

Dated: _____

STATION FACILITY MANAGEMENT AGREEMENT

IN RELATION TO: Station Development/Redevelopment of [*insert name of station*]

BETWEEN:

[*insert name of Authority*]

(as the Authority)

AND

_____ [*insert name of Developer*]

(as the Facility Manager)

STATION FACILITY MANAGEMENT AGREEMENT

This ‘**Station Facility Management Agreement**’ is entered into on this ____ day of _____, 20____, at _____, by and between:

1. The President of India represented through [*insert name of the Authority*], [*insert description of Authority*], [*insert address of Authority*] (hereinafter referred to as “**Authority**”, which term shall , unless repugnant to the context or meaning thereof, mean and include its successors and assigns) through [*insert designation of the Authorised Signatory*], being party of the First Part;.
2. [*insert*], a company incorporated under the (Indian) Companies Act, 2013 and having its registered office at [*insert address*] (hereinafter referred to as “**Facility Manager**”, or “**Station Facility Manager**” which term shall include its successors and permitted assigns) through [*insert designation of the Authorised Signatory*] duly authorised vide Resolution of its Board of Directors dated [*insert date*], being party of the Second Part;.

(Each of Authority and the Facility Manager shall hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. The Ministry of Railways (“MOR”) vide the Authority, who has the jurisdictional control of and has decided to develop/redevelop [*insert name of station*] (“**Station**”) through private participation, on ‘as is where is’ basis, in order to bring the Station up to international standards in terms of efficiency of operations and providing the comfort and convenience to passengers and other stakeholders.
- B. The redevelopment of Station will primarily consist of upgrading the level of passenger amenities by new constructions/renovations and include redevelopment of station buildings, platform surfaces, circulating area, etc., to better serve the needs of the passengers. The Station Development/ Redevelopment is proposed to be carried out on DBFOT basis in accordance with the Development Agreement to be entered by Authority with the Developer.

- C. The Authority is mandated by the MOR for development/ redevelopment of the Station, commercial development of identified surplus railway land and air space at Station assigned to it by the MOR.
- D. The Authority had adopted a two-stage process for selection of the Bidder for award of the Project. The first stage of the process (“**Invitation Stage**”) involved inviting applications from interested parties/ consortia for Eligibility and Technical Proposals in accordance with the provisions of the Invitation for Qualification and Proposal dated [insert] issued by the Authority (“**Invitation Document**”).
- E. Pursuant to the Invitation Stage vide [insert document number and date of issue], the Authority identified the Selected Project Proponent and the Detailed Project Report was submitted by the Selected Project Proponent, in accordance with the provisions of the Invitation Document dated [insert date] issued by the Authority.
- F. In the second stage of the process (“**Bid Stage**”) vide [insert document number and date of issue], the Bidders were invited through open competitive bidding process to submit their financial offers for the Project in accordance with Bid Document No. [insert Bid Document number and date] issued by the Authority.
- G. _____ (Sole Bidder) or _____ a consortium of _____, _____ and _____ [insert names of the Lead Member and other Members and their respective equity shareholding in the consortium] being the Selected Project Proponent submitted the highest qualified Bid with a Lease Premium of [` _____] and Annual Lease Rent [` _____]

OR¹

_____ (Sole Bidder) or _____ a consortium of _____, _____ and _____ [*insert names of the Lead Member and other Members and their respective equity shareholding in the consortium*] submitted the highest qualified Bid (“**the Highest Bidder**”) with a Lease Premium of [` _____], and Annual Lease Rent of [` _____] which the Selected Project Proponent was invited to match vide Authority’s letter number [*insert letter number and date*], which the Selected Project Proponent vide letter [*insert letter number and date*] accepted / refused.

- H. Subsequently, _____ (Sole Bidder) or _____ a consortium of _____, _____ and _____ [*insert names of the Lead Member and other Members and their respective equity shareholding in the consortium*]² was selected by Authority as the ‘**Selected Bidder**’ vide the Letter of Award dated _____ (the “**LOA**”).
- I. The Selected Bidder has, in accordance with the Bidding Documents and the LOA, promoted and incorporated the Developer as a public/private limited liability company under the provisions of the Companies Act, 2013 and holds 100% (99.9% in case the Selected Bidder is individual and single Entity)³ of the paid-up and subscribed equity share capital of the Developer, and the Selected Bidder has, by its letter [*insert letter number and date*], requested Authority to accept the Developer as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.
- J. Pursuant thereto, the Authority and the Developer have entered into the Development Agreement. One of the conditions of the Development Agreement is that the Developer also undertakes the SFM Project, and enters into the SFM Agreement with the Authority.

¹ Retain as applicable

² Retain as applicable

³ Retain as applicable

- K. Pursuant thereto the Facility Manager, in compliance of the terms and conditions of the LOA, has deposited with Authority, on [*insert date*], bank guarantee(s) of value ` _____ (Rupees _____ only) no. _____ issued by _____ dated _____, and _____ (Rupees _____ only) no. _____ issued by _____ dated _____,⁴ towards the SFMA Performance Guarantee (*as defined in the SFM Agreement*).
- L. The Facility Manager is desirous of acquiring, and the Authority has agreed to grant to the Facility Manager, the right to undertake the facility management and maintenance of the Station Area, on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in the SFM Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:

1. In consideration of the grant of the rights by the Authority to the Facility Manager under and in accordance with the terms of the SFM Agreement, and other consideration as set forth in the SFM Agreement and the rights granted under Development Agreement, the Facility Manager hereby covenants with the Authority that, the Facility Manager shall:
 - (i) duly provide, execute and complete the facility management of the Station and shall do and perform all other acts and things in the SFM Agreement mentioned or described or which are to be implied therein or may be reasonably necessary for the completion of the said SFM Project, and at the said times and in the manner and subject to the terms, conditions and stipulations mentioned in the SFM Agreement.
 - (ii) duly pay to the Authority, the License Fee and all other amounts due to the Authority under the SFM Agreement, at the said times and in the manner and subject to the terms, conditions and stipulations mentioned in the SFM Agreement.
2. Each of the Parties agrees and undertakes to perform their respective obligations, and give effect to the rights and entitlements of the other Party, in the manner and subject

⁴ Note: Insert as applicable in respect of each of the bank guarantees provided

to the terms, conditions and stipulations mentioned in the SFM Agreement, and to otherwise comply with the terms of the SFM Agreement.

3. Unless terminated earlier in accordance with the SFM Agreement or by mutual agreement between the Parties in writing, the SFM Agreement shall terminate on the Expiry Date of SFMA.
4. The Parties agree and acknowledge that notwithstanding anything contained herein or otherwise, the term SFM Agreement shall mean and include the following:
 - (i) the Station Facility Management Agreement;
 - (ii) the correspondence between the Parties after the issuance of the LOA (*as defined hereinafter*), attached to the Station Facility Management Agreement;
 - (iii) the Special Conditions of Station Facility Management Agreement (the “SCSFMA”), including the Schedules and Appendices thereto;
 - (iv) the General Conditions of Station Facility Management Agreement (the “GCSFMA”), including the Schedules and Appendices thereto;

In each case, as amended, modified and/ or clarified by all amendments, clarifications and modifications thereto, as made in accordance with their respective terms.

The Parties agree that the above documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the SFM Agreement, the priority of these documents shall, in the event of any conflict between them, be in the order as the documents have been set forth above. Further, subject to the aforesaid order of priority, inconsistency between two provisions in the SFM Agreement, the condition which imposes a stricter obligation on the Facility Manager shall apply.

4. Capitalised terms utilised herein but not defined shall, unless repugnant to the context thereof, have the meaning ascribed thereto in the SFM Agreement.

IN WITNESS WHEREOF the Parties have executed these presents in the day, month, year and at the place first above written.

<p><i>Signed and executed on behalf of President of India</i></p> <p><i>[insert name of Authority]</i></p>	<p><i>Signed and executed on behalf of (Facility Manager)</i></p> <p><i>[insert name of Facility Manager]</i></p>
<p>By:</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Designation:</p>	<p>By:</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Designation:</p>

<p>Witness</p> <p>1</p> <p>2</p>	<p>Witness</p> <p>1</p> <p>2</p>
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GENERAL CONDITIONS OF STATION FACILITY MANAGEMENT AGREEMENT
(GCSFMA)

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PART I: DEFINITIONS AND INTERPRETATIONS

ARTICLE 1: DEFINITIONS & INTERPRETATIONS

1.1 Definitions

The following expressions used in these General Conditions of Station Facility Management Agreement and elsewhere in the SFM Agreement shall, unless repugnant to the context, have the meanings assigned to them hereunder:

- 1.1.1 “**Additional Facility**” shall have the meaning ascribed to such term in Article 16.1;
- 1.1.2 “**Applicable Laws**” shall mean all treaties, covenants, laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, rulings, rule of law, decrees or other requirements or official directives clearances, approvals or similar form of decision of any Government Authority or person acting under any Government Authority and / or of any statutory authority in the Republic of India, whether in effect on the Effective Date of the SFM Agreement or thereafter including *inter-alia* the Railways Act, 1989, other applicable laws and rules and regulations notified or to be notified from time to time;
- 1.1.3 “**Applicable Permits**” shall mean without any limitation, all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, exemptions, sanctions, rulings, renewals and no objections required to be obtained from any Government Authority or any other authority, including but not limited to the Airports Authority of India, Archaeological Survey of India, Environment Impact Assessment Committee (“EAC”) / State Environment Impact Assessment Committee (“SIAC”), etc., as applicable,, and/or maintained under the Applicable Laws in connection with or related to the performance of the SFM Agreement including, without limitation, the permits listed in the **Schedule 14** (*Applicable Permits*) hereof;
- 1.1.4 “**Associate**” means, in relation to a Selected Bidder / its Member, a person who directly or indirectly, controls, is controlled by, or is under the common control with such Selected Bidder/ Member. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise;

- 1.1.5 **“Authorised Representative”** shall mean an employee or agent of the Facility Manager so nominated by the Facility Manager for the purposes of the SFM Agreement;
- 1.1.6 **“Bidder”** shall bear the meaning as ascribed to it under the Bidding Documents;
- 1.1.7 **“Bid Document”** shall have the same as ascribed to it under the Development Agreement;
- 1.1.8 **“Bid Due Date”** shall have the meaning ascribed to it in the Bid Document;
- 1.1.9 **“Bidding Documents”** shall mean the Invitation Document, Bid Document and all other documents as issued by Authority in relation to the Project.;
- 1.1.10 **“Change in Law”** shall mean the occurrence of any of the following after the Bid Due Date :
- (i) Enactment of any new Applicable Law;
 - (ii) Modification or repeal or re-enactment of any existing Applicable Law;
 - (iii) the commencement of any Applicable Law, after the Bid Due Date as specified under the Bidding Documents;
 - (iv) Increase or decrease in the rates of Taxes;
 - (v) Any change in the interpretation or application of any Applicable Law except as provided in (iv) above; and
 - (vi) Any enactment, modification, repeal, interpretation or application of any Applicable Law which increases market prices of goods, commodities, labour and services in general;
- 1.1.11 **“Completion Clearance”** shall mean a completion clearance to be issued to the Developer, upon the completion of the Station Development Project, in accordance with the terms of the Development Agreement;
- 1.1.12 **“Completion Date”** shall mean the date on which the Completion Clearance is issued to the Developer, upon the completion of the Station Development Project, in accordance with the terms of the Development Agreement;

- 1.1.13 “**Conditions Precedent**” shall mean the conditions required to be satisfied by a Party, before the rights and obligations of the Parties, save and except as expressly provided otherwise in the SFM Agreement, becomes effective;
- 1.1.14 “**Constituent**” or “**Affiliate**” shall mean an entity which directly or indirectly either controls, is controlled by, or is under common control with, the relevant person (which in case of the Selected Bidder shall include any member of Selected Bidder). As used in this definition, the expression “Control” shall include, with respect to a person which is a company or corporation, the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract or otherwise;
- 1.1.15 “**Court**” shall mean the court of competent jurisdiction of the State in which the Station is located;
- 1.1.16 “**Cure Period**” shall mean a period of 60 (sixty) days or such greater period as may be specified in the Notice of Intention to Terminate;
- 1.1.17 “**Development Agreement**” shall mean the development agreement entered into between, *inter alia*, the Developer and the Authority, for undertaking, *inter alia*, the Station Development Project;
- 1.1.18 “**Developer**” shall mean the Facility Manager, acting as the developer for undertaking the *inter alia* Station Development Project in terms of the Development Agreement;
- 1.1.19 “**Detailed Project Report**” shall have the same meaning as ascribed to it under Development Agreement;
- 1.1.20 “**Dispute**” shall mean all disputes or claims and/ or differences of any kind whatsoever between the Parties arising out of or in connection with, or in relation to the SFM Agreement, or any breach (subject to the expiry of the relevant Cure Period), termination or invalidity thereof;
- 1.1.21 “**Distribution(s)**” shall mean all benefits received by the shareholders or the Affiliates or the Constituents of the Facility Manager from the SFM Project or

payments made by the Facility Manager whether in cash through the Escrow Account or otherwise, or in kind, and includes any:

- (i) dividend or other distribution in respect of share capital;
- (ii) reduction of capital, redemption or purchase of shares or any other reorganisation or variation leading to reduction of share capital;
- (iii) payment, loan, contractual arrangement or vesting of any assets or rights that is not in the ordinary course of business and on reasonable commercial terms; or
- (iv) the receipt of any other benefit, which is not received in the ordinary course of business and on reasonable commercial terms;

1.1.22 “**Effective Date**” shall mean the date on which the Station Facility Management Agreement is executed between the Parties;

1.1.23 “**Encumbrances**” shall mean any mortgage, right of way, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, or other condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership. The word “encumber” shall be construed accordingly. This excludes any specific agreement or contract surviving the Term of SFMA, at the express discretion of Authority;

1.1.24 “**Equity**” shall mean the sum expressed in Indian Rupees representing the paid up equity share capital in the Facility Manager, and for the purposes of the SFM Agreement shall include convertible instruments or other similar forms of capital, which compulsorily convert into equity share capital of the Facility Manager;

1.1.25 “**Escrow Agreement**” shall mean the agreement between the Facility Manager, the Escrow Bank and the Authority for opening and establishing the Escrow Account, which agreement shall be substantially in the form set forth in **Schedule 9** (*Escrow Agreement*);

1.1.26 “**Escrow Account**” shall mean the account to be opened and maintained by the Facility Manager with a bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the

case may be, in accordance with the provisions of the SFM Agreement, and includes the sub-accounts of such Escrow Account;

- 1.1.27 **“Escrow Bank”** shall mean a Scheduled Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934 having a net worth of at least `1,000 Crore (Rupees One Thousand Crore), with which the Escrow Account is opened and maintained by the Facility Manager;
- 1.1.28 **“Existing Contracts”** shall mean the existing licenses and contracts given by the Railway Administration/Authority, in relation to commercial establishments, as existing on the Station Area, as on the date of the Development Agreement, and as further set out in the **Schedule 8** (*Existing Contracts*), which shall, for avoidance of doubt, exclude any licenses and/ or contracts in relation to any Excluded Activities and/or Railway Operational Activities;
- 1.1.29 **“Excluded Activities”** shall mean such activities as set out in **Schedule 5** (*Excluded Activities*);
- 1.1.30 **“Expiry Date of SFMA”** shall have the meaning ascribed to it in the SCSFMA;
- 1.1.30(a) **“Facility Manager”** or **“Station Facility Manager”** shall have the meaning ascribed to it in the preamble of the SFM Agreement;
- 1.1.31 **“Facility Manager’s Event of Default”** shall have the meaning ascribed to the term in Article 21.1.3;
- 1.1.32 **“Financial Year”** or **“Accounting Year”** shall, for all purposes, mean the period commencing from April 1st of each year and ending on March 31st of the following year;
- 1.1.33 **“Force Majeure Event”** shall have the meaning ascribed to the term in Article 19.1.3 hereof;
- 1.1.34 **“General Conditions of Station Facility Management Agreement”** or **“GCSFMA”** shall mean these General Conditions of Station Facility Management Agreement;
- 1.1.35 **“Good Industry Practice”** shall mean the exercise of that degree of skills, diligence, prudence and foresight in compliance with undertakings and obligations under the SFM Agreement, which are ordinarily and reasonably expected from a skilled, and experienced person engaged in the implementation, operation and maintenance, supervision or monitoring of any of the project of the type similar to that of the SFM

Project to be adopted by the Facility Manager, in accordance with the SFM Agreement, Applicable Laws and Applicable Permits in a reliable, safe, economical and efficient manner;

- 1.1.36 “**Government Authority**” shall mean the Government of India, the respective State Governments, local government and any other Government Authority, statutory Authority, government department, agency, authority commission, board, tribunal or court, any other judicial or quasi-judicial body, or other law, rule or regulation-making entity having or purporting to have jurisdiction for exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the Republic of India, having jurisdiction over all or any portion of the Station Area and/ or the Facility Manager and/ or the SFM Project. Without prejudice to the generality of the foregoing, the term Government Authority shall include the concerned Zonal Railway under MOR;
- 1.1.37 “**Indemnified Parties**” shall mean the Authority, Nodal Officer and its/their employees, officers and authorized representatives;
- 1.1.38 “**Intellectual Property**” includes any patent, trademark, service mark, logo, get-up, trade name, internet domain name, right in any design, blue print, programme and manual, drawing, copyright (including any right in a computer software), database right, semi-conductor, topography right, utility model, any right in know-how, and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.1.39 “**Joint Inventory**” shall have the meaning ascribed to the term in Article 3.2 of the SFM Agreement;
- 1.1.40 “**Legacy Matters**” shall have the meaning as ascribed to it in the Development Agreement.
- 1.1.41 “**Licensee**” shall mean the person to whom the Facility Manager sub-licenses any spaces in the Station Area for earning Station Revenues;
- 1.1.42 “**License Fee**” shall mean the annual license fee payable by the Facility Manager to the Authority as set forth in **Schedule 4 Part A** (*Schedule of Payment of License Fee*) hereof;

- 1.1.43 “**Licensable Station Area**” means the portions/ spaces within the Station Area available for Sub-License as set out in **Schedule 6** (*Designated Areas for Sub-License*);
- 1.1.44 “**Maintenance Assets**” shall mean such assets including the equipment, plant and machinery of the Facility Manager deployed at the Station Area and as set out in the Station Asset Register, for the purposes of undertaking the facility maintenance of the Station Area (and the Station Project Utilities and Station Assets thereat), which shall include the equipment specified in Annexure 1 of **Schedule 2** (*Scope of SFM Project*);
- 1.1.45 “**Maintenance and Replacement Plan**” shall mean the plan to be prepared by the Facility Manager for maintenance and replacement of Station Assets and Station Project Utilities relating to the Station Area, which plan shall be prepared consistent with the requirements of the Schedules;
- 1.1.46 “**Material Adverse Effect**” shall mean circumstances which may or do (i) render any right vested in a Party by the terms of the SFM Agreement ineffective, or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under the SFM Agreement or the legality, validity, binding nature or enforceability of the same;
- 1.1.47 “**Nodal Officer**” shall mean the officer(s) of the appropriate rank, nominated by Authority as executive in-charge of the SFM Project, from time to time;
- 1.1.48 “**Notice of Intention to Terminate**” shall mean the notice issued by a Party to the other Party expressing its intention to terminate the SFM Agreement;
- 1.1.49 “**Novation**” shall mean the process or the act of replacing the party in any agreement (including any sub-license in respect of the SFM Project), by another party such that the agreement transferred by the Novation process transfers all rights, duties and obligations from the original obligor to the transferee/ new obligor;
- 1.1.50 “**O&M Expenses**” shall mean the expenses incurred by or on behalf of the Facility Manager for all operation and maintenance expenses for the Station Area including (i) cost of salaries or other compensation to employees (ii) cost of material supply or utilities and other services (iii) premium for insurance (iv) all taxes, duties, cess and fees due and payable in respect of the SFM Project (v) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs of the relevant Station Assets and Station Project Utilities (vi) all outgoings, cess, and other Taxes

(including municipal Taxes), rates and other user charges whatsoever and all increases thereto, in respect of the Station Assets and Station Project Utilities, and (vii) all other expenditure required to be made under Applicable Laws, Applicable Permits or the SFM Agreement;

- 1.1.51 “**Party**” shall mean Authority or Facility Manager as the case may be. Authority, and the Facility Manager, shall collectively be referred to as Parties;
- 1.1.52 “**Payment Default**” shall mean the failure on part of the Facility Manager to make full payment of the License Fee along with applicable interest thereof or failure to make any other payment due to be paid by the Facility Manager to the Authority, by the respective due date thereof;
- 1.1.53 “**Project**” shall have the same meaning as ascribed to it in the Development Agreement;
- 1.1.54 “**Rail Display Network Area**” or “**RDN**” shall mean such part or areas of the Station Building and Station Area including but not limited to entry and exit of Station Building, exterior and interior walls of the Station Building, passages, corridors, waiting area, concourse, ticketing area, facade, basements, railway platform area and foot over bridges connecting railway platforms which is proposed to be covered under the rail display network as described in **Schedule 16** (*Rail Display Network Area*).
- 1.1.55 “**Receivables**” shall mean any and all cash flows and cash realizations and other receivables of the Facility Manager, whether (i) accruing from or in relation to the SFM Project, including any and all monies due or to become due to the Facility Manager from any source including from any performance bonds, letters of credit and instruments of a similar nature, proceeds of marketing/ Sub-License of the Licensable Station Area, Station Revenue, and proceeds from any insurance contracts, in each case relating to the SFM Project, or (ii) or from any other source, including all proceeds from any draw-downs under its loan agreements, any equity funding received by the Facility Manager, refund of taxes, in each case to the extent that the same relates to the SFM Project;
- 1.1.56 “**Replacement and Maintenance Reserve**” shall have the meaning ascribed to it in Article 17.2.1;
- 1.1.57 “**Required Amount**” shall mean an amount equivalent to the higher of:

- (i) INR as specified in SCSFMA; or
- (ii) The O&M Expenses for a period of three months, calculated on the basis of the Maintenance Budgets approved by Authority for the succeeding three months. Provided that where there are no approved Maintenance Budget for all or any part of such three months, then the amounts towards O&M Expenses for the non-budgeted portion of such period, shall be determined on the basis of the higher of: (a) amounts determined on the basis of the approved Maintenance Budgets for corresponding months in the immediately preceding Financial Year, and (b) the actual expenditure of the Facility Manager for a period corresponding to such non-budgeted period, as immediately preceding the relevant calculation date.

