In consideration of the grant of Concession, the Concessionaire shall pay to the Authority the Premium.

20.1.2 The Concessionaire shall pay the Premium in 8 (Eight) yearly instalments from the date of signing of the agreement; the first instalment will be paid on or prior to the date of signing the agreement (As quoted in the Bid). Subsequent annual instalments shall be payable by increased amount of 5% over the previous year instalment.

20.1.3 In case of renewal of concession period, concessionaire shall continue to pay annual premium with 5% increase over the last premium instalment (5<sup>th</sup>) for remaining concession period.

**20.2 Annual Rent**

**20.2.1** The Concessionaire shall pay to the Authority annual rent, equal to 7.50% (Seven point five) of the first instalment of premium amount, payable each year, for the entire Concession Period. In case of renewal of the concession period, Concessionaire shall pay to the Authority annual rent increased by 50 % of the existing lease rent.

**20.2.2** Service tax if any will be borne by the concessionaire.

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## ARTICLE 21

### FEE

#### 21.1 Collection and appropriation of Fee

21.1.1 The Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee in accordance with this Agreement.

21.1.2 The Concessionaire acknowledges and agrees that upon payment of the Fee, any User shall be entitled to use the Project in accordance with the terms and conditions of this Agreement subject to such conditions, stipulations and restrictions on use notified by the Concessionaire pursuant to any provision contained under the Applicable Law, Applicable Permit or the provisions of this Agreement. The User shall at all times be bound by the terms and conditions of this Agreement and shall not create any Encumbrance on the Site or any part thereof during the Concession Period.

#### 21.2 User's Charges:

The Concessionaire shall have the sole and exclusive right to demand, collect and appropriate fee towards Health Club, facilities as per the following rates fixed:

The rate will be as under for Activity Gym, Aerobics & Spa.

Annual Membership – Rs. 10,000

Half Yearly - Rs. 6,000

Quarterly – Rs. 4,000

Monthly - Rs. 3,000

Guest Charges - Rs. 150 per Event per person

The above charges may be revised every year subject to maximum of 10% of the applicable rates.

CPA will reserve the right to nominate a maximum of 25 members of its choice in any financial year. However, the number of such members shall not exceed 50 at any point of time during the entire Concession Period. Charges for these members will be 50% (Fifty percent) of the charges for normal charges.

#### 21.3. Capacity and Maximum Members

The maximum members should be 300

#### 21.4 Display of User Charges

The Concessionaire shall, at the collection booth, prominently display the applicable rates of Fee for information of Users.

## **ARTICLE 22 INSURANCE**

### **22.1 Insurance during Concession Period**

The Concessionaire shall effect and maintain at its own cost, during the Operation Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “Insurance Cover”).

### **22.2 Notice to the Authority**

Not later than 30(thirty) days prior to commencement of the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 28. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

### **22.3 Evidence of Insurance Cover**

All insurances obtained by the Concessionaire in accordance with this Article 28 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

**ARTICLE 23**  
**ACCOUNTS AND AUDIT**

**23.1 Audited accounts**

23.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including Fee derived/ collected by it from or on account of the Project and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Auditors, to be provided to the Authority.

23.1.2 On or before the thirty-first day of May each year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the Users using the Project and liable for payment thereof, (b) Fee received and other revenues derived from the Project, and (c) such other information as the Authority may reasonably require.

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## ARTICLE 24

### FORCE MAJEURE

#### 24.1 Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Non-Political Event and Indirect Political Event, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

#### 24.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. strikes or boycotts (other than those involving the Concessionaire 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 continuous period of 7 (seven) days and an aggregate period exceeding 60 (sixty) days in an Accounting Year;
- c. any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- d. the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- e. any event or circumstances of a nature analogous to any of the foregoing.

#### 24.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- a. 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;
- b. industry-wide or State-wide strikes or industrial action for a continuous

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- period of 7 (seven) days and exceeding an aggregate period of 60 (sixty) days in an Accounting Year; or
  - c. any event or circumstances of a nature analogous to any of the foregoing.

#### **24.4 Duty to report Force Majeure Event**

24.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a. the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 30 with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d. any other information relevant to the Affected Party's claim.