Provided further that, pending the approval of the first Maintenance Budget the Required Amount shall be deemed to be the amount specified in (i) above.

- 1.1.58 **“Selected Project Proponent”** shall have the same meaning as ascribed to it in Development Agreement;
- 1.1.59 **“SFMA Appointed Date”**, shall mean the ‘Appointed Date’ as set out in the Development Agreement;
- 1.1.60 **“SFMA Performance Guarantee”** shall mean the bank guarantee submitted by the Facility Manager as security / guarantee against any default in timely payment of License Fee and other dues to the Authority, default in provision of Facility Management services and fulfilment of other obligations as per the SFM Agreement;
- 1.1.61 **“SFM Agreement”** or **“Station Facility Management Agreement”** or **“SFMA”** shall collectively comprise the following:
 - (i) the Station Facility Management Agreement;
 - (ii) the correspondence between the Parties after the issuance of the LOA (as defined hereinafter), attached to the Station Facility Management Agreement;
 - (iii) the Special Conditions of Station Facility Management Agreement (the **“SCSFMA”**), including the Schedules and Appendices thereto;
 - (iv) the General Conditions of Station Facility Management Agreement (the **“GCSFMA”**), including the Schedules and Appendices thereto;

In each case, as amended, modified and/ or clarified by all amendments, clarifications and modifications thereto, as made in accordance with their respective terms;

- 1.1.62 “**SFM Project**” shall mean all works related to or incidental to or required to be undertaken upon, the Station Area, for the purposes of undertaking the Station Facility Management of the Station Assets and Station Project Utilities in accordance with the provisions of the SFM Agreement;
- 1.1.63 “**SFM Project Manager**” shall mean an experienced and competent engineer nominated by the Facility Manager as the SFM Project Manager for supervision of the SFM Project;
- 1.1.64 “**Shared Railway Revenue**” shall mean Three percent (3%) of the revenue share of Railway (excluding share of RDN operator) from the operation of the Railway Display Network Area (including from any advertisements thereon).
- 1.1.65 “**Specifications**” shall mean the specifications for the SFM Project, and the works and materials of the SFM Project, as set forth in the Schedules;
- 1.1.66 “**Special Conditions of Station Facility Management Agreement**” or “**SCSFMA**” shall mean the Special Conditions of the Station Facility Management Agreement forming part of the SFM Agreement;
- 1.1.67 “**Station Assets**” shall mean all fixed assets relating to the Station Area as handed over to the Facility Manager, for the purposes of the SFM Agreement, but shall not include the underlying Station Area (as identified in the Joint Inventory) or any Maintenance Assets. For the avoidance of doubt, the term “Assets” or “Station Assets” shall include (i) all existing fixed assets relating to the Station Area as handed over to the Facility Manager on the SFMA Appointed Date and (ii) all fixed assets relating to the Station Area as and when constructed/ completed/ renovated/ repaired as part of the Station Development Project and handed over to the Facility Manager;
- 1.1.68 “**Station Asset Register**” shall have the meaning ascribed to it in Article 7.8;
- 1.1.69 “**Station Area**” shall mean such area as set out in Schedule 1 hereto, in respect of which the Facility Manager shall undertake the Facility Management in terms of the SFM Agreement. For the avoidance of doubt, the term “Station Area” shall include (i) such portion of the Station Area right of way of which is handed over to the Facility Manager on the SFMA Appointed Date and (ii) such portion of the Station Area as

and when such Station Area (and Station Development Assets and Station Development Project Utilities thereon) are constructed/ completed/ renovated/ repaired as part of the Station Development Project and handed over to the Facility Manager;

1.1.70 “**Station Building**” shall mean the building of the railway station situated on the Station Area and the land appurtenant thereto, including the kerbside and approach roads, as described and demarcated in **Schedule 1** (*Station Area*);

1.1.71 “**Station Development Project**” shall have the same meaning as ascribed to it in the Development Agreement;

1.1.72 “**Station Facility Management**” or “**Facility Management**” shall mean the maintenance and management of the Station Assets and Station Project Utilities comprised in the Station Area, including right to collect and appropriate the Station Revenues, and performing all other obligations of the Facility Manager in accordance with the provisions of this Station Facility Management Agreement;

1.1.73 “**Station Project Utilities**” shall mean all services, amenities and utilities, such as water supply, sewerage, storm water drainage, generator, electricity supply, lighting, air conditioning, landscaping, fountains, open parking, exhibition ground etc. which the Facility Manager is required to maintain on the Station Area. For the avoidance of doubt, the term “Station Project Utilities” shall include (i) such portion of the Station Project Utilities as handed over to the Facility Manager on the SFMA Appointed Date and (ii) such portion of the Station Project Utilities as and when constructed/ completed/ renovated/ repaired as part of the Station Development Project and handed over to the Facility Manager;

1.1.74 “**Station Revenue**” shall refer to and mean all (A) the monies (gross) received by the Facility Manager, excluding service tax and sales tax, pursuant or incidental to – (i) any payments, deposits, advances, registration payments, instalments received from counterparties to the Existing Contracts (upon Novation of the same in favour of the Facility Manager), (ii) the Sub-License of the Licensable Station Area (iii) exploitation in any permitted manner of the Station Area by any person, whether at the instance of the Facility Manager or the Licensee, including but not limited to capital receipts, upfront Sub-License payments, deposits, advances, registration payments, instalments received from Licensee, Sub-License charges, and (iv) revenue

earned pursuant to the services provided or to be provided by the Facility Manager to the Licensee or any person exploiting in any manner whatsoever the Station Assets or the Station Project Utilities in the Station Area such as parking of vehicles, signage (excluding through Rail Display Network Area), play area, events, road shows, promotional activity, hoardings, kiosks, counters, advertisements outside the Station Building, and advertisements at platforms and inside Station Building (only for the signages on the facilities, shops, offices and services offered at the Station excluding on the Rail Display Network Area) and (B) the Shared Railway Revenue received by it; in terms of SFM Agreement. For avoidance of doubt, the Station Revenue exclude any revenues from railway train operations or from any other Excluded Activities;

- 1.1.75 “**Sub-Contractors**” shall mean the person or persons, as the case may be, with whom the Facility Manager has entered into any contract or agreement including but not limited to any designing, engineering, procurement, construction, operation, maintenance and/ or management of the SFM Project, Station Assets and Station Project Utilities or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance or any Licensee, and the term “Sub-Contract” shall be interpreted accordingly;
- 1.1.76 “**Sub-License**” shall mean the sub-licensing of any space in the Station Area by the Facility Manager to a Licensee, in accordance with the terms hereof, which shall include a license to use the Station Project Utilities;
- 1.1.77 “**Sub-License Deed**” shall mean the agreement executed by the Facility Manager with any Licensee for Sub-License of any space in the Station Area inter-alia for earning Station Revenues;
- 1.1.78 “**Taxes**” shall have the meaning as ascribed to it in the Development Agreement;
- 1.1.79 “**Term of SFMA**” shall mean the duration beginning from the Effective Date up to the date specified in the SCSFMA or termination of the SFM Agreement, whichever is earlier;
- 1.1.80 “**Termination**” means the expiry or termination of the SFM Agreement in accordance with the terms hereof;
- 1.1.81 “**Termination Notice**” shall mean the notice issued by either Party to the other Party in accordance with the provisions of the SFM Agreement terminating the SFM Agreement;

- 1.1.82 “**Termination Payments**” shall mean the amount that may be payable under and in accordance with the SFM Agreement in respect of the termination of the SFM Agreement, as further set forth in Article 21 of the SFM Agreement;
- 1.1.83 “**Transfer Date**” shall mean the date on which the Facility Manager surrenders the right of way of Station Area (to the extent not handed over prior thereto), to Authority or its nominee in terms of vesting provisions mentioned in the SFM Agreement, consequent to an expiry or termination of the SFM Agreement and which shall be the date of termination as per the relevant Termination Notice issued by Authority or the Facility Manager, as the case may be or the date of expiry of the SFM Agreement;
- 1.1.84 “**Vesting Certificate**” shall mean a certificate substantially in the form set forth in **Schedule 13** (*Vesting Certificate*); and
- 1.1.85 “**Year**” shall mean one year of the Gregorian calendar;

1.2 Interpretations

- 1.2.1 Unless the context otherwise requires, in the GCSFMA:
- 1.2.2 references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- 1.2.3 the table of contents, headings or sub-headings are for convenience of reference only and shall not be used in, and shall not affect, the interpretation or construction of the GCSFMA ;
- 1.2.4 the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 1.2.5 any approval, consent, permit, or NOC, required to be obtained under or pursuant to the SFM Agreement, shall, unless specifically agreed to by the Parties, be required to be obtained in writing;
- 1.2.6 references to “development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up gradation and other activities incidental thereto, and “develop” shall be construed accordingly;

- 1.2.7 any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 1.2.8 a reference to ‘person’ and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having a separate legal personality) of two or more of the above and shall include successors and assigns;
- 1.2.9 a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- 1.2.10 a reference to any document, agreement, deed or other instrument (including, without limitation, references to this GCSFMA) means a reference to such document, agreement, deed or other instrument and to all annexures and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 1.2.11 Any reference to articles, clauses or sections, shall unless repugnant to context, mean a reference to the relevant articles, clauses or sections of the GCSFMA.
- 1.2.12 any reference to day shall mean a reference to a calendar day;
- 1.2.13 references to a “business day” shall be construed as references to a day (other than a Sunday) on which banks are generally open for business in the State in which the Station is located.
- 1.2.14 any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.2.15 references to a “NOC” or “no-objection certificate” shall mean the grant of the relevant approval/ no-objection/ no-objection certificate.
- 1.2.16 references to any date, period, shall mean and include such date, period as may be extended pursuant to the SFM Agreement;
- 1.2.17 in the event any date falls on a Saturday, Sunday or day which is a holiday in the Authority, then the immediately succeeding working day in the Authority shall be treated as the relevant due date;

- 1.2.18 the SFM Agreement shall be signed in duplicate by Authority and the Facility Manager. These two copies shall be treated as complementary and what is called for by anyone shall be as binding as if called for by all.
- 1.2.19 materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards, unless repugnant to the context hereof.
- 1.2.20 words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.2.21 ‘Handing over’ of the Station Assets and/ or Station Area and/ or Station Project Utilities, in the context of their being constructed/ completed/ renovated/ repaired as part of the Station Development Project, shall be deemed to occur upon the Completion Clearance in respect of such construction/ completion/ renovation/ repair having been issued under the Development Agreement, and the expression ‘handed over’ in such context shall be interpreted accordingly;
- 1.2.22 unless the context otherwise require, any period of time referred to shall be deemed to expire on the last day of such period;
- 1.2.23 capitalized terms utilized herein, but not defined shall have the meaning set forth in the Development Agreement.
- 1.2.24 if any provisions in this Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the main body of the SFM Agreement;
- 1.2.25 the rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.

ARTICLE 2: SCOPE OF THE SFM PROJECT

2.1 Scope of the SFM Project

- 2.1.1 The scope of the SFM Project (the “**Scope of the SFM Project**”) shall mean and include, during the Term of SFMA hereof, the undertaking of the Station Facility Management, operation, maintenance and repair (including replacement) of the Station Assets and Station Project Utilities on the Station Area set forth in **Schedule 1** (*Station Area*) and as specified in **Schedule 2** (*Scope of SFM Project*), and in conformity with the specifications and standards set forth in **Schedule 3** (*Station Service Level Standards*) and **Schedule 11** (*User Charter*).
- 2.1.2 It is clarified that the scope of work shall include the procurement and supply of all necessary materials, supplies, equipment and personnel for the purposes of the aforesaid Scope of the SFM Project.

2.2 Exclusions from the Scope of the SFM Project

- 2.2.1 It is clarified that notwithstanding anything contained in the SFM Agreement, the Scope of the SFM Project, does not include any works or services towards the Excluded Activities (including any underlying obligations of the Facility Manager under the SFM Agreement, to the limited extent that the same form a part of the Excluded Activities).
- 2.2.2 The Excluded Activities shall be undertaken by the MOR and/ or Railway Administration either directly or through its nominated agencies including Authority. The SFM Project shall be undertaken in a manner so as to not interfere with the implementation of the Excluded Activities. Further, the MOR (including the Railway Administration), its nominated agencies, and their respective personnel, sub-contractors, agents and representatives shall be entitled to enter upon the Station Area at all times for the purposes of undertaking the Excluded Activities.

ARTICLE 3: GRANT OF RIGHTS

3.1 Grant of Facility Management Rights

- 3.1.1 Subject to and in accordance with the provisions of the SFM Agreement, the Applicable Laws and the Applicable Permits, Authority grants to the Facility Manager the right, license and authority to undertake the Facility Management and operate, maintain and repair the Station Assets and Station Project Utilities in the Station Area as set forth herein, and to grant Sub-Licenses in respect of the Licensable Station Area, and collect and appropriate the Station Revenues from start of SFMA Appointed Date till expiry of the Term of SFMA and the Facility Manager undertakes to implement the SFM 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 the SFM Agreement, the aforesaid rights hereby granted shall oblige or entitle (as the case may be) the Facility Manager to the following:
- (i) Right of way and/ or access (as the case may be) to the Station Area in the manner, for the purposes and to the extent conferred by the provisions of the SFM Agreement. Provided that it is clarified that the right of way and/ or access to the Station Area, shall be granted to the Facility Manager solely for the purposes of undertaking the SFM Project, and the Facility Manager shall have no ownership or leasehold rights in respect of the Station Area;
 - (ii) Right to enter into Sub-Contracts for the purposes of the SFM Project, subject to the terms of the SFM Agreement;
 - (iii) Obligation to apply for and obtain all Applicable Permits (in the name of the Facility Manager and/ or Authority, as applicable), as required for the SFM Project;
 - (iv) To operate, maintain, repair and renovate the Station Assets and Station Project Utilities, in accordance with the terms hereof, including without limitation, the Specifications;
 - (v) To facilitate the SFM Project, obtain in its own name loans or raise funds from

any banks/ financial institutions (subject to the provisions hereof and prior approval of Authority), and as security for the same to create Encumbrances on the Station Revenues (excluding the Replacement and Maintenance Reserve). Provided that (a) the Station Area, or the Station Assets, and Station Project Utilities in the Station Area are not to be encumbered in any manner whatsoever; (b) that any Encumbrance on the Maintenance Assets shall undertaken in such manner that the same (and any enforcement thereof), shall be without prejudice to the right of Authority to acquire such Maintenance Assets in terms of Article 21.2 hereof; and (c) that any Encumbrance / lien on Station Revenue shall be in such manner that after termination / expiry of the SFM Agreement, the Station Revenue should be free and clear of any and all Encumbrance and/or lien, and that no person / entity (whether banks, financial institutions, etc.,) shall have any lien, right, interest in respect of the Station Revenue thereafter.

- (vi) to market the Licensable Station Area for commercial purposes to proposed Licensees, and subject to the provisions of the SFM Agreement, the right to Sub-License such Licensable Station Area to Licensees upto maximum area stated in **Schedule 6** (*Designated Areas for Sub-Licence*), for a duration not extending beyond the Term of SFMA hereof, and in any event not exceeding three (3) years;
- (vii) to demand, collect and appropriate charges as Station Revenues in consideration of the grant of sub-license/ usage right in respect of the Station Area, as permitted in terms hereof, which shall, for the avoidance of doubt, exclude any revenues arising out of or in relation to the train operations or any other Excluded Activities.
- (viii) At all times to maintain and provide minimum facilities as specified in Schedules and revised/upgraded by MOR from time to time.

3.2 **Grant of Right of Way**

- 3.2.1 The right of way to the Station Area, shall be granted to the Facility Manager in accordance with the terms of the SFM Agreement, provided that the Railway Administration, Authority and Facility Manager shall on or prior to such date as set out in SCSFMA, undertake a joint inspection and prepare and execute a joint inventory (the “**Joint Inventory**”) of the existing structures, assets and utilities on the Station Area, as also the Existing Contracts, and shall further record their quality, condition, functionality (and in case of the Existing Contracts their term and key financial terms), as also which of these structures, assets and utilities relate to the Excluded Activities.
- 3.2.2 The Joint Inventory shall be updated by Authority and Facility Manager prior to 30 days from the SFMA Appointed Date (or such other date as may be mutually agreed) to reflect any changes that may have occurred with respect to the structures, assets and utilities on the Station Area, or with respect to the Existing Contracts, whereupon the references to Joint Inventory in the Station Facility Management Agreement, shall be deemed to be references to such updated Joint Inventory.
- 3.2.3 The handover of the right of way to the Station Area shall be deemed to have been undertaken on the basis of the site inventory as set forth under the Joint Inventory (as revised prior to the SFMA Appointed Date, if any). The Facility Manager agrees and acknowledges that the SFM Project shall be undertaken in respect of the entirety of the structures, assets and utilities as identified under the Joint Inventory.

3.3 **Limitations on the grant**

- 3.3.1 The Parties expressly agree that subject to the provisions of the SFM Agreement, any rights in relation to any Station Area shall be granted to the Facility Manager only and exclusively for the purposes of implementation of the SFM Project as set forth hereunder.
- 3.3.2 Without prejudice to the aforesaid, the Parties expressly agree that ownership of Station Assets and Station Project Utilities created from time to time on the Station Area and the Station Area itself, shall always vest with Authority.

3.3.3 The Parties expressly agrees that the right of way to the Station Area, as granted hereunder to the Facility Manager, shall be non-exclusive, and shall be utilized by the Facility Manager for the exclusive purposes of the SFM Project. Without prejudice to the generality of the foregoing, Authority and the MOR and/ or Railway Administration reserve for themselves the right to grant any easements over or rights of access or rights of way on, over, under, through or across the Station(s) for:

- (i) the purpose of supply of electricity, gas, telecommunication cables, water, sewerage, drainage or any other services and utilities;
- (ii) the purposes of undertaking the Excluded Activities;
- (iii) the purpose of transport or other service to the public; and / or
- (iv) users of any commercial/ real estate development abutting, or developed (in the air space) above the Station Area, or otherwise sharing common access with the Station Area (which for avoidance of doubt shall include any persons undertaking the construction, maintenance and/ or operation thereof).

3.4 **Grant subject to obligation**

3.4.1 It is clarified that the rights granted under this Article 3 to the Facility Manager are subject to the conditions attached to exercise of such rights and performance of its obligations as set out in the SFM Agreement and other documents executed pursuant to the SFM Agreement.

ARTICLE 4: CONDITIONS PRECEDENT

4.1 Effectiveness

- 4.1.1 Save and except Article 1, Article 2.2, Article 3.2, Article 3.3, Article 4, Article 6.1 (i) and (ii), Article 7.2.1, Article 7.3, Article 8, Article 9, Article 15, Article 17, Article 19, Article 21, Article 23, Article 24, Article 25, Article 26, Article 27, Article 28, Article 30, Article 31, which shall come into force and effect on the Effective Date, the respective rights and obligations of the Parties under the SFM Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.

4.2 Conditions Precedent of Authority

- 4.2.1 Conditions Precedent required to be satisfied by Authority prior to the SFMA Appointed Date shall be deemed to be fulfilled when:

- (i) Authority shall have handed over right of way to the Station Area to the Facility Manager.

Provided that Authority shall only be required to hand over the Station Area to the Facility Manager only when the Conditions Precedent required to be satisfied by the Facility Manager have been duly fulfilled.

- (ii) Subject to Article 13.4, Authority shall co-ordinate with the MOR and/ or Railway Administration to procure the Novation of the Existing Contracts (except for Legacy Matters to the extent crystalized prior to the SFMA Appointed Date) to the Facility Manager (as contemplated in Article 13.4); Provided that Authority shall not be deemed to have delayed or failed to procure the satisfaction of this Condition Precedent to the extent that the same is consequent to any delay or default on the part of the Facility Manager (including specifically, any failure to execute, or delay in the execution of, any documentation required to give effect to such Novation). Provided further that this Condition Precedent shall be deemed to have been satisfied by Authority upon the Novation of 70% of the Existing Contracts (by value, as of the date of Novation of the last such Existing Contract taken into account for such computation).

- (iii) Additional Conditions Precedent: The obligations of the Facility Manager in respect of the SFM Project shall be subject to the due satisfaction by Authority of each of the Conditions Precedent set forth in SCSFMA.

4.3 Conditions Precedent of the Facility Manager

4.3.1 The Conditions Precedent required to be satisfied by the Facility Manager prior to the SFMA Appointed Date shall be deemed to have been fulfilled when:

- (i) Execution of Escrow Agreement:

- (a) The Facility Manager shall have executed and delivered to Authority copy of the Escrow Agreement.

- (ii) Additional Conditions Precedent

- (a) The SFM Project shall be subject to the due satisfaction by Facility Manager of each of the Conditions Precedent set forth in SCSFMA.

4.4 Damages for delay by Authority in fulfilment of Conditions Precedent

4.4.1 In the event that Authority does not procure the fulfilment of any or all of the Conditions Precedent set forth in Article 4.2 above, on or prior to the SFMA Appointed Date, then applicable provisions of Article 4 (Conditions Precedent) of the Development Agreement shall apply.

4.5 Damages for delay by Facility Manager in fulfilment of Conditions Precedent

4.5.1 In the event that the Facility Manager does not procure the fulfilment of any or all of the Conditions Precedent in Article 4.3 above, prior the SFMA Appointed Date, then applicable provisions of Article 4 (Conditions Precedent) of the Development Agreement shall apply.

ARTICLE 5: OBLIGATIONS OF AUTHORITY

5.1 Entrustment of right for use of Station Area

- 5.1.1 Without prejudice to any other provision of the SFM Agreement, Authority, on the request of the Facility Manager, shall arrange for the Facility Manager, only the necessary statutory and regulatory permits, licenses or approvals from the MOR , as required under Applicable Laws for the handover of right of way to of the Station Area to the Facility Manager, for the purposes of the SFM Project.
- 5.1.2 Subject to Article 5.1.1 above and other than the approval for the works which require sanction from the Commissioner of Railway Safety as per the codal provisions and extant policy instructions of MOR, it is expressly agreed between the Parties that all necessary statutory and regulatory permits, licenses or approvals (and any other Applicable Permits) for the (i) use and operation of the Station Area by the Facility Manager in accordance with the terms of the SFM Agreement, (ii) for the purpose of undertaking the repair, renovation and/ or replacement of the Station Assets and Station Project Utilities, as identified in the Maintenance and Replacement Plan and the Maintenance Manual and (iii) for otherwise undertaking the SFM Project, shall be the sole responsibility of the Facility Manager.

5.2 Approval of designated commercial areas

- 5.2.1 Authority shall facilitate the approval of the MOR and/ or Railway Administration, wherever required, for any changes to the nature and extent of the Station Area available for Sub-License (including advertising spaces other than at Rail Display Network Area) as set out in **Schedule 6** (*Designated Areas for Sub-License*), and for changes to the mix of permissible activities in such designated areas of the Station Area as set out in **Schedule 7** (*Permissible Licenses in Station Area*), where so requested by the Facility Manager, subject to the Facility Manager procuring compliance with Applicable Laws with respect thereto and paying the License Fee as per terms of the SFM Agreement.

5.3 Policy Approvals from the MOR

- 5.3.1 Without prejudice to the foregoing provisions of this Article, Authority shall co-ordinate with the MOR and/ or Railway Administration for the issue of necessary policy directives and administrative orders in respect of legal, administrative and policy issues, and as may otherwise be required for the purposes of facilitation of the SFM Project.

5.4 Nodal Officer

- 5.4.1 Authority shall nominate a Nodal Officer, who shall co-ordinate with the Facility Manager, MOR and/ or Railway Administration and oversee the SFM Project. Any notice to, consent, concurrence and/ or approval of the Authority, required to be provided / obtained hereunder, may be given to and/ or granted by, such Nodal Officer.

**ARTICLE 6: GENERAL OBLIGATIONS OF THE FACILITY
MANAGER IN RELATION TO THE SFM PROJECT**

6.1 Authorised Representative, SFM Project Manager and Site Organisation

6.1.1 The Facility Manager shall, within 30 (thirty) days of the Effective Date, nominate its Authorised Representative and shall authorise him for all correspondence, communication, signing of documents, participation in meetings etc. with Authority in respect of the SFM Project and issues relating to or arising out of the SFM Agreement.

6.1.2 The Facility Manager shall, within 30 (thirty) days of the Effective Date, nominate a SFM Project Manager, who shall supervise and be overall in-charge of all facility management activities and other SFM Project related activities being undertaken by the Facility Manager at the Station Area.

The SFM Project Manager shall be the site representative of the Facility Manager for interaction with the authorised representatives of Authority and the MOR and/ or Railway Administration. In case the SFM Project Manager is not available at the Station Area, he shall ensure that their authorised agent is available for the SFM Project, who shall, present himself to the Nodal Officer, the MOR and/ or Railway Administration or their representatives and orders given by the Nodal Officer, the MOR and/ or Railway Administration or their representatives to the authorised agent shall be deemed to have the same force as if they had been given to the SFM Project Manager.

6.1.3 The Facility Manager shall have a competent team of supervisors, technical staff, managers, etc. so as to implement and execute the SFM Project satisfactorily as per the requirements of the SFM Agreement.

Senior team members and other key personnel of the Facility Manager's organisation shall be required to be approved by Authority, prior to their appointment for the purposes of the SFM Project.

6.1.4 The Facility Manager shall provide all necessary superintendence during the execution of the SFM Project for the proper fulfilment of the Facility Manager's obligation under the SFM Agreement. Such superintendence shall be provided by

sufficient persons having adequate knowledge of the operations to be carried out, for the satisfactory and safe execution of the SFM Project. Authority may require the Facility Manager to remove (or cause to be removed), any person employed on the Station Area (including the Authorised Representative or SFM Project Manager), who in the opinion of Authority:

- (i) Persists in any misconduct;
- (ii) Is incompetent or negligent in the performance of its duties;
- (iii) Repeatedly fails or wilfully defaults in conforming with any provisions of the SFM Agreement; or
- (iv) Persists in any conduct which is prejudicial to safety, health, or protection of the environment.

Facility Manager shall appoint (or cause to be appointed) a suitable replacement for such person, to be approved by Authority.

- 6.1.5 The Facility Manager shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Station Area, including the MOR and/ or Railway Administrations' assets and properties, against such conduct. The Facility Manager and its Sub-Contractors shall disclose a list of all their employees and workmen, who are involved in the SFM Project, to Authority. The Facility Manager shall ensure that under no circumstances, the employees and workmen of the Facility Manager or any Sub-Contractor, are otherwise deemed to be employees of Authority, and Authority shall have no obligation with respect to the payment of the salary and other dues (including any statutory dues) of any such employees and workmen.
- 6.1.6 The Facility Manager shall be responsible for providing necessary arrangements for lodging, boarding, conveyance and other facilities & amenities to its employees, contractors, workers, service providers and other personnel engaged by it in respect of the SFM Project.

6.2 Obligation with respect to taxes and duties

- 6.2.1 The Facility Manager shall, with effect from the SFMA Appointed Date, pay all Taxes, outgoings, cess, taxes (including municipal taxes), levies, import duties, fees (including any license fees) rates and other user charges (including those applicable for existing utility connections) and any other dues (on the Station Area), assessments or outgoings payable in respect of implementation and execution of the SFM Project (including new utility connections obtained by it, if any) or in respect of the materials stored therein, or the grant of any Sub-License or undertaking of any commercial activity pursuant to any Sub-License which may be levied by any Government Authority. Further, the Facility Manager shall, with effect from the SFMA Appointed Date, also pay all outgoings, cess, and other Taxes (including municipal Taxes), rates and other user charges whatsoever and all increases thereto, in respect of the Station Assets and Station Project Utilities.

6.3 Safety, Health & Environment Obligations

- 6.3.1 The Facility Manager shall undertake the SFM Project during the Term of SFMA with due regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, control of pollution, maintenance of competent personnel and labour and industrial relations (including all requirements of Applicable Laws and Applicable Permits with respect thereto).
- 6.3.2 The Facility Manager shall provide sufficient sanitary arrangements for the labour, workmen and other staff, employed for the SFM Project outside the platform area, in order to keep the Station Area and the surroundings clean and in good condition to the satisfaction of the Authority and shall not, without the previous consent in writing of the Authority, permit any employees, labour or workmen to reside upon the Station Area, and in the event of such consent being given, shall comply strictly with the terms thereof.
- 6.3.3 The Facility Manager shall undertake the SFM Project in accordance with the pollution control criteria set forth in the Applicable Laws and in accordance with terms and conditions contained in various Applicable Permits. The Facility Manager shall take all precautions to avoid pollution or contamination of the air, land or water

arising out of the implementation of the SFM Project (whether at the Station Area or elsewhere).

- 6.3.4 The Facility Manager agrees that works in relation to the SFM Project may require to be carried out close to the running tracks and public utilities. Therefore, safety of running trains and the public is paramount. The Facility Manager accordingly agrees that all activities undertaken by the Facility Manager or any of its Sub-Contractors and/ or Licensee(s) shall ensure safety at all times. The Facility Manager shall comply with the instructions issued by the Authority from time to time to ensure safe running of trains and passengers while carrying out works. The Facility Manager shall not be entitled to any additional consideration in connection with compliance with the same.
- 6.3.5 The Facility Manager shall, at its own cost and expense, hire competent personnel (as approved by the Authority) for providing adequate training to the Sub-Contractors, Licensees, labour, workmen and other staff employed by the Facility Manager for the SFM Project and also provide them the necessary uniforms, protection gears, equipment and other safety appliances etc., as may be required for ensuring safety of personnel and at Station Area under this SFM Agreement.
- The Facility Manager shall ensure that such training is as per and subject to the staff regulation manual and other guidelines prescribed by the Authority from time to time.

6.4 Connections & Utilities for the SFM Project

- 6.4.1 The Facility Manager shall, from time to time, pay all the charges/ bills for the usage of all utilities and infrastructure facilities provided to them by the relevant Government Authority / third party provider (which shall, for avoidance of doubt include any connections, or utilities or infrastructure facilities in respect of the Station Area).
- 6.4.2 The Facility Manager shall take all measures, including applying for any and all connections from suitable Government Authorities to provide all the utilities and infrastructure facilities (including through the Station Project Utilities) required for the SFM Project. Further, the Facility Manager shall undertake all measures required to be undertaken for separate metering of all such utilities and Station Project Utilities utilized by the Licensees.

6.5 Approvals & Licences for the SFM Project

- 6.5.1 The Facility Manager shall observe and conform to all Applicable Laws (including as relating to the SFM Project and the Station Area), and in particular but not limited to all public and labour related laws, and laws relating to public health and sanitation. The Facility Manager shall ensure and shall remain responsible that its Sub-Contractors and Licensees shall also adhere with Applicable Laws as required in the SFM Agreement.
- 6.5.2 The Facility Manager shall at all times obtain, maintain and keep valid all Applicable Permits as required to undertake the SFM Project.
- 6.5.3 Without prejudice to the foregoing:
- (i) The Facility Manager and its Sub-Contractors and Licensees shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 and the Rules made thereunder.
 - (ii) The Facility Manager and its Sub-Contractors and Licensees shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 and the Rules and orders issued thereunder from time to time in respect of apprentices.
 - (iii) The Facility Manager and its Sub-Contractors and Licensees shall comply with the provisions of the Payment of Wages Act, 1936 and the rules thereunder.
 - (iv) The Facility Manager and its Sub-Contractors and Licensees shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, where ever applicable.
 - (v) The Facility Manager shall be responsible for the safety of all employees employed by it (either directly or indirectly) on the SFM Project and shall report serious accidents to any of them however and wherever occurring on the SFM Project to the Nodal Officer or the Nodal Officer's representative and shall make every arrangements to render all possible assistance.

- (vi) For the purposes of all Applicable Laws, the Facility Manager shall be the principal employer of all workers engaged (either directly or indirectly) by the Facility Manager and Sub- Contractors working at the SFM Project. The Facility Manager hereby agrees to indemnify Indemnified Parties from and against any claim under any of the Acts or Rules thereunder mentioned in this Article or any other Applicable Laws, and in case through order of any Government Authority, Authority or the MOR and/ or Railway Administration has to pay any compensation in respect of the SFM Project, Authority shall recover such amount of compensation so paid from the Escrow Account or otherwise from the Facility Manager under the SFM Agreement.

6.6 Maintenance of Insurances

- 6.6.1 The Facility Manager shall obtain and maintain in force, on and from the SFMA Appointed Date and during the Term of SFMA, all insurance in accordance with the provisions of the SFM Agreement and Good Industry Practice, as required or necessary in respect of the SFM Project and the implementation thereof.

6.7 General Obligation in relation to the SFM Project

- 6.7.1 The Facility Manager shall not permit anything to be done on the Station Area which may be unlawful, a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- 6.7.2 The Facility Manager shall be responsible for all risk to the Station Area and for trespass and shall make good at his own expense all loss or damage whether to the Station Assets and Station Project Utilities themselves or to any other property of Authority, the MOR and/ or Railway Administration or any other third party or the lives, persons or property of others from whatsoever cause in connection with the SFM Project irrespective of whether or not reasonable and proper precautions that may have been taken by the Facility Manager. Provided that the foregoing shall be without prejudice to the rights of the Facility Manager to claim, if any, against the person causing or contributing to loss or damage.
- 6.7.3 Further, the Parties agree that in the event Authority is called upon to make good any costs, loss or damages, or to pay any compensation (including that payable under the

provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Facility Manager the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Authority may incur in reference thereto, shall be charged to the Facility Manager. Authority shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Facility Manager, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Facility Manager, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise and the incurring of any such expenses shall not be called in question by the Facility Manager.

- 6.7.4 All works and services performed or required to be performed by the Facility Manager under the SFM Agreement shall be undertaken in compliance with Applicable Laws and Applicable Permits, and in compliance with the requirements of the SFM Agreement.
- 6.7.5 The Facility Manager shall undertake the SFM Project using due care and diligence in a professional manner, using sound engineering, design and project management principles and supervisory procedures in accordance with Good Industry Practice and for that it shall retain, engage and consult, qualified and experienced professionals and consultants with good credentials and experience in relation to projects/ undertakings similar to the SFM Project, which is the subject matter of the SFM Agreement.
- 6.7.6 The Facility Manager will ensure that all materials, equipment, machinery etc. (including all Maintenance Assets) installed by it (and/ or by its Sub-Contractors) on the Station Area and/ or used for the purposes of the SFM Project will be of sound and merchantable quality, that all workmanship and services shall be in accordance with Good Industry Practices (including as may be applicable at the time of installation, maintenance and or repair) and that all such materials, equipment, machinery (including all Maintenance Assets) shall be fit for the purpose for which it is required.

- 6.7.7 The Facility Manager shall at its own expense provide and maintain sheds, store-houses, storage areas and yards at such locations and in such numbers as in the opinion of Authority are necessary for carrying out the SFM Project excluding commercial activities. Such area shall not be counted towards designated commercial area.
- 6.7.8 Except for any specific item mentioned in the Schedules, the Facility Manager shall have to make its own arrangements, at its own cost, plant, machinery and equipment required for execution and completion of the SFM Project and all associated works to the satisfaction of Authority. This shall also include all other associated equipment, tools/ tackles, spare parts, POL, consumables, stores, manpower as required for the execution of the works. The Facility Manager shall set up a appropriate control room at such location at the Station Area, as approved by the Authority, for monitoring the SFM Project to be undertaken under the SFM Agreement including execution of works and maintenance in terms of this SFM Agreement.
- 6.7.9 The Facility Manager shall employ adequate suitably trained and qualified labour and manpower 24 X 7 at the Station Area and otherwise, as required to ensure that the SFM Project and all associated works are undertaken consistent with the terms of the Specifications, the other terms of the SFM Agreement, Applicable Law and Good Industry Practice.
- 6.7.10 The Facility Manager shall provide the Passenger amenities as per Indian Railway Works Manual issued vide circular dated 11.09.2012, which is available on website as specified in the SCSFMA. In addition to the Passenger amenities and facilities required to be provided by Station Facility Manager under the Station Facility Management Agreement, Station Facility Manager shall also be required to allocate sufficient kiosks/stall/moving carts/spaces at places on platforms and/or Station Area where passenger amenities such as packaged water, non-alcoholic hot and cold drinks like tea, coffee, soft drinks etc, wifi, medicines, newspapers, janta-aahar, food (cooked & readymade), etc. at locations and reasonable rates as approved by Authority is provided for the benefit of the passengers as specified in **Schedule 6** (*Designated Areas for Sub-License*). Potable water and public conveniences are required to be provided free of cost at sufficient places within the platforms and Station Area for the benefits of the passengers designed so as to be easily accessible and visible to

passengers. The percentage of the toilets/washrooms in the Station Area which shall be free for use by visitors/passengers without any charge, shall be as specified in SCSFMA.

6.7.11 Station Facility Manager shall ensure sufficient time for display/announcement of passenger information system related to train/railway operations as required under the SFM Agreement.

6.7.12 Notwithstanding anything to the contrary contained in the SFM Agreement, in the event General Manager of Zonal Railway personally notifies in writing to the Facility Manager that any event or circumstances has occurred requiring immediate remedial measures to be taken, in such case the Facility Manager hereby irrevocably and unconditionally agrees to extend or provide such assistance/support as required by Railway Administration. Such events or circumstances being declared only for major civil disturbances/major disruptions of train operations.

6.7.13 In this regard it is further recorded and understood between the above parties that during the period Facility Manager renders such assistance the obligation to comply with performance standards shall cease to apply and any direct cost/expense incurred by Facility Manager in rendering such assistance shall be settled on mutually acceptable terms and conditions between Railway Administration, Authority and Facility Manager.

6.8 Intellectual Property

6.8.1 The Facility Manager shall procure at its cost and expenses, as required, the appropriate Intellectual Property rights for materials, methods, processes and systems used or incorporated into the SFM Project.

6.8.2 The title to any Intellectual Property in respect of the SFM Project to the extent made, conceived, prepared or reduced to practice as part of the SFM Project works incorporated into the SFM Project, including any improvements, modifications, enhancements or derivative works shall vest in the Authority at the earliest of its creation, conception or reduction to practice.

6.9 Cost and expenses

- 6.9.1 The cost and expenses for successful and timely implementation and execution of the entire SFM Project and undertake the works related to Scope of the SFM Project as per terms and conditions of the SFM Agreement shall be borne by and be the liability of the Facility Manager.
- 6.9.2 If the Facility Manager fails to pay any Taxes, charges, outgoings payments etc., and the same are instead borne by Authority, then Authority shall be entitled, but not be obliged to pay the same and will be entitled to receive such amounts paid by Authority from the Facility Manager along with interest at a rate of 15% (fifteen percent) per annum. In addition the Facility Manager shall be liable to pay as damages to the Authority 25% (Twenty Five Percent) of the sum total of amount paid by Authority and interest payable to Authority.

ARTICLE 7: MAINTENANCE OBLIGATION

7.1 Scope of Maintenance

- 7.1.1 The Facility Manager agrees and undertakes to perform all due maintenance and repair of the Station Assets and Station Project Utilities in the Station Area, in accordance with the provisions of the SFM Agreement, including specifically the Scope of the SFM Project.

7.2 Service Level Agreements

- 7.2.1 The Facility Manager agrees and acknowledges that the works and services in relation to the SFM Project are to be performed in strict compliance with the requirements of the SFM Agreement, including specifically the requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*). In the event of the failure of the Facility Manager to duly perform the said works and services in accordance with the aforesaid requirements, the Facility Manager agrees and acknowledges that it shall be required to pay the corresponding extent of liquidated damages as specified in respect thereto in terms of the Schedules, which amounts, shall be deemed to not be by way of penalty, and shall represent a genuine pre-estimate of the loss and damage occurring to Authority, on account of the relevant non-compliance and/ or failure of the Facility Manager.