24.4.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

24.4.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as the other Party may reasonably request the Affected Party to provide.

#### **24.5 Effect of Force Majeure Event on the Concession**

24.5.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the concession period shall be extended by a period equal in length to the duration of the Force Majeure Event.

24.5.2 At any time after the Appointed Date, if any Force Majeure Event occurs before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists.

#### **24.6 Allocation of costs arising out of Force Majeure**

24.6.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date or during the Concession Period, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof. ;

24.6.2 Neither Party shall be liable in any manner whatsoever to the other Party

in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### **24.7 Dispute resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

#### **24.8 Excuse from performance of obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

### **ARTICLE 25**

#### **SUSPENSION OF CONCESSIONAIRE’S RIGHTS**

##### **25.1 Suspension upon Concessionaire Default**

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire’s right to collect Fee pursuant hereto, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders’

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Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

## **25.2 Authority to act on behalf of Concessionaire**

25.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Fees under and in accordance with this Agreement and deposit the same in the Project Account.

25.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period.

## **25.3 Revocation of Suspension**

25.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

25.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

## **ARTICLE 26**

### **TERMINATION**

#### **26.1 Termination for Concessionaire Default**

26.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 180 (one hundred and eighty) days, the Concessionaire shall be deemed to be in default of this Agreement (a “**Concessionaire Default**”), unless the default has occurred solely due to Force Majeure. The defaults referred to herein shall include:

- a. the Performance Security has been encashed and appropriated in accordance with Article 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- b. subsequent to the replenishment or furnishing of fresh Performance

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Security, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Security was appropriated;

- c. the Concessionaire abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;
- d. The Concessionaire defaults in payment of Premium;
- e. Default in safety or maintenance requirement or in case of any casualty due to negligence of the concessionaire.

26.1.2 Without prejudice to any other rights or remedies of the Authority under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire;

Provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

Provided further, that the Concessionaire shall, until the Concessionaire Default has been cured or this Agreement has been terminated, be liable to pay Damages to the Authority at the rate of 0.1 % (zero point one per cent) of the Performance Security for each day the Concessionaire Default continues.

## **26.2 Consequences of Termination**

Upon Termination for any reason whatsoever, the Authority shall:

- a. be deemed to have taken possession and control of the Project forthwith;
- b. take possession and control of all Infrastructure, Project Facilities and Site forming part of the Project;
- c. be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
- d. require the Concessionaire to comply with the Divestment Requirements set forth in Article 27.1; and

## **ARTICLE 27**

### **DIVESTMENT OF RIGHTS AND INTEREST**

#### **27.1 Divestment Requirements**

Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

- a. notify to the Authority forthwith the location and particulars of all Project Assets;
- b. deliver forthwith the actual or constructive possession of the Project and

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- the Site, free and clear of all Encumbrances;
- c. cure all Project Assets and Project Facilities of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements after bringing them to a safe condition;
  - d. deliver relevant records and reports pertaining to the Project and its operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date;
  - e. transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
  - f. execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project, including the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority; and
  - g. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority.

## **27.2 Vesting Certificate**

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto.

## **27.3 Divestment costs, etc.**

27.3.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

## **ARTICLE 28**

### **ASSIGNMENT AND CHARGES**

#### **28.1 Restrictions on assignment and charges**

28.1.1 This Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

28.1.2 The Concessionaire shall not create nor permit to subsist any

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Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

**ARTICLE 29  
LIABILITY AND INDEMNITY**

**29.1 General indemnity**

29.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (“**the Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or the Project Agreements or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority Indemnified Persons.

29.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Site, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, servants or agents, the same shall be the liability of the Concessionaire.

**29.2 Indemnity by the Concessionaire**

29.2.1 Without limiting the generality of Article 36.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a. failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- b. payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire’s contractors, suppliers and representatives; or
- c. non-payment of amounts due as a result of materials or services

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furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire.

## **ARTICLE 30**

### **RIGHTS AND TITLE OVER THE SITE**

#### **30.1 Licensee rights**

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end; it may regulate the entry and use of the Project by third parties in accordance with and subject to the provisions of this Agreement.