Provided however that, on or prior to the SFMA Appointed Date, the Facility Manager shall provide a report to Authority setting out the specific provisions of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*) that it would not be able to comply with, and request for a waiver or relaxation thereto. Authority may, but shall not be obliged to, grant such a waiver or relaxation to the Facility Manager. It is clarified that:

- (i) Such waiver or relaxation granted by Authority shall only apply for such time period as may be prescribed by Authority, and upon the expiry of such time period, the obligation of the Facility Manager to comply with the requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*) shall stand reinstated in its entirety;

- (ii) Any such waiver or relaxation shall not extend to any period beyond the Completion Date; and
- (iii) Any such waiver or relaxation, may not be permissible where the same results in the overall service level standards and performance levels at the Station Area, falling below standards and performance levels ordinarily available at similarly sized stations of the Indian Railways/ any railway administration thereof.

7.2.2 The Facility Manager shall, provide to Authority, a monthly report, within 5 days of the expiry of each month, or at such intervals as specified in the SCSFMA, setting out the extent of its compliance with the aforesaid service level standards, and the rectificatory action undertaken by the Facility Manager in this regard.

Such monthly report shall be generated through the means of the SFMIS as set forth in Article 7.6.1.

7.3 **Maintenance Manual**

7.3.1 Without prejudice to the other obligations of the Facility Manager, the Facility Manager agrees and acknowledges that it shall be required to undertake the SFM Project, in accordance with certain pre-identified work schedules.

7.3.2 Towards the aforesaid, the Facility Manager shall within 30 days from the Effective Date (and thereafter, on or prior to the 30 days before the commencement of each succeeding Financial Year therefrom), prepare, and submit for the approval of Authority, a repair, operation and maintenance manual (the “**Maintenance Manual**”), for all aspects of the SFM Project (including the operation, maintenance and repair of the Station Assets and Station Project Utilities). The Maintenance Manual shall be consistent with the requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*), unless a waiver or relaxation is sought and granted by Authority in accordance with Article 7.2.1 above (whereupon such requirements shall be appropriately deemed to be modified for the relevant approved period). Such Maintenance Manual shall *inter alia*, provide for the following:

- (i) The mode and manner of carrying out of the SFM Project, including specifically the proposed measures of the Facility Manager for ensuring compliance requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*);
- (ii) The manner of scheduling and deployment of manpower and resources;
- (iii) Arrangements and procedures for carrying out urgent repairs;
- (iv) Criteria and process to be adopted for deciding maintenance needs;
- (v) A cleaning schedule, for cleaning of :
 - (a) toilets, platform area, washable apron, other track within the platform area (as shown on attached plan), sewer lines, circulating areas, water fountains and booths, water storage tanks, concourse, foot over-bridges and other passenger areas;
 - (b) operational areas in the Station Area;
 - (c) parking and other public areas;
 - (d) walls (interior and facade) and signages;
 - (e) Station Project Utilities and equipment (in public and operational areas) at the Station;
 - (f) Other areas in the Station Area;
- (vi) Painting schedule for painting, colour washing, distemper, polishing, and other allied activities for the Station Area;
- (vii) Schedule for undertaking Pest and rodent control for the Maintenance Area;
- (viii) Maintenance schedule for maintenance of Station Project Utilities and Station Assets, in accordance with Good Industry Practices and in compliance with the relevant manufacturer's specifications;
- (ix) An inspection schedule for inspection and examination of the condition, state of repair and operational efficiency of various components of the Station Area and the Station Assets and Station Project Utilities thereat;

Further the Maintenance Manual shall also be consistent with the requirements of maintenance manuals supplied by Authority for the Station Assets and Station Project Utilities in the Station Area/, as also the approved Maintenance and Replacement Plan.

7.3.3 The aforesaid Maintenance Manual shall, upon being approved by Authority (and subject to the comments of Authority thereon), be binding on the Facility Manager, and the SFM Project shall be undertaken in accordance with the said approved Maintenance Manual. Provided that approved Maintenance Manual (and the approval thereof by Authority), shall not relieve the Facility Manager of its obligation to duly undertake the SFM Project as per Applicable Laws and Good Industry Practices, and the other provisions of the SFM Agreement.

7.3.4 **Maintenance Budget:** The Parties agree and acknowledge that Facility Manager shall together with the Maintenance Manual also provide to Authority, for its approval, a ‘**Maintenance Budget**’ setting forth the proposed budget for undertaking the SFM Project for the relevant Financial Year, which shall be consistent with the minimum annual allocation in terms of the Detailed Project Report and the requirements of the Maintenance Manual for such Financial Year as well as the SFM Agreement.

Provided that the Maintenance Budget for the first Financial Year of the Term of SFMA may be provided on or prior to the SFMA Appointed Date.

Where Authority requires any alteration or modification to the Maintenance Manual, the Facility Manager shall, together with the altered/ modified Maintenance Manual, also provide an updated Maintenance Budget.

7.4 **Maintenance and Replacement Plan**

7.4.1 The Facility Manager shall within a period of 30 days from the Effective Date, prepare and submit to Authority a preliminary Maintenance and Replacement Plan for the purposes of undertaking major maintenance and replacement of the Station Assets and Station Project Utilities in the Station Area minimum provisioning of which shall be in conformity with Detailed Project Report. The preliminary Maintenance and Replacement Plan shall be prepared by the Facility Manager in consultation with Authority, Good Industry Practices and in compliance with the relevant

manufacturer's specifications. Further the Maintenance and Replacement Plan shall also be consistent with the requirements of as built drawings and maintenance manuals, if any, supplied by Authority (for the Station Assets and Station Project Utilities in the Station Area. The preliminary Maintenance and Replacement Plan, upon being so prepared by the Facility Manager shall be submitted to Authority for its approval. Subject to the approval of the MOR and/ or Railway Administration (and any conditions specified by the MOR and/ or Railway Administration in its approval), the major maintenance and replacement of the Station Assets and Station Project Utilities in the Station Area shall be undertaken in accordance with the approved Maintenance and Replacement Plan.

Provided that approved Maintenance and Replacement Plan (and the approval thereof by Authority), shall not relieve the Facility Manager of its obligation to duly undertake the Station Project as per Applicable Laws and Good Industry Practices, and the other provisions of the SFM Agreement.

7.5 Authority's right to take remedial measures

- 7.5.1 In the event the Facility Manager does not perform its obligations in respect of the Station Project in accordance with the requirements set forth in the SFM Agreement (including, *inter alia*, **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*)), then Authority shall, without prejudice to any other right that Authority may have under the SFM Agreement, (including any rights towards termination of the SFM Agreement), be entitled to perform or cause to be performed (all or any part of) such obligations at the sole risk and cost of the Facility Manager, and Authority shall be entitled to recover its cost & expense in undertaking the same, together with a payment of 25% (Twenty Five percent) of such amounts (by way of supervision and oversight charges), from the Facility Manager.

7.6 Station Facility Management Information System

- 7.6.1 The Facility Manager shall develop and implement, within a period of 30 days from the SFMA Appointed Date, an electronic Station Facility Management Information System ("SFMIS") on a suitable IT infrastructure platform, for the maintenance of logs and records towards maintenance works, inspections, complaints and

rectificatory action. The SFMIS will capture and maintain all data towards maintenance, inspection, and complaints (including their frequency, nature and extent), together with all rectification action undertaken and all user feedback received pursuant to the rectification action (undertaken and /or not duly undertaken and/ or not undertaken).

7.6.2 The SFMIS should be capable of generating reports towards:

- (i) Details and status of scheduled maintenance and inspection, including as per the Maintenance Manual;
- (ii) Details of all complaints (including their frequency, nature and extent) received within each month (and/ or other reference period), together with all rectification action undertaken and all user feedback received thereto;
- (iii) The applicable monthly Payment Abatement Schedule (based on the requirements of the SFM Agreement), towards delay and/ or default in compliance with the service level standards as identified under the SFM Agreement.

7.6.3 The SFMIS shall be obtained from a IT service provider approved by Authority, and the Facility Manager shall be required to procure from such service provider all necessary operational and maintenance staff, and necessary hardware/ software for the purposes of the SFMIS.

7.7 Complaint Management & User Charter

7.7.1 The Facility Manager shall, as a part of the SFMIS, be required to implement a complaint management system for receipt, lodging and logging of complaints from users of the Station Area, in respect of the SFM Project (and the Station Asset and Station Project Utilities). The complaint management system shall be implemented *inter alia* by means of helpdesk services at the Station, which shall give effect to the complaint procedure as set forth in **Schedule 12** (*Complaint Procedure*), and the Facility Manager shall develop necessary infrastructure and deploy requisite personnel to enable the same. The complaint management system shall further be supplemented with requisite complaint boxes and registers within the Station Area

alongwith necessary e-complaint platform such email, SMS, web based, mobile aps etc.

- 7.7.2 The complaint management system implemented by the Facility Manager shall (a) be fully interfaced and integrated with the prevailing complaint and monitoring mechanism of the MOR and/ or Railway Administration , and shall inter alia allow for seamless complaint reporting, registering and monitoring by way of the existing complaint and monitoring mechanism of the MOR and/ or Railway Administration; and (b) allow for the full range of the complaint reporting, registering and monitoring as contemplated under the said mechanism of the MOR and/ or Railway Administration.
- 7.7.3 Further, the Facility Manager shall publish and implement a charter articulating the rights and expectations of users of the Station Area (the “**User Charter**”) substantially in the form specified in **Schedule 11** (*User Charter*). The Facility Manager shall at all times be accountable and liable to such users in accordance with the provisions of the User Charter and Applicable Laws.

7.8 **Station Asset Register**

- 7.8.1 The Facility Manager shall prepare and maintain a register in the prescribed format of Railways (the (“**Station Asset Register**”) of:
- (i) all the Station Assets and Station Project Utilities, and
 - (ii) all other assets, equipment, plant and machinery brought on to the Station Area for undertaking the obligations set out in the SFM Agreement (including all Maintenance Assets).
- 7.8.2 The Facility Manager shall update the Station Asset Register as and when any Station Asset or Station Project Utility is replaced in accordance with the Maintenance and Replacement Plan, or any additional Maintenance Asset is brought to the Station Area or is replaced by the Facility Manager. The Station Asset Register shall be maintained at the Station Area, and shall be available for audit and inspection by Authority.

ARTICLE 8: REPRESENTATION & WARRANTIES

8.1 Representations & Warranties of the Facility Manager

8.1.1 The Facility Manager hereby represents and warrants to Authority that as on the Effective Date (which representations and warranties shall be continuing representations and warranties and deemed to have been repeated on each day of the Term of SFMA):

- (i) It is duly organized and validly existing under the laws of India and that it has been in continuous existence since incorporation;
- (ii) It has full power and authority to execute, deliver and perform its obligations under the SFM Agreement and to carry out the SFM Project;
- (iii) It has taken all necessary corporate and other actions under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of its obligations under the SFM Agreement;
- (iv) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, or any order, writ, injunction or decree of any court or any legally binding order of any governmental authority, which in the aggregate have or may have Material Adverse Effect on its ability to perform its obligations and duties under the SFM Agreement and undertake the SFM Project in terms of the SFM Agreement;
- (v) It has the technical and financial standing and capacity to undertake and complete the SFM Project;
- (vi) All the employees, officials, personnel, agents, contractors and/ or Sub-Contractors utilized/ proposed to be by the Facility Manager for the purposes of the SFM Project, possess/ shall possess the relevant technical and financial standing and capacity to undertake and complete the SFM Project;
- (vii) The obligations under the SFM Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (viii) The information furnished in the Bid by the Selected Bidder (and as updated on before the date of the SFM Agreement) is true and accurate in all respects;
- (ix) The execution, delivery and performance of the SFM Agreement, does not and

will not conflict with, or result in the breach of, or constitute a default under, or affect performance required by any of the provisions of its Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

- (x) There are no actions, suits, proceedings or investigations pending, or, to the best of the Facility Manager's knowledge, threatened against it before any court or before any judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Facility Manager under the SFM Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties, assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under the SFM Agreement;
- (xi) The Facility Manager hereby expressly covenants and agrees that, throughout the Term of SFMA hereof, it shall:
 - (a) only use the Station Area to implement the SFM Project, strictly in accordance with the terms and conditions of the SFM Agreement.
 - (b) It shall not do or permit to be done on the Station Area or the structures thereon, any activities, which may be contrary to any Applicable Laws and Applicable Permits and;
 - (c) in enjoyment of its rights and fulfilment of its obligations under the SFM Agreement, always comply with the Applicable Laws and Applicable Permits.
- (xii) The Facility Manager shall not provide for or amend its Memorandum of Association and Articles of Association in such a way that it:
 - (a) conflicts with the terms and conditions of the SFM Agreement, during the currency of the SFM Agreement.
 - (b) allows issuance of shares having differential voting rights or dilution of Equity/control in any other manner whatsoever, in contravention of provisions of hereof & the Development Agreement.
- (xiii) It is understood and agreed that the Facility Manager has, by careful examination, satisfied itself as to the nature and location of the SFM Project and the Station Area, the conformation of the ground, the character, quality

and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the SFM Project, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the SFM Project (and its implementation) in accordance with the SFM Agreement.

- (xiv) It has familiarised itself with the requirements of all Applicable Laws and conditions of any Applicable Permits;
- (xv) [The Selected Bidder/ consortium members and/ or their Associates/ Affiliates]⁵ have the financial standing and resources to fund the required Equity and raise the debt necessary for undertaking and implementing the SFM Project in accordance with the SFM Agreement.
- (xvi) The Selected Bidder/ each consortium member is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has unconditionally accepted the terms and conditions set forth in the SFM Agreement;
- (xvii) All the rights and interests in the SFM Project shall pass to and vest in the Authority (and/ or its nominee, including the Railway Administration), on the relevant Transfer Date (upon any expiry/ termination of the SFM Agreement) free and clear of all Encumbrances and encroachments, without any further deed on its part or that of Authority (or MOR and/ or Railway Administrations), and that none of the Station Assets or Station Project Utilities shall be made subject to any Encumbrance or encroachment in favour of any person. Further, in the event that Authority acquires any of the Maintenance Assets pursuant to Article 21.2, the same shall be transferred to Authority free and clear of any encroachment or other Encumbrance in favour of any person;
- (xviii) 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 rights and entitlements of the Facility Manager under the SFM Agreement or for influencing or attempting to influence any officer or employee of Authority/ MOR and/ or Railway Administration in connection herewith; and
- (xix) No representation or warranty by the Facility Manager contained herein or in

⁵ Note: Retain as applicable

any other document furnished by it to Authority, or to any Governmental Authority in relation to Applicable Permits contains or will contain any untrue, inaccurate or incorrect statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

8.2 Representations & Warranties of Authority

8.2.1 Authority hereby represents and warrants to the Facility Manager that as on the Effective Date:

- (i) It is duly organized and validly existing under the laws of India and has been in continuous existence since its constitution;
- (ii) It has full power and authority to execute, deliver and perform its obligations under the SFM Agreement;
- (iii) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of the SFM Agreement; and
- (iv) The obligations of Authority under the SFM Agreement will be legally valid, binding and enforceable against Authority in accordance with the terms of the SFM Agreement.

8.3 Disclosure

8.3.1 In the event at any time after the date hereof, any event or circumstance comes to the attention of Facility Manager that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then Facility Manager shall immediately notify the Authority of the same. Provided that such notification shall not have the effect of (i) remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or (ii) adversely affecting the rights of Authority or releasing any obligation of Facility Manager under the SFM Agreement.

ARTICLE 9: SFMA PERFORMANCE GUARANTEE

9.1 SFMA Performance Guarantee

9.1.1 The Facility Manager hereby confirms that it has duly provided SFMA Performance Guarantee, being a bank guarantee in form set out in **Schedule 10** (*SFMA Performance Guarantee*). This SFMA Performance Guarantee shall be kept valid and effective (including through necessary extensions and/ or renewals and/ or reinstatements thereof) until six months from the Termination of the SFM Agreement.

9.1.2 The SFMA Performance Guarantee shall be for such amount as set out under the Bid Documents, and as set out under Recitals above, and shall be as security / guarantee against any default in provision of Facility Management services, payment of License Fee, other amounts payable to Authority and fulfilment of other obligations as per the SFM Agreement.

9.1.3 Without prejudice to the generality of the foregoing, it is clarified that Authority shall be entitled to draw and forfeit upon the SFMA Performance Guarantee, in respect of any breach or default of the Facility Manager under the SFM Agreement.

Provided that where the delay and/ or default entitling Authority to encash such SFMA Performance Guarantee relates to any subject and the extent of the entitlement of Authority to encash the SFMA Performance Guarantee, is less than the extent of such SFMA Performance Guarantee (or where the said SFMA Performance Guarantee has been provided through more than instrument, then the amount guaranteed through each such instrument), then Authority shall, prior to encashing the SFMA Performance Guarantee, provide to the Facility Manager, at least fifteen (15) days notice thereof, requiring the Facility Manager to make the requisite payment. Provided that the foregoing shall not be applicable to any event under the SFM Agreement where Authority is entitled to forfeit the entire SFMA Performance Guarantee.]

9.1.4 In the event Authority encashes/ invokes/ draws on the SFMA Performance Guarantee, in part or in full (where such SFMA Performance Guarantee is provided through more than one instruments), in accordance with the terms of the SFM Agreement, the Facility Manager shall forthwith, and no later than fifteen (15) days therefrom, restore the value of the SFMA Performance Guarantee, and/ or provide a

new SFMA Performance Guarantee in replacement thereof, so as to ensure that the SFMA Performance Guarantee is maintained to the entire extent required under the SFM Agreement.

- 9.1.5 In the event that Authority approves extension of the SFM Agreement, the Facility Manager shall arrange for an extension of the SFMA Performance Guarantee so as to comply with the requirements of this Article at all times. In the event the Facility Manager fails to extend the SFMA Performance Guarantee, Authority shall be entitled to receive the amount thereunder and the Facility Manager shall, within the time so granted at the sole discretion of Authority, replenish the SFMA Performance Guarantee.
- 9.1.6 In the event that the SFM Agreement is terminated due to Facility Manager's Event of Default, Authority shall, without prejudice to its other rights, have the right to invoke the SFMA Performance Guarantee.

ARTICLE 10: INTERFERENCE WITH TRAIN OPERATIONS

10.1 No interference with Railway Operations and Excluded Activities

10.1.1 The Facility Manager shall ensure that the SFM Project is undertaken in a manner that does not interfere with or hinder or otherwise obstruct railway operations and Excluded Activities(including without limitation, passenger and goods movements) at the relevant station (or otherwise).

10.1.2 In particular, the Facility Manager shall ensure that no vehicle or other equipment required for the SFM Project shall ply or be maintained on any portion of the Station Area immediately adjacent to any running railway line. Where any such vehicle is required to ply or equipment required to be maintained adjacent to a running railway line, prior permission for the same shall be obtained from Authority.

Provided that, where the SFM Project (or its implementation) causes such an interference or hindrance or obstruction to railway operations or Excluded Activities, then save and except to the extent that the same has previously been approved by Authority, it shall be open to Authority to direct the Facility Manager to cease and remove such part of the SFM Project, and in the event of the failure of the Facility Manager to undertake the same, undertake the same at the risk and cost of the Facility Manager.

Provided further that the foregoing provisions of this Article 10.1.2 shall not be applicable in the context of minor equipment utilised for cleaning or waste collection in the platform area of the Station, subject to any utilisation thereof does not materially interfere with or hinder or otherwise obstruct railway operations or Excluded Activities (including without limitation, passenger and goods movements).

ARTICLE 11: EFFECT OF CHANGE IN LAW

11.1 Changes in Law

- 11.1.1 The Facility Manager shall provide such facilities, utilities and services that are required pursuant to any Change in Law, including but not limited to any alteration, modification of existing SFM Project facilities, utilities and services at its own cost and expense. Notwithstanding anything to the contrary contained in the SFM Agreement, the Facility Manager agrees and acknowledges that the Facility Manager shall not be entitled to any relief, including any alternation or adjustment to the SFM Project facilities, utilities and services in respect of any such Change in Law.

ARTICLE 12: SAFETY & QUALITY ASSURANCE

12.1 Safety & Quality Requirements

12.1.1 The Facility Manager shall comply with the provisions of the SFM Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the SFM Project, all invitees on Station Area, and all operations personnel, maintenance personnel, users and third parties.

12.1.2 Without prejudice to the generality of the foregoing and other terms of SFM Agreement:

- (i) The Facility Manager shall, within 6 (six) months from the SFMA Appointed Date, achieve and thereafter maintain throughout the Term of SFMA, an ISO 9001:2008 certification or a substitute thereof for all the facilities at the Station Area, and shall provide a certified copy thereof to Authority forthwith (save and except where the maintenance of such assets is not Excluded Activity).
- (ii) The Facility Manager shall implement the SFM Project in accordance with the requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*).
- (iii) The Facility Manager shall execute the work as per the safety, health and environment requirements prescribed under Applicable Laws and Applicable Permits, and shall be fully responsible for ensuring safe working conditions and for the safety of all Persons or invitees entitled to enter or be on the Station Area, and all users. In particular, the Facility Manager shall:
 - (a) Ensure that tools, construction equipment, temporary facilities, plant, machinery and equipment, and other items used in performance of the works for the SFM Project, whether purchased, rented or otherwise provided by the Facility Manager or its Sub-Contractors, are in a safe condition and are capable of performing their intended functions;
 - (b) Not cause, permit or tolerate a hazardous, unsafe, unhealthy or environmentally unsound condition or activity in performing the works in relation to the SFM Project;

- (c) Provide any temporary works (including roadways, footways, guards, barricades and fences) which may be necessary, because of the execution of the works for the SFM Project, for the use and protection of the public and owners and occupiers of adjacent land, and display all necessary safety posters and instructions regarding safety;
- (d) Ensure that its personnel (including Sub-Contractors' personnel and invitees entitled to enter or be on the Station Area), are provided and utilized all necessary safety equipment, including all shoes, helmets, gloves, jackets, masks as may be required;
- (e) Take all measures to maintain the health and safety of persons and to prevent injury to persons or damage to any property on the Station Area, or in the vicinity thereof, as a result of the Facility Manager performing the works relating to the SFM Project, including without limitation:
 - (1) The prevention of fires;
 - (2) The elimination of excess dust or smoke emission beyond permissible limits prescribed under relevant instructions under applicable laws; and
 - (3) The protection of overhead utility lines (overhead equipment), underground pipes, conduits or cables, the operational equipment of the MOR/ Railway Administration (including any railway infrastructure relating to any Excluded Activity);
- (iv) The Facility Manager shall provide work instructions/ check lists for proper execution of work. The Facility Manager shall also maintain all relevant records and documents properly and same shall be made available to Authority as required.

12.2 Expenditure on Safety Requirements

- 12.2.1 All costs and expenses arising out of or relating to health, safety and quality management requirements (including any safety and quality assurance requirements set forth under the SFM Agreement or any Applicable Law) shall be borne by the Facility Manager, and Authority and the MOR and/ or Railway Administration shall not have any liability in this regard.

ARTICLE 13: MARKETING & SUB-LICENSING

13.1 Marketing

13.1.1 The Parties agree and acknowledge that subject to Article 13.2, the Facility Manager shall be entitled to undertake the marketing and the Sub-Licensing of the Licensable Station Area, to Licensees for undertaking commercial activities.

Provided that any such marketing and/ or Sub-Licensing shall only be undertaken in respect of such designated areas, as set forth in **Schedule 6** (*Designated Areas for Sub-License*), and shall not exceed the total Licensable Station Area. Further any amendment or alternation of the Licensable Station Area or the overall extent shall be subject to the prior approval of the Authority/MOR and/ or Railway Administration.

Further, any such marketing and/ or Sub-Licensing shall be permissible, subject to such Sub-Licenses being in the nature of the permissible Sub-Licenses as set out in **Schedule 7** (*Permissible Licenses in Station Area*).

13.2 Pre-requisites to Marketing

13.2.1 The Facility Manager agrees and acknowledges that any marketing, including any Sub-License of Licensable Station Area shall be subject to the following:

- (i) All amounts due and payable by third parties pursuant to marketing (and any consequent Sub-Licensing) by the Facility Manager shall be paid through account payee cheques and be deposited in the Escrow Account (opened pursuant to the SFM Agreement). The Facility Manager shall execute the Escrow Agreement and open the Escrow Account, prior to undertaking any marketing in respect of, or granting, any Sub-Licences;
- (ii) The receipts from the Sub-Licences shall first be applied towards meeting with the expenses in executing the works under the SFM Agreement, in the manner and order of priority specified herein;
- (iii) No Sub-License shall be for a term greater than 3 (three) years at a time or such greater period as specified in SCSFMA;
- (iv) In any event the expiry of the term of any Sub-License shall not be beyond the expiry of the Term of SFMA;

- (v) Subject to compliance with (i) above, the right to Sub-License commences on and from SFMA Appointed Date of the Station Facility Management Agreement;
- (vi) The consideration for any Sub-License shall be structured by the Facility Manager, in compliance with the following conditions:
 - (a) There shall be a provision of interest-free and refundable security deposit to be paid by the licensee prior to the grant of the Sub-License. This security deposit shall be kept in a separate designated account which shall be returned to the licensee on expiry of the Sub-License period or on termination of the Sub-License prior to the expiry, after surrender of access of the licensed areas by the Licensee and after making adjustments of all outstanding payments;
 - (b) The Sub-License shall be structured to have a monthly/quarterly/annually license charges to be paid by the licensee in advance in the first week of every period. The license charges shall increase by a minimum of 5% (five percent) every year unless specified otherwise in the SCSFMA. In the event that any amounts are proposed to be collected by the Facility Manager in advance for a period greater than one quarter/ one year, the same shall only be undertaken with the express consent of Authority, and subject to such conditions as Authority may specify in this regard.
 - (c) The Sub-License charges shall be structured in such a way that aggregate Sub-License charges payable in the first and second consecutive year in the term, are not greater than the aggregate Sub-License charges payable in the second consecutive and third consecutive year (respectively) in the term by an amount greater than 10% (ten percent). In the event that the Sub-License is for a term less than three (3) years, the aforesaid determination shall be made on the basis of the Sub-License charges for any incomplete year being pro-ratedly increased (such increase corresponding to the ratio of a full year and such reduced period).

- (vii) The Licensee shall not be entitled to further sub-license the premise licensed pursuant to the Sub-License;
- (viii) The template of the Sub-License agreement shall be prepared by the Facility Manager complying with the requirements of the SFM Agreement and shall have to be pre-approved by Authority, and all Sub-Licenses shall be undertaken in accordance with such approved template;
- (ix) The right of granting a Sub-License shall be solely vested in the Facility Manager and shall not be transferable in any form except to its successors and permitted assigns;
- (x) The Facility Manager shall not be entitled, without the prior written permission of Authority, to provide any (a) payment waivers, (b) waivers of any material term of the Sub-License and / or (c) receive any non-cash consideration from any Licensee.
- (xi) The grant of any Sub-License shall be made on an arms-length basis. Further, any Sub-License to any related party or any Affiliate of the Facility Manager shall be subject to the approval of Authority.

It is clarified that any activity with respect to the permissible Sub-Licenses as set out in **Schedule 7** (*Permissible Licenses in Station Area*), shall not be undertaken directly by the Facility Manager, except with the express permission of the Authority, and all monies from such activities shall form a part of the Station Revenue and be deposited into the Escrow Account (in the same manner as other Station Revenues).

13.2.2 It is clarified that the Facility Manager shall not have any right to market and/ or grant any Sub-Licenses (or otherwise undertake any activity of the nature of the permissible Sub-Licenses as set out in **Schedule 7** (*Permissible Licenses in Station Area*)) in respect of any portion of the Station Area other than the Licensable Station Area.

13.2.3 Notwithstanding the foregoing provisions of this Article 13.2, it is clarified that Article 13.2.1 and Article 13.2.2 shall not apply with respect to the Existing Contracts as Novated to the Facility Manager. Provided that where the Facility Manager undertakes any subsequent amendments to any such Existing Contracts, it shall be required to procure that the terms of such Existing Contracts are consistent with

foregoing provisions of Article 13.2.1 and Article 13.2.2, in so far as the context thereof permits.

13.3 Sub-License Register

13.3.1 The Facility Manager shall maintain a Sub-License register, in such format as may be acceptable to Authority. Details of all the Sub-License agreement, and the nature of the activity in respect of which sub-license has been granted (which shall be consistent with the requirements of **Schedule 7** (*Permissible Licenses in the Station Area*), shall be entered into the Sub-License register within 30 (thirty) days of entering into the Sub-License agreement and a copy of such a Sub-License agreement shall be supplied to Authority.

13.3.2 The Facility Manager shall maintain the log of the cumulative area so Sub-Licensed (including percentage of the total Licensable Station Area).

13.3.3 The Facility Manager shall provide a copy of the Sub-License register to Authority every year before the 15th day of April in each year of the Term of SFMA.

13.3.4 Further, upon the receipt of a written request from Authority, the Facility Manager shall allow the representatives of Authority to conduct a due diligence of all the Sub-License agreements entered into by the Facility Manager and shall, upon demand, supply the relevant extracts of the Sub-License register to the representatives of Authority.

13.4 Existing Contracts

13.4.1 Notwithstanding anything contained herein, the Facility Manager agrees and acknowledges that Existing Contracts shall continue to subsist for the duration of the entire tenure stated in the respective contract thereof, and the Facility Manager shall not be entitled to terminate and/ or require the termination of such existing Sub-Licenses/ Contracts, save and except according to the terms thereof. Provided that the Parties shall co-ordinate with the MOR and/ or Railway Administration to procure the Novation of the said existing Sub-Licenses/ contracts, such that the Facility Manager shall be entitled to receive all payments due to MOR and/ or Railway Administration thereunder on and from the SFMA Appointed Date, and the Facility Manager shall provide Authority all reasonable assistance in the said Novation, including by way of

executing all necessary deeds, documents, instruments and/ or agreements as may be required to give effect to such Novation. Provided that:

- (i) The Facility Manager shall not be required to provide any further consideration to Authority/ MOR and/ or Railway Administration / existing sub-licensees (for such Existing Contracts) in respect of such Novation, save and except that stamp duty and registration charges (if any) under Applicable Laws shall be borne by the Facility Manager.
- (ii) In the event that Authority is unable to procure the Novation of any Existing Contract(s) in favour of the Facility Manager, then Authority shall ensure that the entire revenues/ receivables in connection with such Existing Contract, are within 30 (thirty) days of the same being received by MOR/ Railway Administration duly transferred to the Facility Manager by way of a deposit to the Escrow Account (whereupon the same shall form a part of the Station Revenue).
- (iii) Where the Facility Manager receives any monies under any Existing Contract on or prior to the SFMA Appointed Date, the same shall be held in trust for the exclusive benefit of Authority, and the Facility Manager shall forthwith, on demand pay all amounts in respect thereof to Authority (or its nominee, including the Railway Administration).

13.4.2 The Facility Manager shall, from the SFMA Appointed date, honour all Existing Contracts and agreements between Authority and any third party as relatable to the Station Area (as set forth under **Schedule 8** (*Existing Contracts*)), as if Facility Manager was an original party to such contracts and agreements instead of Authority and towards this end shall perform all responsibilities, liabilities and obligations of Authority at Facility Manager's risk and cost (including payment/receipts obligations to/from counter parties). The Facility Manager undertakes that any Existing Contract / third party contract that cannot be specifically novated in favour of the Facility Manager, for any reason whatsoever, shall also be performed by the Facility Manager (at its own risk and cost) for and on behalf of Authority.

13.4.3 The Facility Manager shall indemnify and keep indemnified the Indemnified Parties against any liabilities and/or costs arising under the Existing Contracts / third party

agreements. Any benefits arising from such contracts shall also vest with Facility Manager.

ARTICLE 14: FINANCING

14.1 Financing of the SFM Project

- 14.1.1 The Facility Manager expressly agrees and undertakes that the Facility Manager shall himself be responsible to arrange for financing and/or meeting all financing requirements for the SFM Project at its own risk and costs and shall enter into financing agreements with its lenders for the same. As and when such financing agreements (if any) are approved by the lenders, with or without modifications, a copy of the same shall be furnished by the Facility Manager to Authority and also modifications or amendments made thereto.

ARTICLE 15: LICENSE FEE

15.1 License Fee

15.1.1 In consideration of the grant of facility management rights and the rights to grant Sub-Licenses in respect of the Licensable Station Area, as set forth in this SFM Agreement, the Facility Manager shall, in addition to fulfilling its obligations under this SFM Agreement, pay an annual License Fee to the Authority for the Term of SFMA in accordance with **Schedule 4 Part A** (*Schedule of Payment of License Fee*). All payments to be made by the Facility Manager to the Authority shall be exclusive of Taxes.

15.1.2 The License Fee for a Financial Year shall be payable in advance on or before the 10th April of each Financial Year. However, the first year License Fee shall be paid with 10 (Ten) days or within such extended time period as may be specified in the SCSFMA from the date of execution of the SFM Agreement. Where payment is due in the middle of a Financial Year, the relevant amount of License Fee for the first and last Financial Year will be calculated on proportionate basis on the number of days for the respective Financial Year.

15.2 Payment Abatement Schedule

15.2.1 The Facility Manager shall on a monthly basis provide through the SFMIS, a payment abatement schedule (“**Payment Abatement Schedule**”), specifying the liquidated damages payable by the Facility Manager consequent to delays and failures of the Facility Manager to adhere to the service level standards as set forth in this SFM Agreement (including specifically **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*), in the immediately preceding month.

15.2.2 The Payment Abatement Schedule shall be determined on the aggregate extent of liquidated damages payable in respect of the various instances of delay and/ or default on the part of the Facility Manager, as determined on the basis of the applicable extents of liquidated damages specified under **Schedule 4 Part B** (*Computation of Payment Abatement*), and shall be generated through the SFMIS.

- 15.2.3 Authority shall have the ability to audit the Payment Abatement Schedule, and the Facility Manager would be required to appropriately amend and/ or modify the Payment Abatement Schedule in light of any comments of Authority (whether pursuant to such audit or otherwise). Provided that where the Facility Manager fails to revert to any comments of Authority within a period of 30 days from the issuance thereof, the liability in respect of the same would have been deemed to be acknowledged and accepted by the Facility Manager and the Payment Abatement Schedule shall be deemed to be modified accordingly. The Parties agree and acknowledge that the Payment Abatement Schedule represents an aggregation of the various liquidated damages payable by the Facility Manager in respect of the delay and/ or defaults identified in such Payment Abatement Schedule, each of which represents a genuine, pre-agreed estimate of the loss and/ or damage that would accrue to/ be suffered by Authority on account of the relevant delay and/ or defaults on the part of the Facility Manager, and are not by way of penalty.
- 15.2.4 The Facility Manager shall, pay to Authority, from the Escrow Account the entire extent of liquidated damages payable by the Facility Manager (to the extent of the approved Payment Abatement Schedule). Provided that in the event of a failure of the Facility Manager to duly pay the aforesaid amount, within seven (7) days of the relevant due date, Authority shall be entitled to withdraw such amount from the Escrow Account directly.

ARTICLE 16: ADDITIONAL FACILITIES AND VARIATION IN RETURNS

16.1 Additional Facility

16.1.1 The Facility Manager agrees and acknowledges that the MOR and/ or Railway Administration shall, directly or through their respective nominees/ representatives (including Authority), be entitled to grant sub-lease/ sub-licenses in respect of other land and airspace adjoining and/ or near the Station Area not covered in the Development Agreement (each a “**Additional Facility**”) in one or more lots, in such manner and on such terms as the MOR and/ or Railway Administration or such nominees/ representative deem fit.

16.1.2 The Facility Manager shall have no rights (including specifically any rights of pre-emption) with respect to any such Additional Facility, nor shall the Facility Manager be permitted any alteration, variation, or modification of the SFM Agreement (including specifically the extent of License Fee or the Term of SFMA) consequent to any such development of an Additional Facility by the Authority/ MOR and/ or Railway Administration (and/ or their nominee/ representative).

Notwithstanding anything contrary contained herein, the Facility Manager shall have no rights, entitlements and / or interest, of any nature whatsoever, in respect of any future developments and / or works in / around the Station Area and Authority shall be fully entitled to all such future developments and works and shall also have the exclusive prerogative of deciding on matters relating to maintenance, management and operation of the same without any claims/objection in respect of the same from the Facility Manager.

16.2 Effect of Variation in Returns

16.2.1 The Facility Manager agrees and acknowledges that Authority, the MOR and/ or Railway Administration or any of their employees, officials, agents, representatives, other contractors, have not made any representation to the Facility Manager with respect to the feasibility or viability of the SFM Project, or the potential revenue/ returns to the Facility Manager from SFM Project, including specifically the Station Revenue and that they shall have no liability to the Facility Manager in respect thereof

(including any shortfall or decrease in the projected revenues/ returns). The Facility Manager further agrees and acknowledges that it shall have no claims against, and does hereby expressly waive all claims against, Authority, MOR, Railway Administration and all their its employees, officials, agents, representatives, and other contractors in this regard.

Without prejudice to the generality of the foregoing, it is expressly agreed and acknowledged that no adjustment or alteration of the License Fee payable under this SFM Agreement or Term of SFMA hereof, shall be permitted to the Facility Manager on account of any alteration or variation in the feasibility or viability of the SFM Project, or the any revenues/ returns therefrom.

ARTICLE 17: ESCROW ACCOUNT

17.1 Escrow Account:

- 17.1.1 The Facility Manager shall on the Effective Date, execute the Escrow Agreement, in the form set out in **Schedule 9** (*Escrow Agreement*), and establish the Escrow Account in accordance with the Escrow Agreement, in each case to the satisfaction of Authority.
- 17.1.2 The draft of Escrow Agreement complying with requirements as per the indicative draft as set out in **Schedule 9** (*Escrow Agreement*) shall have to be pre-approved by the Authority prior to execution.
- 17.1.3 The Facility Manager, shall, on and from the SFMA Appointed Date, deposit all Receivables into the Escrow Account. Any withdrawal from the Escrow Account shall thereafter, be made only in accordance with the terms of the SFM Agreement and the Escrow Agreement.

17.2 Replacement and Maintenance Reserve

- 17.2.1 The Parties agree and acknowledge that a replacement and maintenance reserve sub-account shall be opened as a sub-account of the Escrow Account, wherein a reserve (being the “**Replacement and Maintenance Reserve**”) shall be maintained towards the O&M Expenses in respect of the SFM Project, and shall be exclusively so applied, in the event of an insufficiency of the Station Revenue for any monthly period or in accordance with the directions of Authority.
- 17.2.2 The Facility Manager shall build up the Replacement and Maintenance Reserve in such manner as it deems fit, so as to ensure that the Replacement and Maintenance Reserve has amounts equivalent to the Required Amount standing to its credit on or prior to the SFMA Appointed Date, and thereafter maintain amounts equivalent to the Required Amount in the Replacement and Maintenance Reserve throughout the Term of SFMA.
- 17.2.3 In the event of any shortfall in the Replacement and Maintenance Reserve, resulting the Replacement and Maintenance Reserve ceasing to represent the entire Required Amount, whether by virtue of a withdrawal therefrom or otherwise, at the end of any

calendar months, the Facility Manager shall be required to top-up the Replacement and Maintenance Reserve, within a period of seven (7) days therefrom.

- 17.2.4 If the cost of repair/replacement of Station Assets is more than the balance amount lying in the Replacement and Maintenance Reserve, then the shortfall shall be met by Facility Manager out of its own fund.

17.3 Distributions

- 17.3.1 The Facility Manager shall only be entitled to withdraw Distributions from the Station Revenue, as deposited into the Escrow Account, after deducting *inter alia* (i) all statutory dues, (ii) License Fee, (iii) all liquidated damages payable to Authority, (iv) the amount required to be provided for the purposes of the Replacement and Maintenance Reserve, and (v) all O&M Expenses, in accordance with the terms of the Escrow Agreement.

17.4 Closure of the Escrow Account

- 17.4.1 The Escrow Account shall be closed upon the Termination of the SFM Agreement.
- 17.4.2 Upon Termination of the SFM Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in the SFM Agreement, be first appropriated and dealt with solely by the written instruction of Authority in the following order:
- (i) all Taxes, duties, cess and fees due and payable in respect of the SFM Project;
 - (ii) payment to Authority of an amount equivalent to then applicable Required Amount, for the purposes of which the calculation date shall be the date of such Termination;
 - (iii) outstanding amounts payable to Authority including any unpaid liquidated damages;
 - (iv) all payments and damages certified by Authority as due and payable to it by the Facility Manager pursuant to the Station Facility Management Agreement, including any claims or demands in connection with or arising out of termination of the Station Facility Management Agreement;

- (v) incurred or accrued O & M Expenses (other than amounts specified in (i) above); and
- (vi) towards discharging outstanding debt for the SFM Project (if any), as obtained by the Facility Manager.

The balance, if any, may be withdrawn from the Escrow Account in accordance with the instructions of the Facility Manager.

ARTICLE 18: INSURANCE

18.1 Maintenance of Insurance

18.1.1 The Facility Manager shall effect and maintain, at its own cost during the Term of SFMA all necessary insurances, including necessary workman's compensation insurance, other insurances for such maximum sums as may be required under Applicable Laws and such insurances as may be necessary or prudent in accordance with Good Industry Practice, in respect of the entire SFM Project. The Facility Manager shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on Authority and/or the MOR and/ or Railway Administration as a consequence of any act or omission of the Facility Manager, its Sub-Contractors, Licensees, personnel, agents etc.