#### **30.2 Access rights of the Authority and others**

30.2.1 The Concessionaire shall allow to the extent required under this Agreement, free access to the Site at all times for the authorised representatives and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

30.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility specified in Article 11, allow free access to the Site at all times for the authorised persons and vehicles of the controlling body of such utility.

#### **30.3 Property taxes**

The Authority shall be liable to pay property taxes for the Site as required under the Applicable Laws.

#### **30.4 Restriction on sub-letting**

The Concessionaire shall not sub-license or sublet the whole or any part of the Site, save and except as may be expressly set forth in this Agreement.

## ARTICLE 31 DISPUTE RESOLUTION

### 31.1 Dispute resolution

31.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Article 31.2.

31.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 31.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either Party may require such Dispute to be referred to the Administrator, CPA by the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Article 31.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 31.3.

### 31.3 Arbitration

31.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Article 31.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Article 31.3.2. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time. The venue of such arbitration shall be Bhopal, and the language of arbitration proceedings shall be English.

31.3.2 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article 31 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without

delay.

31.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

31.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

#### **31.4 Adjudication by Regulatory Authority or Commission**

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Article 31.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

### ARTICLE 32 **DISCLOSURE**

#### **32.1 Disclosure of Specified Documents**

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme and the Maintenance Requirements (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the Concessionaire’s Registered Office.

#### **32.2 Disclosure of Documents relating to safety**

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Concessionaire’s Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a ‘no profit no loss’ basis.

## ARTICLE 33

### REDRESSAL OF PUBLIC GRIEVANCES

#### 33.1 Complaints Register

33.1.1 The Concessionaire shall maintain a public relations office at the Site of the Project where it shall keep a register (the “**Complaint Register**”) open to public access at all times for recording of complaints by any person (the “**Complainant**”). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Site of the Project so as to bring it to the attention of all Users.

33.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

33.1.3 The Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

#### 33.2 Redressal of complaints

33.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

33.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

## ARTICLE 34 MISCELLANEOUS

### **34.1 Governing law and jurisdiction**

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

### **34.2 Waiver of immunity**

Each Party unconditionally and irrevocably:

- a. agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d. consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

### **34.3 Depreciation**

For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

### **34.4 Delayed payments**

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per

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cent) above the SBI PLR Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

### **34.5 Waiver**

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

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

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

### **34.6 Deleted**

### **34.7 Exclusion of implied warranties etc.**

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

### **34.8 Survival**

34.8.1 Termination shall:

- (a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, 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.

34.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

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**34.9 Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

**34.10 Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

**34.11 No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**34.12 Third Parties**

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

**34.13 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

**34.14 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- 
- (a) in the case of the Concessionaire, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Concessionaire may from time to time designate by notice to the Authority;
  - (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Chairman of the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Bhopal it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
  - (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

### **34.15 Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing in English or Hindi languages.

### **34.16 Counterparts**

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

## ARTICLE 35 DEFINITIONS

### 35.1 Definitions

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

“**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;

“**Agreement**” or “**Concession Agreement**” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“**Applicable Laws**” means all laws, brought into force and effect by GOI or the GoMP including rules, regulations and notifications made thereunder, and judgements, 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;

“**Applicable Permits**” means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the operation and maintenance of the Project during the subsistence of this Agreement;

“**Appointed Date**” means the 60 days after the date on which this agreement is signed, and shall be deemed to be the date of commencement of the Concession Period;

“**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;

“**Authority Representative**” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

“**Bank**” means a bank incorporated in India and having a minimum net worth of Rs. 500 crore (Rupees five hundred crore);

“**Bid**” means the documents in their entirety comprised in the bid submitted by the [Concessionaire] in response to the Tender Notice in

accordance with the provisions thereof;

“**Bid Security**” means the security provided by the Concessionaire to the Authority along with the Bid in a sum of Rs. 1,00,000 (Rupees One lakhs only), in accordance with the Tender Notice, and which is to remain in force until substituted by the Performance Security;

“**Concessionaire**” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“**Concession Period**” means the period starting on and from the Appointed Date and ending on the Transfer Date;