18.1.2 Without prejudice to the generality of the foregoing, the Facility Manager shall for the duration that the Station Assets and the Station Project Utilities (or the relevant parts thereof) are in possession of the Facility Manager under the SFM Agreement (or are otherwise required to be maintained by the Facility Manager), procure the insurance cover in respect of:

- (i) loss, damage or destruction of the Station Assets, and Station Project Utilities;
- (ii) comprehensive third party liability insurance including injury to or death of personnel of the Authority, the MOR and/ or Railway Administration , or their respective agents and contractors or other members of the public, who may enter upon the Station Area or utilize the facilities thereat;
- (iii) the Facility Manager's general liability arising out of the SFM Agreement;
- (iv) liability to third parties for goods or property damage;
- (v) workmen's compensation insurance; and
- (vi) any other insurance that may be necessary to protect the Facility Manager and its employees, and contracts including in respect of all Force Majeure Events, that are insurable at commercially reasonable premiums and not otherwise covered in items (i) and (v) above.

18.2 Authority to be Co-insured

18.2.1 The Facility Manager shall ensure that in each insurance policy, Authority shall be a co-insured, and that the insurer shall pay the proceeds of insurance to the Facility Manager which shall be applied in accordance with Article 18.8 below.

18.3 Notice of Insurance

18.3.1 Not later than 15 (fifteen) days from the SFMA Appointed Date, the Facility Manager shall by notice, furnish to Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 18. Within 30 (thirty) days of receipt of such notice, Authority may require the Facility Manager to effect and maintain such other insurances as may be necessary pursuant hereto and the Facility Manager shall forthwith obtain such additional insurances.

18.4 Evidence of Insurance Cover

18.4.1 All insurance obtained by the Facility Manager in accordance with this Article shall be maintained with insurer or reinsurers and on terms consistent with Good Industry Practice.

18.4.2 Within 45 (forty five) days of obtaining any insurance cover, the Facility Manager shall furnish to Authority, copies of certificates of insurance, copies of the insurance policies signed by an authorised representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier and such insurance will not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation, change of non-renewal has been received by Authority.

18.5 Failure to Insure

18.5.1 If the Facility Manager shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to keep in force any such insurance, and pay such premium and recover the costs thereof from the Facility Manager.

18.6 Waiver of Subrogation

18.6.1 All insurance policies supplied by the Facility Manager shall include a waiver of any right of subrogation of the insurers thereunder against, *inter alia*, Authority, MOR and/ or Railway Administration, and their assigns, affiliates, employees, insurers, representatives and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

18.7 Facility Manager's waiver

18.7.1 The Facility Manager hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, Authority, MOR and/ or Railway Administration and their assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers, representatives and underwriters, which the Facility Manager may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Facility Manager pursuant to the SFM Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

18.8 Application of insurance proceeds

18.8.1 The proceeds from all insurance claims, except life and injury, shall be paid to the Facility Manager by a/c payee cheque and deposited into the Escrow Account, and the Facility Manager shall use such amount for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Station Assets and Station Project Utilities (where applicable) and the balance remaining, if any, shall be applied in accordance with the provisions of the Escrow Agreement.

ARTICLE 19: FORCE MAJEURE

19.1 Force Majeure Event

19.1.1 The Facility Manager or Authority, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under the SFM Agreement to the extent that the Facility Manager or Authority, as the case may be, is unable to render such performance due to a Force Majeure Event.

19.1.2 For the purposes of the SFM Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a Force Majeure Event unless it satisfies all the following conditions:

- (i) it materially and adversely affects the performance of an obligation;
- (ii) it is beyond the reasonable control of the affected Party;
- (iii) such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
- (iv) it does not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
- (v) which, by itself or consequently, has an effect described in Article 19.1.1.

19.1.3 “**Force Majeure Event**” includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Article 19.1.2:

- (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Station Area;
- (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Station Area or near vicinity;
- (iii) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Station Area and/ or the Station Assets and/ or the Station Project Utilities, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Station Area by the

Facility Manager or any Sub-Contractor of the Facility Manager or any of their respective employees, servants or agents;

- (iv) strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the Station Area;
- (v) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within the Station Area or near vicinity;
- (vi) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Station Area or near vicinity;
- (vii) epidemic or plague within the Station Area or near vicinity;
- (viii) any event or circumstances of a nature analogous to any events set forth in Article 19.1.3 (i) to Article 19.1.3(vii) within the Station Area or near vicinity.

Provided that non-availability of any plant, equipment, materials or financial resources for any reason whatsoever shall not be deemed to be an event of Force Majeure.

19.1.4 Procedure for Force Majeure:

- (i) If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail: (a) the Force Majeure Event(s) that has occurred; (b) the obligation(s) affected as described in this Article 19; (c) the dates of commencement and estimated cessation of such event of Force Majeure; and (d) the manner in which the Force Majeure Event(s) affect the Party's ability to perform its obligation(s) under the SFM Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- (ii) The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in Article 19.1.4 (i) above, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with Article 19.1.4(i) above. The affected Party, to the extent rendered unable to

perform its obligations or part thereof under the SFM Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

- (iii) The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure Event, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure Event.
- (iv) Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.
- (v) The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of Dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, all the Parties shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Article 23.

19.1.5 Mitigation of Force Majeure:

- (i) The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The affected Party shall also make efforts to resume performance of its obligations under the SFM Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing. Further, each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event and the time for performance by the affected Party of any obligations or compliance by the affected Party with any time limit affected by Force Majeure Event and for the exercise of any right affected thereby, shall be extended as may be decided by the Nodal Officer by the period during which such Force Majeure Event continues and

by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the Force Majeure Event, provided the expiry of Term of SFMA remains as it is.

ARTICLE 20: EXPIRY

20.1 Expiry

20.1.1 Upon Expiry Date of SFMA or earlier termination, as the case may be, the Station Area, together with all Station Assets, Station Project Utilities and work-in-progress existing on the Station Area shall automatically vest in Authority and the SFM Agreement shall stand terminated.

20.1.2 Notwithstanding the foregoing provisions of this Article 20, the vesting of the Station Area, together with all Station Assets, Station Project Utilities and work-in-progress existing on the Station Area, upon and such expiry shall be undertaken, and the rights and obligations of the Parties consequent to vesting, shall be determined in accordance with the provisions of Article 22.

20.2 Renewal of SFM Agreement

20.2.1 Upon expiry of SFM Agreement, the Authority may at its sole option renew the SFM Agreement by executing fresh agreement with the Facility Manager on such fresh terms and conditions as may be mutually agreed between the Authority and Facility Manager.

ARTICLE 21: TERMINATION

21.1 Termination

21.1.1 The SFM Agreement may be terminated prior to the expiry of the Term of SFMA in accordance with the following:

- (i) By Authority at its discretion in accordance with Article 21.1.2;
- (ii) By Authority upon the occurrence of Facility Manager's Event of Default in accordance with Article 21.1.3;
- (iii) Upon termination of the Development Agreement as set forth in Article 21.1.5; or
- (iv) By the Parties with mutual consent.

21.1.2 Termination by Authority

- (i) Without prejudice to the right of Authority to terminate the SFM Agreement in accordance with sub-Article 21.1.3 below on account of the Facility Manager's Event of Default, Authority shall be entitled to determine and terminate the SFM Agreement, where the Station Area is required for Authority's or the MOR/Railway Administration's own use.
- (ii) In such event, notwithstanding anything to the contrary, Authority shall be entitled to determine and terminate the SFM Agreement by giving a 60 (sixty) day, or such other period as specified in SCSFMA, termination notice and the provisions of Article 21.1.4, shall not be applicable to any such termination, and Authority shall not be required to issue the Notice of Intention to Terminate, in respect of such termination.

21.1.3 Termination by Authority on Facility Manager's Event of Default

- (i) In the event that the any of the following events of default shall have occurred, the Facility Manager shall be deemed to be in default of the SFM Agreement (“**Facility Manager's Event of Default**”), save and except to the extent that the same is attributable to a Force Majeure Event. The defaults referred to above shall mean the following default of obligations of the Facility Manager under the SFM Agreement:
- a. The Facility Manager becomes bankrupt or insolvent;
 - b. The Facility Manager is under liquidation, or winding up proceedings are in progress in respect of the Facility Manager;
 - c. The Facility Manager assigns the SFM Agreement or any part thereof otherwise than as permitted under the SFM Agreement or by Authority;
 - d. The Facility Manager fails to comply with any of its obligations under the SFM Agreement, including compliance with the requirements of **Schedule 2** (*Scope of SFM Project*) and **Schedule 3** (*Station Service Level Standards*), for a period of 30 days or such period as specified in SCSFMA from the date of being so notified;
 - e. The Facility Manager does or permits to do any act, matter, deed or thing in violation of Applicable Law and/ or Applicable Permits;
 - f. The Facility Manager fails to provide, renew or replenish or otherwise maintain the SFMA Performance Guarantee in accordance with the SFM Agreement;
 - g. The Facility Manager operates the Escrow Account otherwise in accordance with the SFM Agreement and the Escrow Agreement, or otherwise violates the terms of the Escrow Agreement;
 - h. The Facility Manager fails to maintain insurance(s) as required under the SFM Agreement;
 - i. The Facility Manager uses or permits or causes the use of the Station Area for purposes other than those and/or the manner other than as specified in the SFM Agreement;
 - j. The Facility Manager sets up or claims an interest in the Station Area contrary to the rights granted to the Facility Manager through the SFM

Agreement and such right is adverse to the interest of Authority or the MOR and/ or Railway Administration;

- k. The Facility Manager persistently disregards the instructions of Authority or the Nodal Officer related to SFM Agreement;
 - l. The Facility Manager makes a Payment Default in SFM Agreement;
 - m. The Facility Manager markets or Sub-Licenses the designated areas for Sub-License in the Station Area (as set out in **Schedule 6** (*Designated Areas for Sub-License*)) in a manner other than those specified in the SFM Agreement; or
 - n. The Facility Manager commits any other material breach of the SFM Agreement, or there occurs an event that has a Material Adverse Effect on the ability of the Facility Manager to perform the SFM Agreement.
- (ii) Authority shall, upon the occurrence of a Facility Manager's Event of Default, which, is not remedied within the Cure Period upon receipt of Notice of Intention to Terminate from Authority, be entitled to terminate the SFM Agreement.

21.1.4 Notice of Intention to Terminate

- (i) Subject to Article 21.1.2 and without prejudice to any other rights or remedies which the Authority may have under the SFM Agreement or under the Applicable Laws, upon the occurrence of a Facility Manager's Event of Default, the Facility Manager shall be liable for the breach caused and consequences thereof and the Authority shall have the right to issue a notice of intention to terminate (the "**Notice of Intention to Terminate**").
- (ii) Upon the issuance of a Notice of Intention to Terminate, the Facility Manager shall have the right to rectify or cure the breach within the Cure Period.
- (iii) If the breach is not rectified by the Facility Manager within the Cure Period, the Authority shall have the right to terminate the SFM Agreement by issuance of a Termination Notice.

21.1.5 Termination of the Development Agreement

- (i) The Parties agree that the termination of the Development Agreement shall automatically result in a termination of the SFM Agreement. In such an event

the consequences will be as per the Development Agreement, and the Termination Payment terms under Article 21.2 of this SFM Agreement shall not apply.

21.2 Termination Payments

21.2.1 Upon termination of the SFM Agreement by Authority for reasons other than by way of termination pursuant to a Facility Manager's Event of Default, Authority shall pay to the Facility Manager the aggregate of sum total of the net expected revenues (gross revenue less gross expense), if in the positive, of the Facility Manager from the remaining period of Term of SFMA as determined from their last audited financial statement(s).

21.2.2 Upon termination of the SFM Agreement by Authority on account of a Facility Manager's Event of Default:

- (i) The Authority may, without prejudice to its other rights under this SFM Agreement, at its sole option (exercisable on or prior to the effective date of such termination), purchase all or any part of the Maintenance Assets at a valuation equal to the depreciated value of such assets or the book value of such assets in the books of the Facility Manager, whichever is lower.
- (ii) Further, the Facility Manager shall pay to the Authority as compensation an amount equivalent 1.5 (one and half) times the amount of SFMA performance Guarantee as liquidated damages. The compensation and damages mentioned in this Sub-Article shall be payable by the Facility Manager with a period of thirty (30) days from the date of termination of the SFM Agreement.
- (iii) The Authority shall also be entitled to deduct / realize the above amounts from the Escrow Account set up under the Development Agreement.

21.2.3 The obligation of Authority to make the termination payments under Article 21.2.1 (as applicable), to the Facility Manager shall arise only upon the satisfaction of the following conditions:

- (i) Receipt by Authority of an amount equivalent to the Required Amount in accordance with Article 17.2 of the SFM Agreement;
- (ii) Receipt by Authority of a certificate from the Facility Manager certifying that all dues and amounts (if any) (including but not limited to Taxes) payable to any Sub-Contractor or Licensee or any other person by the Facility Manager (in respect of the SFM Project) as of the date of such Termination, and any termination payments (for Sub-Contracts or Licenses assigned / Novated to Authority in pursuance of Article 22.2), have been duly discharged by the Facility Manager and indemnifying Authority from any and all loss, damage and/ or liability with respect thereto;
- (iii) The Station Assets, Station Project Utilities and the Station Area, having been handed over to Authority, free and clear of any Encumbrances or any encroachments;
- (iv) The title to the Maintenance Assets (as are required to be transferred to Authority) having been transferred to Authority, free and clear of any Encumbrances or any encroachments;
- (v) The Maintenance Assets (as are required to be transferred to Authority) being transferred in good working condition in accordance with Good Industry Practice;
- (vi) The Facility Manager having cleared all dues, fees, charges or any other amounts (including but not limited to Taxes) payable to any Government Authority or any other person in relation to the Station Assets, Station Project Utilities, the Station Area and the Maintenance Assets being transferred to Authority. Further, the Facility Manager shall also have provided a written undertaking to Authority that it shall clear all such dues, fees, charges or any other amounts (including but not limited to Taxes) that Authority or its nominee shall be required to pay where such dues, fees, charges or any other amounts have accrued during the time the Station Assets, Station Project

Utilities, the Station Area and the Maintenance Assets being transferred to Authority were in the possession and control of the Facility Manager.

Provided further that Authority may deduct such amounts from the payments to be made to the Facility Manager under Article 21.2.1 so as to enable Authority to receive the amounts equivalent to the Required Amount and thereafter, the balance, if any, subject to the compliance of sub-article (ii) above, shall be paid over to the Facility Manager.

21.2.4 It is expressly agreed between the Parties that other than the termination payments set out in Articles 21.2.1, the Facility Manager shall not be entitled to receive any other payment upon termination of the SFM Agreement.

21.3 Forfeiture of SFMA Performance Guarantee

21.3.1 Notwithstanding anything contained in this Article 21, in the event of issue of Notice of Intention to Terminate by Authority due to a Facility Manager's Event of Default, the SFMA Performance Guarantee shall be en-cashed and forfeited, where such Facility Manager's Event of Default is not rectified on or prior to the expiry of the Cure Period.

21.4 No Challenge to Termination

21.4.1 Notwithstanding anything contained in the SFM Agreement, the Facility Manager agrees and acknowledges that any termination by Authority under this Article 21 shall be given effect to forthwith in accordance with the terms of this Article 21, and the Facility Manager shall not be entitled to Dispute such termination (including, without limitation, with respect to the adequacy of the grounds of such termination, the effectiveness of the termination, provision (or lack thereof) of the relevant Cure Period, and/ or the rectification of the relevant Facility Manager's Event of Default), and the Facility Manager hereby waives all rights in respect thereof.

Provided that the foregoing shall be without prejudice to the ability of the Facility Manager to Dispute the extent of Termination Payment payable to the Facility Manager consequent to any such termination.

21.5 **Survival**

21.5.1 This Article 21, and all incidental and ancillary provisions of the SFM Agreement (to the limited extent required to give effect to this Article 21), shall survive any expiry or termination of the SFM Agreement.

21.6 **Right of Authority to appoint other facility manager(s) post termination.**

21.6.1 Notwithstanding anything contrary contained herein, and without prejudice to its other rights under the SFM Agreement, the Authority shall, after the termination of the SFM Agreement, have the absolute right to appoint any new person to act as the facility manager of the SFM Project / part thereof including during pendency of any dispute / arbitration proceedings post termination of the SFM Agreement.

ARTICLE 22: VESTING OF STATION ASSETS & STATION PROJECT UTILITIES

22.1 Vesting upon Expiry of Term of SFMA

- 22.1.1 In case of expiry of the Term of SFMA, the process of transfer and vesting shall start at least 2 (two) years prior to expiry of the Term of SFMA with a joint survey by Authority and the Facility Manager of the Station Assets and Station Project Utilities, including all Licensees occupying the Station Area, pursuant to Sub-Licenses.
- 22.1.2 On or prior to the expiry of the SFM Agreement, the Facility Manager shall remove or cause to be removed all the assets, equipment, plant and machinery, including the Maintenance Assets, not forming part of the Station Assets or Station Project Utilities, which have been brought on to the Station Area by the Facility Manager or its Sub-Contractors for undertaking the obligations under the SFM Agreement. For the avoidance of doubt, the Facility Manager shall not remove or cause to be removed any asset, equipment, plant and machinery at the Station Area which vests in and is the property of the Railway Administration.
- 22.1.3 Further, on or prior to the expiry of the SFM Agreement, the Facility Manager shall handover all hardware, machinery, equipment and all Intellectual Property relating to the SFMIS to Authority or its nominee along with all logs, records, manuals, reports prepared thereto.
- 22.1.4 Further, the Facility Manager shall ensure that all the Licensees vacate and surrender the access to the Station Area on or prior to the expiry of the Term of SFMA so that the Station Area and possession of the Station Assets and Station Project Utilities are transferred to Authority (and/ or its nominee) free from all Encumbrances, encroachments and easements.
- 22.1.5 In case a new party is selected by Authority , to take over the obligations of the Facility Manager, in respect of entire / any part of the SFM Project, for a tenure as decided by the Authority, such party, after approval of the Authority, may (if applicable) decide to re-negotiate with any or all Licensees for continuation of Licensees beyond the Term of SFMA. In such a case, the Facility Manager may be

informed by the new selected party through Authority, prior to the expiry of the Term of SFMA, about the continuation of such Licensees, who shall continue to occupy the designated areas in the Station Area. The Facility Manager shall allow such Licensees to remain in occupation of their Sub-Licensed areas in the Station Area, subject to conditions as may be prescribed by the Authority, while vacating the others before transferring the Station Area, Station Assets and Station Project Utilities to Authority (and/ or its nominee).

22.2 Termination prior to expiry of Term of SFMA

22.2.1 In case of termination prior to the expiry of the Term of SFMA:

- (i) all the Station Assets and Station Project Utilities including works-in-progress, as existing on the Station Area together with the Station Area shall be vested in Authority (or its nominee);
- (ii) all rights and obligations of the Facility Manager in all agreements with third parties in respect of:
 - (a) all Sub-Contracts in respect of the SFM Project;
 - (b) the Existing Contracts;
 - (c) in all agreements with third parties in respect of Sub-License of the Licensable Station Area;shall, unless otherwise determined by Authority stand assigned and Novated in favour of Authority;
- (iii) the Facility Manager shall remove or cause to be removed all the assets, equipment, plant and machinery, not forming part of the Station Assets or Station Project Utilities, brought on to the Station Area by the Facility Manager or its Sub-Contractors for undertaking the obligations under the SFM Agreement. Provided that the Maintenance Assets shall be dealt with in accordance with the provisions of Article 21.2.
- (iv) the Facility Manager shall handover all hardware, machinery, equipment and all Intellectual Property relating to the SFMIS to Authority or its nominee along with all logs, records, manuals, reports prepared thereto.

22.3 Intellectual Property

22.3.1 Upon Termination, the Facility manager shall deliver and transfer relevant records, reports, Maintenance Manuals and Maintenance and Replacement Plan, together with an irrevocable license to all Intellectual Property therein, for the purposes of undertaking maintenance, repair, refurbishment, renovation or replacement of the Station Assets and/ or Station Project Utilities and the Station Area. For the avoidance of doubt, the Facility Manager represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for such purposes.

22.4 Liabilities to be borne by Authority as a result of termination prior to expiry of Term of SFMA

22.4.1 No liability (accrued or contingent) of the Facility Manager in relation to any Sub-License for the SFM Project on account of actions or inactions prior to the date of transfer of rights and obligations in terms of this Article 22 above shall be assumed or transferred to Authority or its nominee pursuant to vesting of the Station Area, Station Assets and Station Project Utilities with Authority. Authority at its own discretion may continue with any Sub-Licenses or discharge them without any financial liability on Authority.

22.4.2 Further, Authority at its sole discretion may continue with the Sub-Licenses. Where, Authority decides to discontinue any Sub-License, and requires the Licensees to vacate the relevant Licensable Station Areas, it shall refund the amount of Sub-License fees/ premium/ rentals paid for the un-availed period of Sub-License to the individual Licensee after carrying out an independent audit of such liabilities through a professional chartered accountant/ auditor.

Provided that any amounts paid by Authority to any such Licensees under this Article 22.4, shall be deducted from the termination payments made by Authority to the Facility Manager under Article 21, and in the insufficiency thereof, otherwise reimbursed by the Facility Manager.

22.5 Indemnity after Transfer

22.5.1 The Facility Manager agrees to indemnify and keep indemnified, Authority, the Railway Administration and their employees, officials, agents, representatives, and against all action proceedings, losses, damages, liabilities claims, costs and expenses which may be sustained or suffered by the Railway Administration, and/ or Authority as a result of any actions or omissions of the Facility Manager prior to the relevant Transfer Date.

22.6 Transfer Documentation

22.6.1 The Facility Manager shall, and shall cause all Sub-Contractors and Licensees to duly execute and give effect to such documentation as may be required to give effect to the surrender of the access / right of way to the Station Area, possession of the Station Assets and Station Project Utilities to Authority (and/ or its nominee), in accordance with the provisions of this Article 22.

22.7 Transfer Costs

22.7.1 Except as specified otherwise, all costs, expenses and all applicable taxes, duties, charges and levies (including applicable stamp duty and registration charges), as applicable, for the surrender of access to the Station Area, and possession of the Station Assets and Station Project Utilities consequent to the expiry and/ or termination of the SFM Agreement shall be borne by the Facility Manager. In the event of the failure of the Facility Manager to duly pay the said amounts, Authority shall be entitled to pay the same, and deduct such amounts from the termination payments required to be made by Authority to the Facility Manager under Article 21, and in the insufficiency thereof, otherwise require the Facility Manager to reimburse the same as a debt due.

22.8 **Vesting Certificate**

22.8.1 Upon the due completion of the transfer requirements pursuant to the foregoing terms of this Article 22, and the Station Area, Station Assets and Station Project Utilities are duly handed over to Authority (and/ or its nominee), then the parties shall duly execute a 'Vesting Certificate', in the form set forth in **Schedule 13** (*Vesting Certificate*), recording such due completion.

ARTICLE 23: DISPUTE RESOLUTION

- 23.1 The Parties agree that in case of any Dispute arising out of or in relation to this SFM Agreement, the Dispute Resolution provisions / mechanism provided under the Development Agreement shall apply. Provided however that matters for which provisions have been made in Article 4.5, Article 6.5, Article 14, Article 21, Article 22, Article 27 and Article 28 shall be deemed as Excepted Matters and the decision of Authority thereon shall be final and binding on the Facility Manager. Provided further that 'Excepted Matters' shall stand specifically excluded from the purview of the arbitration clause.

ARTICLE 24: GOVERNING LAW AND JURISDICTION

24.1 Governing Law & Jurisdiction

24.1.1 The SFM Agreement shall be governed by and construed in accordance with the laws of India and subject to Article 23 hereof, and Article 21.4, the Courts alone shall have exclusive jurisdiction on matters pertaining to or arising from the SFM Agreement.

Provided that, where the Parties, in respect of any arbitration proceedings commenced (or proposed to be commenced) hereunder, seek any interim relief under the provisions of Section 9 or Section 17 of the Arbitration and Conciliation Act, 1996, all such interim relief and any Dispute in relation thereto shall be subject to the jurisdiction of the Court only.

ARTICLE 25: COMPLIANCE TO REGULATIONS AND BYE-LAWS

25.1 Facility Manager's Obligation

25.1.1 The Facility Manager and the Sub-Contractors appointed or hired by the Facility Manager and the Licensees shall at all times during the Term of SFMA conform to the provisions of all Applicable Laws relating to the SFM Project and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected. The Facility Manager shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

ARTICLE 26: ILLEGAL GRATIFICATION

- 26.1 The Parties agree that the provisions relating to Illegal Gratification under the Development Agreement, shall also apply to the Station Facility Management Agreement.

ARTICLE 27: LIABILITY & INDEMNIFICATION

27.1 Liability in respect of the SFM Project

27.1.1 The Facility Manager shall be solely responsible for due implementation and execution of the SFM Project in accordance with the terms of the SFM Agreement and shall have the overall responsibility and liability with respect to the SFM Project and all Station Assets and Station Project Utilities located upon the Station Area. In no event shall Authority have any liability or be subject to any claim (notwithstanding any approval or acceptance thereof, by Authority, MOR and/ or Railway Administration, or on account of any provision in the Specifications) for any damages (including to person and property of third parties) arising out of the works and services towards facility management, and operation and maintenance of the Station Assets and Station Project Utilities, as undertaken by the Facility Manager pursuant to the SFM Agreement and any and all liability arising to Authority on account of the same, shall be to the account of the Facility Manager.

27.2 Deemed Knowledge and Disclaimer

27.2.1 The Facility Manager shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the SFM Project regardless of whatever risks, contingencies, circumstances and/ or hazards may be encountered (foreseen or not foreseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Facility Manager shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from Authority in respect of the SFM Project other than for those matters in respect of which express provision is made herein.

27.3 Indemnity

27.3.1 The Facility Manager agrees and undertakes that from the Effective Date and thereafter during the Term of SFMA and even after expiry of the Term of SFMA or upon the earlier termination of the SFM Agreement, it shall keep indemnified and

otherwise saved and harmless, Authority, the MOR and/ or Railway Administration, their agents and employees, their officers and authorised representatives from and against any and all claims, demands made against and/or loss caused and/or the damages suffered and/ or cost, charges/ expenses incurred or put to and/ or penalty levied and/ or any claim due to injury or death of any person, and/ or loss or damage caused or suffered to any property owned or belonging to Authority and/ or the MOR and/ or Railway Administration, their agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by the Facility Manager (or any personnel, agent, representative, or Sub-Contractors thereof), and/ or as a result of failure on the part of Facility Manager to perform any of its obligations under the SFM Agreement, and/ or on the Facility Manager committing breach of any of the terms and conditions of the SFM Agreement, and/ or on the failure of the Facility Manager to perform any of its statutory duty and/or obligations, and/ or failure or negligence on the part of Facility Manager to comply with any Applicable Laws or Applicable Permits, and/ or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party (including Licensees or Government Authority), and/ or as a result of any failure or negligence or default of the Facility Manager or the Sub-Contractors and/ or the Licensees and/or their invitees as the case may be, in connection with or arising out of the SFM Agreement or arising out of or in connection with Facility Manager's use and occupation of the Station Area or due to the non-performance by the Facility Manager of any of its obligations under the Sub-License with Licensees.

27.3.2 Notwithstanding anything to the contrary contained herein, in no event shall Authority, its officers, employees or agents be liable to indemnify the Facility Manager for any matter arising out of or in connection with the SFM Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by the Facility Manager.

27.4 Authority Limitation of Liability

27.4.1 [The Parties agree and acknowledge that the aggregate liability of Authority under the SFM Agreement, including in respect of any breach of default of the SFM Agreement shall not exceed the amount as specified in the SCSFMA (excluding all applicable Taxes, and any reimbursements of cost and expenses of Authority).]

27.5 Indemnity Bond

27.5.1 Without generality of the foregoing, the Facility manager shall also provide to Authority an indemnity bond in the format specified in **Schedule 15** (*Indemnity Bond*) on or prior to the Effective Date.

27.6 Survival

27.6.1 It is expressly understood by the Parties that this Article 27 shall survive the termination or expiry hereof.

ARTICLE 28: COMMUNICATIONS & SERVICE OF NOTICES

- 28.1 All notices, communications, reference and complaints made by Authority or the Nodal Officer, the Railway Administration or the Facility Manager or their representatives (including the Authorised Representatives) shall be in writing.
- 28.2 The Facility Manager shall furnish to the Nodal Officer the name, designation and address of his authorised agent whom all complaints, notices, communications and references shall be delivered.
- 28.3 All notices, communications, reference and complaints shall be sent through Registered Post, Speed Post or shall be delivered personally in hand and shall be deemed to have been (unless there is evidence that it has been received earlier) received within 3 (Three) business days of the same being sent through Registered Post, Speed Post or on the same day if delivered personally in hand during the normal business hours of the Party to whom such notice or communication is being delivered. In addition, the notice shall also be sent by facsimile and email.
- 28.4 All notices, requests, demands or other communication required or permitted to be given under the SFM Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, or transmitted by facsimile transmission or email to the other Parties at the address communicated by the Parties to each Party.

ARTICLE 29: AUDIT & ACCOUNTS

- 29.1 The Facility Manager agrees and undertakes that during the subsistence of the SFM Agreement, it shall maintain books of accounts in respect of the SFM Project recording all receipts including those on account of Station Revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said accounts shall, *inter-alia*, clearly reflect:
- 29.1.1 Licensee wise account of receipts and other Receivables;
 - 29.1.2 Account of all other receipts and receivables;
 - 29.1.3 Payment obligations towards contractors, Sub-Contractors, suppliers and all payments made;
 - 29.1.4 Application of debt funds; and
 - 29.1.5 Application of equity funds.
- 29.2 Authority shall have the right to inspect the records of the Facility Manager during office hours and require copies of relevant extracts of books of account, duly certified by auditors of the Facility Manager, which the Facility Manager shall be bound to provide to Authority .
- 29.3 The Facility Manager also agrees and undertakes that it shall within 30 (thirty) days of the close of each quarter of a Financial Year/Accounting Year, furnish to Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by companies listed on a stock exchange.
- 29.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 29, Authority and/ or MOR and/ or Railway Administration may appoint an independent auditor, which shall undertake an audit of the accounts of the Facility Manager. The Facility Manager shall provide all necessary assistance to the independent auditor, for purposes of such audit.

ARTICLE 30: TRANSFER OF JURISDICTION

30.1 Transfer of Jurisdiction

30.1.1 The Parties agree and acknowledge that:

- (i) If for any administrative or other reasons, the SFM Agreement is transferred from jurisdiction of Railway Administration/Authority to a new Railway Administration or other project authority, then the SFM Agreement shall, notwithstanding any things contained herein contrary thereto, be binding on the Facility Manager and new Railway Administration or project authority as the case may be, in the same manner and take effect in all respects as if the Facility Manager and the new Railway Administration or project authority had been parties thereto from the date of the SFM Agreement.

ARTICLE 31: MISCELLANEOUS

31.1 Agreement in Addition to the Development Agreement

31.1.1 This SFM Agreement is in addition to the Development Agreement executed between the Parties. This SFM Agreement shall not in any manner adversely affect the rights, interests and/or entitlements of the Authority or dilute in any manner the obligations and covenants of the Developer under the said Development Agreement.

31.2 No Waiver; Remedies

31.2.1 No failure on the part of any Party to exercise and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege.

31.2.2 Further, no such waiver of any provision of the SFM Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

31.3 Severance of Terms

31.3.1 If for any reasons whatsoever, any provisions of the SFM Agreement are declared to be void, invalid, unenforceable or illegal by any competent arbitral tribunal or court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the SFM Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavour in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

31.4 Language

31.4.1 All notices, certificates, correspondence or other communications under or in connection with the SFM Agreement, or the SFM Project shall be in English.

31.5 Counterparts

31.5.1 The SFM Agreement is made in 2 (two) original copies, each having the same contents and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses. All counterparts shall constitute one and the same Agreement.

31.6 Assignment

31.6.1 Save and except otherwise permitted by the SFM Agreement, the Facility Manager shall not assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under the SFM Agreement.

31.6.2 Authority shall have the unilateral right to assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities (including those relating to arbitration) under the SFM Agreement to any entity.

31.7 Costs and Expenses

31.7.1 Each Party shall bear its own costs (and expenses, including without limitation any fees payable to its advisors) in connection with the negotiation, preparation and execution of the SFM Agreement. Provided that all the Taxes including the stamp duty and registration charges, if any, with respect to the SFM Agreement shall be borne by the Facility Manager. The Parties expressly agree that it shall be the responsibility of the Facility Manager to comply with the requirements in relation to the registration of the SFM Agreement with any relevant Government Authority.

31.8 No Agency

31.8.1 The Parties agree that nothing in the SFM Agreement shall be in any manner, interpreted to constitute an agency or partnership for and on behalf of any other Party and the relationship between the Parties is as a principal to principal and on an arm's length basis. Except as otherwise expressly agreed to, nothing contained herein shall confer, on any Party, Authority to incur any obligation or liability on behalf of the other Party or bind the other.

31.9 Third Party Benefit

31.9.1 Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of the SFM Agreement or any part hereof.

31.10 Exclusion of Implied Warranties etc.

31.10.1 The SFM Agreement expressly excludes any warranty, representation, 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 any Party not contained in a binding legal agreement executed by the Parties.

31.11 Joint and Several Liability

31.11.1 The Selected Bidder and the Facility Manager shall be jointly and severally liable for the performance under the SFM Agreement.

31.12 Amendment & Waiver

31.12.1 In the event of any of the provisions of the SFM Agreement requiring to be modified after the SFM Agreement have been signed, all amendments, modifications and variations shall be made in writing and signed by Authority and the Facility Manager. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the SFM Agreement or any of the terms thereof shall be deemed invalid and shall not be binding on Authority unless and until the same is incorporated in a formal instrument and signed by Authority and the Facility Manager.

SCHEDULE 1

STATION AREA⁶

(Under Article 1.1.69)

Schedule 1A: Station Area

1. Location Map and site plan of the [proposed] railway station and allied areas i.e. Station Area; - **as stated under Schedule 1A Station Development Land of Development Agreement**

Schedule 1B: Structures, Utilities, Encroachments and Encumbrances – as stated under Schedule 1E ‘Structures, Utilities, Encroachments and Encumbrances’ of Development Agreement

Schedule 1C: Summary Table

<i>S. No.</i>	<i>Description</i>	<i>Zone Marked on the Plan</i>	<i>Approximate area (m²)</i>
A	Station Area	Zone []	
B	Station Area relating to Excluded Activities		
C	Restricted area		
E	Encroachment area		
F	Encumbrance area		
G	Site for establishment of Authority s/ Facility Manager’s offices and temporary work areas		

Schedule 1D: Master Plan

Note: *Copy of Master Plan with relevant markings to be enclosed, identifying the Station Area, and the portion relating to the Excluded Activities.*

Note:

1. *Station Area shall, include all developed/ redeveloped portions of the Station, under the station development component of works undertaken pursuant to the Development Agreement in respect of the Station at which such Station Area subsists.*
2. *The Station Area shall at all times, exclude any commercial/ real estate development in respect of the air space above, or any land abutting/ adjoining, the Station (i.e. the commercial development components of the works), as also any redevelopment components of work, as undertaken pursuant to the Development Agreement in respect of the Station.*

⁶ Note: Schedule to be harmonized with the schedule for the Development Agreement, for all instances where the Development/ Redevelopment of the Station under the Development Agreement is underway during the tenure of the Station Facility Management Agreement.

SCHEDULE 2
SCOPE OF SFM PROJECT⁷
(Under Article 2)

Undertaking the Facility Management, operation, maintenance and repair (including replacement) of the Station Assets and Station Project Utilities in the designated Station Area is part of obligation of the Selected Bidder/Developer. The Selected Bidder/Developer has to carry out operations, maintenance and replacement of goods and services in a form and manner which should include adherence and achievement of desired Station Service Level Standards as set out in detail under Schedule 3 of the SFM Agreement.

Contents of the Schedule 2 as given ahead provides details related to the Scope of the SFM Project related to Operations , Maintenance & Replacement obligations of the Station Area to be carried out by Selected Bidder/Developer in terms of the SFM Agreement. The Station Facility Manager shall undertake maintenance of Station Assets and Station Area and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of Station Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

Station Facility Manager shall, within 6 (six) months from the date of issue of the Completion Certificate for the Station Development Project, achieve and thereafter maintain throughout the Term of SFMA an ISO 9001:2008 certification or a substitute thereof for all the facilities at the Station Development Project, and shall provide a certified copy thereof to Authority forthwith.

⁷ This schedule should set out the entire scope of the facility management works, and operation requirements thereof and include each technical aspect and activity that is to be undertaken by the Facility Manager. The aforesaid list is indicative and for guidance purposes. The actual scope should be prepared for each Station depending on the specific requirements of such Station

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1 Introduction

1.1 PURPOSE

Authority intends to develop/ redevelop the railways stations on the Indian Railways network located at various locations in India on a PPP basis. As part of the responsibilities for development/redevelopment of the Station, the Selected Bidder/ Developer is also responsible for providing the certain services as Station Facility Manager (the person undertaking the Station Facility Management, pursuant to the Station Facility Management Agreement) related to operation & maintenance in the Station Area. These shall as be as per the Maintenance and Replacement Plan prepared in consistent with the requirements of the SFM Agreement by the Facility Manager and approved by [Authority](#) for maintenance and replacement of Station Assets and Station Project Utilities relating to the Station,

An indicative list of works and services associated with this as Scope of SFM Project under Schedule 2 of Station Facility Management Agreement is enumerated below:

- i. Housekeeping
- ii. Landscaping maintenance
- iii. Garbage collection, segregation and disposal, solid waste management
- iv. Reporting(Record of Activity)
- v. Other services(Pest and Rodent Control, Disinfection, Help desk Management, facilities for differently abled people)
- vi. Installation, Operation & Maintenance of Equipment and facilities as per Joint Inventory
- vii. Parking (as per areas specified in the contract agreement)
- viii. Advertisement [outside the Rail Display Network Area](#) (as per areas specified in the contract agreement)
- ix. Retail (as per areas specified in the contract agreement)
- x. Repair and Maintenance of” Station Assets” as buildings, Platforms and its shelter, Roads, Parking area, subways etc.
- xi. Provision of Waste Water collection, treatment and disposal system and its maintenance
- xii. Water supply system and its Network
- xiii. The Repair & Maintenance of the Electrical Substation & power supply system

In addition to the above the Station Facility Manager will also be responsible for payment of all the usage charges relating to Electricity, Water required for the smooth operations of the Station area handed over to him and any other taxes and charges in relation to station operations.

Further, Station Facility Manager shall, within 6 (six) months from the date of issue of the Completion Certificate for the Station Development Project, achieve and thereafter maintain

throughout the Term of SFMA an ISO 9001:2000 certification or a substitute thereof for all the facilities at the Station Development Project, and shall provide a certified copy thereof to Authority forthwith

2 System Description

2.1 KEY FEATURES

On being handed over the Station Area the Facility Manager will be responsible to ensure optimum level of operations in the Station Area, ensuring that minimum inconvenience is caused to the travelers and the Railway personnel using the Station Area during development/ post completion of the development/ redevelopment work for the Term of SFMA.

The Facility Manager shall be responsible for performing his obligations under the SFM Agreement irrespective of the fines being imposed by the Railway Administration on defaulters under the provisions of The Railways Act, 1989. The Facility Manager is expected to pursue the Zonal Railway and other statutory authorities for imposition of specified penal provisions as and when required.

2.2 INVENTORY

The Station Facility Manager shall be responsible for maintaining & updating information describing the inventory of the various furniture & fixtures including electrical lightings, fans, coolers, ACs, sanitary fittings, lifts, escalators etc available at the station building at the time of handover from Authority .

2.3 ENVIRONMENT

- i. The deployment of staff for services as detailed in the preceding sections, shall be biometrically recorded and access to the digital data shall be provided to the Nodal Officer of Authority for real time super checks.
- ii. The Station Facility Manager shall provide a Method Statement of providing the services at the beginning of the contract and shall get it approved from Nodal Officer of Authority. The Method Statement shall be got approved annually as well from the Nodal Officer and as and when the circumstances require a change in working methodology. The Method Statement shall be prepared as per the best practices of the industry, shall be sufficiently detailed in nature covering the details of the technology/products/consumables/machinery/man-power etc, shall comply with the laws of the land and include the emergency response mechanisms and back-up plans for delivering the services as required without discontinuity.
- iii. The repair/rectifications of defects and deficiencies shall not exceed the period mentioned in Schedule 3 of the SFM Agreement. The Station Facility Manager has to ensure that the services disruptions are restored back to normal operations in time.

- iv. The Station Facility Manager shall submit the indemnity forms as per Annexure 3 to Schedule 2.
- v. The Station Facility Manager shall establish an office at the Station Area in consultation with the Nodal Officer for planning, co-ordination and monitoring the progress of the operations & maintenance and intimate the same in writing to Nodal officer. In addition, the Station Facility Manager may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork related to operations & maintenance at his own cost.
- vi. All works and services shall be carried out without unreasonable noise and disturbance. The Station Facility Manager shall indemnify and keep indemnified the Authority from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

3 Brief Description of services

The various services to be provided by the Station Facility Manager in the Station Area are enumerated below.