“**Effective Date**” means the date of Appointed Date;

“**Fee**” means all charges, tariff, fees, deposits and amounts received by or paid to the Concessionaire from or with respect to the Project, for services provided and maintenance charges for the Project Facilities, and other tariff and charges including maintenance charges for services provided to the Users;

“**GoMP**” means the Government of Madhya Pradesh;

“**O&M**” means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fees in accordance with the provisions of this Agreement;

“**O&M Expenses**” means expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract, or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

“**Operation Period**” means the period commencing from Appointed Date and ending on the Transfer Date;

“**Project**” means the operation, development and maintenance of the Swimming pool and Project Facilities in accordance with the provisions of this Agreement, and includes all works, development operation, maintenance and services relating to or in respect of the Scope of the Project;

“**Project Assets**” means all physical and other assets relating to and

forming part of the Site including:

- a. rights over the Site in the form of licence, Right of Way or otherwise;
- b. tangible assets such as civil works and equipment including foundations, electrical systems, communication systems, rest areas and administrative offices;
- c. Project Facilities situated on the Site;
- d. buildings and immovable fixtures or structures;
- e. all rights of the Concessionaire under the Project Agreements;
- f. financial assets, such as receivables, security deposits etc;
- g. insurance proceeds and
- h. Applicable Permits and authorisations relating to or in respect of the Project,

“**Transfer Date**” means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN**

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
Capital Project Administration

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
CONCESSIONAIRE

by:

by:

(Signature)  
(Name)  
(Designation)

(Signature)  
(Name)  
(Designation)

In the presence  
of: 1.

2.

**SCHEDULE – A**  
(See Article 10.1)

**SITE OF THE PROJECT**

**1 The Site**

1.1 The details of proposed project is as follows :

The Health Club located on Link Road No.1 at Prakash Swimming pool, in new Bhopal area has been constructed by Authority. The facilities available are as follows:

<i>Particulars</i>	<i>Number</i>	<i>Dimension (Metres)</i>
<b>Ground Floor</b>		
Multipurpose Hall	1	8.540mx14.840m
Jacuzzi	1	3.70mx3.25m
Sauna	1	2.50mx2.55m
Steam Bath	1	2.00mx2.55m
Machine Room for Jacuzzi & sauna etc	1	1.70mx2.55m
Reception Room Front	1	7.00mx4.20m
Reception Room-II	1	5.15mx4.10m
Office Room	1	4.20mx3.80m
Gents Toilets & Urinals	1	5.00mx4.10m
Ladies Toilets	1	3.15mx2.60m
Change Room	2	1.30mx1.70m
Shower	1	1.30mx1.70m
Chilled Shower	1	1.50mx1.40m
Lockers Room	1	2.95m x 1.80m
<b>First Floor</b>		
Gymnasium Hall	1	8.54mx14.84m
Gents Toilets & Urinals	1	1.20mx1.20m 1.65mx1.70m
Gents Shower	1	1.20mx1.20m
Gents Change Room	1	1.20mx1.50m
Ladies Toilets	1	1.20mx1.30m
Ladies Change Room	1	1.20mx1.50m
Ladies Shower	1	1.20mx1.50m

CPA proposes to select a private entrepreneur who will be capable of maintaining the existing infrastructure (Health Club facilities) at the site and offer quality services to the users of the facility.

On and from the COD, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate fee towards Health Club facilities as per rates prescribed in this Agreement.

**The Health Club is adjacent to swimming pool and in the same campus therefore the Timing for Ladies & Gents in the Health Club have to matched with that of Pool.**

### **Details of Equipment Mandatory for Health Club**

Basic Machines for Gym. ( Cardio/Power)

- |   |                       |
|---|-----------------------|
| 1. Tread Mills                            | - 5 Nos.              |
| 2. Elliptical Trainer                     | - 2 Nos.              |
| 3. Multi Station Gym- 4 station           | - 1 No.               |
| 4. Bench Press ( Deluxe) Inclined/Diodes- | -1 No.                |
| 5. Weights/Dumbles                        | - as per requirements |
| 6. Multi Tip Machine                      | - 1 No.               |
| 7. Bicep/prisel Machine                   | -1 No.                |
| 8. Bike/ Spin Bike                        | -2 Nos.               |
| 9. Chinning Rod                           | -1 No.                |
| 10. Ab Barel                              | - 1 No.               |
| 11. Twister                               | - 1No.                |
| 12. Cable cross                           | - 1 No.               |
| 13.                                       |                       |

Annex – I a  
(Schedule-A)

**Map of the Site with co ordinates**

**SCHEDULE -B**  
*(See Article 17.2)*

**MAINTENANCE REQUIREMENTS**

**1 Maintenance Requirements**

The Concessionaire shall, at all times, operate and maintain the Project in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, ensure compliance with the maintenance requirements.

**2 Repair/rectification of defects and deficiencies**

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies.

**3 Emergency repairs/restoration**

If any defect, deficiency or deterioration in the Project poses danger to the life or property of the users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

**4 Divestment Requirements**

All defects and deficiencies specified shall be repaired and rectified by the Concessionaire so that the Project conforms to the Maintenance Requirements on the Transfer Date.

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**SCHEDULE –C**  
*(See Article 18.1)*  
**SAFETY REQUIREMENTS**

**1 Guiding principles**

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Site, irrespective of the person(s) at fault.
- 1.2 Users of the project include staff of the Concessionaire and its contractors working on the Project.
- 1.3 Safety Requirements apply to operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

**2** The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) Fire safety norms as per Good Industry Practice;
- (a) provisions of this Agreement;
- (e) relevant Standards/Guidelines contained in internationally accepted codes; and
- (f) Provisions of the Environmental Protection Act, 1986

**3 Safety measures during Operation Period**

- 3.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

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Annex - D

**Safety Guidelines**

**1 Safe movement:**

During operation of the Project, particular care shall be taken to ensure safety of users. This shall include facilities for safe and efficient evacuation in case of emergency.

**2 System integrity:**

In the design of power supply, circuits and equipments, particular care shall be taken to minimise the likely incidence of failure.

**3 Restoration of service:**

The Project shall be designed such that in the event a fault occurs, a limited service can be provided within a few minutes by isolation of the affected area or equipment, to the extent possible.

**4 Safety management:**

A safety statement shall be prepared by the Concessionaire once in every quarter to bring out clearly the system of management of checks and maintenance tolerances for various assets. The statement shall also bring out the nature and extent of, staff training and awareness in dealing with such checks and tolerances. Two copies of the statement shall be sent to the Authority within 15 (fifteen) days of the close of every quarter.

**5 Safety equipment:**

The following equipment shall be provided in adequate numbers:

- a. Fire extinguishers and fire alarms at the appropriate locations;
- b. Stretchers and standard first aid boxes; and
- c. Such other equipment as may be required in conformity with Good Industry Practice.

**6 Emergency**

A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in Manual to be prepared and published by the Concessionaire.

**7 Fire safety**

7.1 The Concessionaire shall adopt provisions of the National Fire Protection Association (NFPA).

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7.2 To prevent fire in the User areas, the Concessionaire shall use fire resistant materials and shall avoid use of materials which are to some extent flammable, or which emit harmful gases when burning.

7.3 Emergency exit should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the building in case of emergency.

7.4 Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. The possibility of poor visibility due to smoke shall be duly taken into account. All notices and signages shall be uniform and standardised.

## **8 User safety and information system:**

8.1 The Concessionaire shall provide the SMU with the facilities required for supervising User areas, and shall provide visual information to Users. The Concessionaire shall also provide one way communication to Users through a Public Announcement (PA) system. The User call points should be located at convenient locations to allow Users to contact the SMU in emergencies.

8.2 The User information system shall comprise dynamic visual displays and loudspeakers..

## **9 Manager of the Health Club**

The Concessionaire shall keep one manager having knowledge/Experience in the same field.

## **10 Gym. Trainers**

The Concessionaire shall provide adequate number of male and female Trainers having minimum 3 years experience in the relevant field.

## **11 Safety Equipments & First add. Box**

## **12 Cleaning Equipment/Accessories**

## **13 Club Timings**

The pool timings will be from 6 AM to 10 PM