3.1 HOUSEKEEPING

Housekeeping services include various services such as cleaning/ janitorial services, and emergency services. Essential resources such as manpower, tools, equipment, machines, stores, replaceable items and consumables etc., shall be made available by the Station Facility Manager for efficient discharge of such services.

All furniture, fixtures, lightings, sanitary fittings, other electrical appliances and gadgets as per joint inventory shall be maintained by Station Facility Manager.

Linen and its washing shall be arranged by Station Facility Manager. Neat and clean linen shall be provided at all time. Consumables such as towels, soap, pillows including all small items etc. shall be arranged.

3.2 LANDSCAPING MAINTENANCE

The work to be performed primarily includes maintenance of all common areas including slopes, lawns, flowerbeds and pathways. Station Facility Manager shall deploy all necessary labour, consumables, plants/seeds/saplings, supervision, equipment, tools, transportation, permits in his performance of these services. Facility manager shall perform maintenance in accordance with the best practices.

3.3 GARBAGE MANAGEMENT

All garbage generated from the Station Areas shall be collected by the Station Facility Manager on regular basis to upkeep the hygiene as per best practices. The garbage disposal

process shall be carried in a manner, in line with the Municipal Solid Waste (Management & Handling) Rules, 2000 (MSW Rules) and its amendments or a new act issued thereof.

To perform these activities Station Facility Manager shall deploy necessary manpower, tools, equipment, machines, stores consumables etc.

The meaning of Garbage shall cover all forms of waste other than hazardous chemicals/ materials and radioactive wastes, save and except:

- (i) Hazardous chemicals/ materials generated as course of the activities of the Facility Manager/ Authority , or brought onto the Station Area by the Facility Manager/ Authority;
- (ii) Rolling Stock fluids/ fuels which shall continue to be the responsibility of Authority and the Facility Manager.

For the purpose of rag picking along the tracks, the area to be covered by the Facility Manager may exceed the Station area as indicated in Schedule 1 under the Station Facility Management Agreement and may cover the track area between the Home Signals of Railway Station and to be undertaken as per the provisions of the SFM Agreement.

Rag picking shall be carried out atleast [once/twice]⁸ in each shift of [*insert hours*] hours. The Facility Manager shall include the frequency and methodology for the same in the Maintenance Manual/Method Statement to be prepared by it

3.4 REPORTING

Station Facility Manager shall use a Station Facility Management Information System (SFMIS) to keep record of all activities being carried out for efficient functioning of the Railway Station and shall at periodical intervals furnish a status report to Authority. A robust information system/ framework shall be put in place for an effective reporting and communication between all stake holders. The SFMIS shall be obtained from a service provider approved by Authority, and the Station Facility Manager shall be required to procure from such service provider all necessary operational and maintenance staff, and necessary hardware/ software for the purposes of the SFMIS to carry out the reporting activities.

3.5 MISCELLANEOUS

3.5.1 Installation, Operations & maintenance of Equipment

Station Facility Manager shall operate and maintain all equipment and installations including replacements as per Joint Inventory within the Station Area for smooth functioning of the railway station.

All major equipment and installations shall be maintained through Annual Maintenance Contracts (AMC), with the original equipment manufacturer (OEM), outlining regular check-ups and routine work to regulate the performance and quality output. Station Facility Manager is responsible for entering into such AMCs for an efficient upkeep of the equipment

⁸ To be decided by the Authority.

and installations. Station Facility Manager will indemnify the Railways that all the machines and equipment will remain functional during the contractual period.

3.5.2 Parking

Both surface and underground parking identified jointly by Authority & the Station Facility Manager, shall be maintained by the Station Facility Manager.

3.5.3 Pest & Rodent Control

Station Facility Manager shall be responsible for developing a comprehensive and integrated Pest & Rodent Control programme for the station areas. As a principle, all services shall be so designed as to create minimum pest nuisance and also provide proper disinfection to Station Area. All detection and control mechanisms shall be dynamic in nature so as to embrace the latest environment friendly materials and procedures to affect the pest and rodent control. The Station Facility Manager shall put in place all the necessary resources to effectively discharge of his duties.

3.5.4 Help desk management

All issues pertaining to the services being provided by the Station Facility Manager shall be centrally reported to the helpdesk. Information may be in the form of phone calls, written complaints and suggestions. Station Facility Manager shall provide robust infrastructure and systems along with required manpower to support and resolve all concerns. The Facility Manager shall have an IT based system of carrying out passenger satisfaction survey at the beginning of the SFM Agreement and then periodically thereafter.

3.5.5 Facilities for Differently Abled people

All facilities created for differently abled people for ease of access and use of the facilities as may be prescribed shall be maintained by the Station Facility Manager. The maintenance shall include but not limited to the access ramps for handicapped, wheel chairs, and attendants for wheel chairs, battery powered carts, tactile paving for visually challenged persons in public areas. All required material, manpower etc., shall be provided by the Station Facility Manager for the efficient discharge of the services.

3.5.6 Advertisement

The rights for advertisements at spaces other than Rail Display Network Area in terms of the SFM Agreement will vest with the Station Facility Manager.

The Facility Manager shall directly deal with the advertisers, recognized agents or otherwise, wishing to advertise and shall be solely responsible and liable for any and all claims, demands, Liabilities etc., of any nature whatsoever, including but not limited to any commission etc. from such advertisers, agents etc. The Authority shall

not be liable or / responsible for any claim, demand, Liability etc. in this regard in any manner.

3.5.7 Retail

Space surplus to Railway requirement in station building shall as identified by Railways and allotted to Retailers by Station Facility Manager as per terms and condition of the Station Facility Management Agreement. No retailers are allowed to occupy extra space otherwise a suitable fine as deemed fit will be imposed upon them.

3.5.8 Repair and Maintenance of “Station Assets” as buildings, PF’s and its shelter, Roads, Parking area, subways etc.

Repair and maintenance of station assets and interface areas excluding commercial area shall be carried out by Station Facility Manager including all labour and material. Repair and maintenance shall be carried out as per the approved Maintenance and Replacement Plan to the satisfaction of Authority including the annual audit of compliances.

3.5.9 Provision of Waste Water collection, treatment and disposal system and its maintenance

Regular operation and maintenance of waste water collection, treatment and disposal system shall be carried out by Station Facility Manager including all incidental spare parts whenever required.

3.5.10 Water Supply system and its Network

Repair and maintenance of Water Treatment Plant, if any and the water supply network shall be done by Station Facility Manager as per schedule given by OEM or as per the Method Statement. The Facility Manager is required to supply water for the Coach Watering Facilities of the Railways at pressure and volume required by the Railway Administration. The water so given shall be metered separately and the Railway Administration shall be charged on cost basis.

3.5.11 Repair and Maintenance of Electrical substation and Power supply system

Repair and maintenance of sub-station, electrical/air conditioning installation shall be carried out by Station Facility Manager including all Solar system provided on station Building shall be maintained by Facility Manager including consumables and fuels. It shall be maintained as per manual/guidelines framed by original Equipment manufacturer (OEM). If a new electrical substation for the Station Development Project is provided by the Developer, it shall be maintained by the Facility Manager during the Term of SFMA, however if the existing is upgraded by the Developer and handed over to Railway Administration, the same shall be maintained by the Railway Administration.

3.6 ELECTRICITY, WATER & SIMILAR MUNICIPAL/ LOCAL AUTHORITY CHARGES

The Station Facility Manager will be responsible for payment of the usage charges of Electricity, water required for smooth operations of the Station area. In addition the Station Facility manager will also be responsible for payment of any other charges viz. sewer and any other municipality/ local authority charges for the station operations.

3.7 REVISION/ UPDATE OF STATION OPERATION & MAINTENANCE MANUAL

It will be the responsibility of the Station Facility Manager to review this scope of services document on a regular basis at appropriate intervals or as and when required in light of the development works being undertaken/ finished. Based on the review, the Station Facility Manager will suggest the changes required to Authority to ensure optimum operations at the best in class service standards. Authority based on comments received from will take final decision on the comments to be incorporated.

3.8 EMERGENCY RESPONSE PLAN

The Station Facility Manager shall also prepare an emergency response plan that details the role the station staff in responding to various types of emergency conditions as defined in the plan. The plan will comply with the latest standards and codes of earthquake, disaster climate conditions and the like depending on the geographical location of the station. This emergency response plan shall be separate and distinct from the stations fire and life safety plan than shall comply with the life safety codes and standards and coordinated with local fire-fighting authorities.

DETAILED DESCRIPTION OF THE SCOPE OF SERVICES

4 Housekeeping

Under the head of housekeeping the Station Facility Manager will have the following but not limited to, obligations:

4.1 ACTIVITIES & SCOPE OF WORK

The Station Facility Manager shall execute Mechanized Cleaning and house keeping works with suitable, uniformed and well trained personnel, using modern equipment, machinery, eco- friendly chemicals and having requisite protection gears for the following works in station area.

Cleaning and housekeeping Works consisting of: -

- i. Cleaning of Floor areas, Vertical finishes, Roof arches, Roof ceilings, Glass areas, Doors, windows, Rolling shutters, Railings, False ceilings, False floorings, Bitumen surfaces, Pavements, Kerb stones, walls, Pillars, Hand rails, Mirrors, Ceramic / concrete Jalli etc. of the following areas: -

- a. Concourse,
 - b. Platform/Overbridges to access Platforms
 - c. Passages
 - d. Circulating area
 - e. Pavement
 - f. Roads
 - g. All rooms including rest rooms/waiting rooms/ first aid-center/porters room/cloak rooms/ dormitories and other areas including corridors.
 - h. Stair cases/Elevators/Lifts
 - i. Bath rooms and Toilets
 - j. Parking Area
- ii. Cleaning and washing of Track plinths within the station
 - iii. Cleaning of overhead water tank.
 - iv. Sanitation of bathrooms and Toilets including supply of necessary items.
 - v. Minor plumbing in the entire station area.
 - vi. Cleaning & Attention of all the Drains available in the station area.
 - vii. Pest control, Mosquito control & Rodent control of the entire station area including all rooms.
 - viii. Cleaning of lighting Fixtures & Accessories
 - ix. Cleaning of Fans
 - x. Cleaning of D.G sets & connected equipment
 - xi. Cleaning of Air conditioners
 - xii. Cleaning of Lifts
 - xiii. Cleaning of Escalators
 - xiv. Cleaning of portable fire extinguishers/Smoke detectors/ Fire detectors
 - xv. Cleaning of Telephones sets & accessories
 - xvi. Cleaning of Computers and accessories
 - xvii. Cleaning of Signage boards/Notice boards
 - xviii. Cleaning of furniture provided in all rooms/offices
 - xix. Cleaning of Office equipment
 - xx. Cleaning of Fire Hydrants, Fire Panels, All type of pipes, Valves etc.
 - xxi. Cleaning of All Switch Boards, Panel Boards.
 - xxii. Cleaning of Security equipment like Metal detectors, X-ray machines etc.
 - xxiii. Cleaning of Automatic Hand Driers, Liquid Soap Dispensers etc.

The Cleaning & Housekeeping works are to be carried out as per the International norms/standards and in such a manner that all premises look neat & clean. Eco friendly chemicals /Reagents to the extent possible shall be used. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment, as per the best industry practices and in compliance with all the local/ national statutory requirements for the same. In addition the Station Facility Manager is required to confirm to Authority requirement for a Mechanized type of Cleaning.

4.2 SPECIFICATIONS

4.2.1 Cleaning of Architectural works

- 4.2.1.1 Floor concourse, Platforms including overbridges, passage, parking & circulating area – Different type of floors provided for concourse, platform, passage, parking and circulating area at station shall be kept in neat & tidy condition by using wet & dry cleaning method with adequate trained personnel, machines, & equipment. The Eco friendly disinfectants detergents / liquids shall be used. The machines/ equipment & disinfectants detergents / liquids should not destroy the surface of flooring. Cleaning & Housekeeping operations should not cause any damage to the building, equipment, personnel etc. The necessary safety signage board should be used to avoid any accident. The cleaning area should be kept in neat & tidy condition. While cleaning it is to be ensured that no damage shall occur to flooring carpet and equipment provided in the rooms.
- 4.2.1.2 Picking up of rags and rubbish from the track and platforms as soon as the train departs or as soon as it is noticed.
- 4.2.1.3 Different type of floors area in all rooms of station building – Different types of flooring including skirting/dado provided in different rooms of station building to be cleaned as per the frequency by using wet & dry cleaning method with adequate trained personnel, machines & equipment.
- 4.2.1.4 Cleaning of different type of finishing work to wall, pillars etc. – Different type of finishes like mosaic tile, mridultiels, granite stone, washed stone grit plaster, acrylic polyurethane enamel paint on wood or metal works etc. shall be cleaned as per frequency given in the schedule of work or as prescribd in works manual by using wet & dry cleaning method with specified & cleaning equipment.
- 4.2.1.5 Cleaning of all doors/windows frames & shutters – Deferent type of paneled or glazed doors/windows like wooden, Aluminium, Galvanized steel sheet doors, fire rated doors etc. shall be cleaned by suitable (wet & dry or both) cleaning method as per frequency given in the schedule of work or as prescribd in works manual. No scratches or damages shall be occurring on the surface being cleaned.
- 4.2.1.6 Cleaning of all equipment / screens installed in Rail Display Network Area, and cleaning of Glasses fixed to the station building, doors, windows, Tickets counters etc. – The Glass surface shall be cleaned gently with wet/dry cleaning method as per frequency given in the schedule of work or as prescribed in works manual. While cleaning the high raised glass surface proper care should be taken so that no crack/breakage occur. Suitable detergent/reagent is to be used for cleaning.
- 4.2.1.7 Cleaning of all stainless steel/ mild steel/ PVC hand rails. – Stainless steel/mid steel/ PVC railing provided to the stair cases/balconies etc. are to cleaned along with the balusters by wet / dry cleaning method. While cleaning no damage shall occur to cleaning surface.
- 4.2.1.8 Cleaning of Rolling shutters – Various size of rolling shutters provided in the station are required to be cleaned by using suitable methods & trained personnel. The

colour of the cleaned surface & lubrication material like grease, oil etc. should not deteriorate while cleaning.

- 4.2.1.8.1 Cleaning of suspended ceiling: -This activity should be carried out with due care, no commuters or other personnel should be affected.
- 4.2.1.8.2 Cleaning of PF's roof ceiling and its fixtures above and below – The platform roof ceiling provided with different type of roof sheets on the steel tubular truss etc. is to be cleaned by using suitable method with adequate trained personnel and cleaning equipment. The Facility Manager shall take adequate care so that no accident occurs & cleaning operation does not cause any damage. The Station Facility Manager shall make necessary arrangement to clean elevated surface with due safety precautions. The roof ceiling cleaning in the platform area to be carried out as per the frequencies mentioned duly availing the shadow power block & Permit to work from operation staff.
- 4.2.1.8.3 The Platform area is also having 25000 Volts AC Traction overhead equipment. Cleaning in such areas would need special permits to be issued by the authorized representative of the Railway, without which cleaning should not be carried out. The cleaning of such areas will have to be done only after obtaining the Permit to Work (PTW) from station controller. It is the responsibility of the facility manager to take all precautionary measures while working in the vicinity of High Voltage Lines and the railway tracks.
- 4.2.1.8.4 Cleaning of Kerb stones – Kerb stones wherever provided should be cleaned by suitable method. It should be ensure that no fungus formation/stain to be developed on the exposed surface of stone. The fluorescent sticker fixed / paint applied to the kerb stone should not be deteriorated while cleaning. No fungus/seepage in any parts of the building is to be allowed beyond reasonable time.
- 4.2.1.9 Cleaning & maintenance of all lighting fixtures and Accessories – All type of lighting fixtures (in door as well as Outdoor) provided at various locations of station are to be suitable cleaned with affecting the Fixtures & its accessories and without causing and damages to them. The frequency of attention shall be as per the scope of work.

The lighting fixtures along with accessories like bulbs, covers, tube lights etc. are to be carefully cleaned by trained personnel.

Special precautions to be taken for cleaning of Lighting Fixtures which are provided in platforms, platforms ceiling arches etc. which are in the close vicinity of 25000V AC system. Cleaning of lighting fixtures along & accessories to be carried out as per frequencies mentioned duly availing the shadow power block & permit to work from operations staff.

- 4.2.1.9.1 Cleaning of all fans, desert coolers etc. – All type of fans provided in various locations of station are to be cleaned as per the frequency given in scheduled of work and Method Statement approved by Authority. No stains or impressions should

remain on fan body & fan blades. While cleaning fastening which supports the ceiling fans, it should be ensured that none of them should get loosened.

4.2.1.9.2 Cleaning of all DG Sets & Connected equipment – The DG sets, connected panels, battery chargers, fuel tanks, oil barrels etc. are to be cleaned by using a suitable method. DG set room contains flammable items therefore extra care needs to be taken. The cleaning frequency shall be as per scheduled of work.

4.2.1.9.3 Cleaning of all Air – Conditioners – All type Air-conditioners like window type, split type, package type etc. are to be cleaned by using suitable cleaning methods as per frequency given in schedule of work. All safety precautions need to be taken while cleaning Electrical equipment only outer body of equipment along with louver etc. are to be cleaned.

4.2.1.9.4 Cleaning of equipment in Telecommunication Room – All equipment available in Telecommunications Room & station premises are to be cleaned. The Telecommunication equipment includes the following :-

- a. All Type of passenger Information Display system equipment.
- b. All type of CCTV equipment.
- c. All type of Master Clock equipment.
- d. All type of fibre optics equipment.
- e. All type of Telephone & other communication equipment.

The cleaning of Telecommunication equipment shall be done very carefully. The cleaning of Telecommunication equipment would need special permit to be given by the authorized representative of the Railway.

4.2.1.9.5 Cleaning of All Automatic Fare collection equipment – All automatic fare collection equipment shall be cleaned very carefully by using suitable cleaning method. All safety precautions need to be taken. The cleaning of automatic fare collection equipment would need special permission to be given by the authorized representative of the Railway. The automatic fare collection equipment include station computer, AFC panels, all type of gates ticketing machines, power supply equipment, ticket readers etc.

4.2.1.9.6 Cleaning of all equipment available in station control Room, Booking office, Excess fare office:- All equipment, panel etc. available in these room ate to be cleaned by using suitable cleaning method dully taking all necessary precautions under the supervision of the Railway official who is in-charge of the respective room.

4.2.1.9.7 Cleaning of all equipment available in pump House – The different types of equipment like pump, motor, transformer, starters etc. all are to be cleaned by suitable method & equipment. No operational service should be disrupted due to cleaning operation. While cleaning, safety has to be ensured by the cleaning personnel. Any accident if occurs, shall be the sole responsibility of the Facility Manager. No equipment should be damaged due to cleaning.

4.2.1.9.8 Cleaning of Lifts –All the lifts including the lift room meant for passengers is to be cleaned. The floor, walls electric fan & light fittings are to be cleaned. The switch panels inside the lift room & outside the lift room are also to be cleaned including

indication panel and communication equipment. Similarly, lift door inside & outside are to be cleaned. All safety precautions are to be taken while cleaning the lifts.

- 4.2.1.9.9 Cleaning of Escalators – All escalators are to be carefully cleaned. The cleaning may need special cleaning procedure to be followed, which is to be given by the Escalator manufacturer. If manufacturer does not give any cleaning procedure, then the Facility Manager has to propose a suitable cleaning procedure, which will have to be approved by the Authority. The escalators steps, balustrade and other item as permitted by the authorized representative of the Authority alone one are to be carefully clean. The cleaning should not cause any damage to the escalators.
- 4.2.1.9.10 Cleaning of butterfly valves / landing valves / Internal hydrants, Piping of all Type – All type of valves provided for fire fighting pipe lines are to be carried out as per frequency given in the schedule of work by dry and wet cleaning method. It should be ensured that no dust should be accumulated on the valves. The exposed surface of the pipe shall also be cleaned and kept in neat condition always.
- 4.2.1.9.11 Cleaning of cable trays, cable trench, cover etc.- All type of cable trays, cable trenches, cover etc. are to be cleaned by using suitable cleaning method.
- 4.2.1.9.12 Cleaning of telephones sets and accessories – Telephone instruments provided in all the rooms of station building are to be cleaned by suitable method. Telephone instrument should not be affected due to cleaning operations.
- 4.2.1.9.13 Cleaning of computers and accessories – Computers and accessories like CPU, UPS, Printer, keyboard, monitor etc are to be cleaned as per frequency given in the schedule of work. No data should be deleted or functioning of computer withheld due to cleaning operation.
- 4.2.1.10 Cleaning of signage, boards/notice boards – Different types of signage boards/notice boards etc provided in station building/any other premises are to be cleaned as per frequency given in the schedule of work or as prescribed in works manual by suitable method. The said boards are to be cleaned always.
- 4.2.1.11 Cleaning of furniture provided in all rooms/ offices – The different types of furniture provided in all rooms/ offices of station building are to be cleaned as per frequency given in the schedule of work or as prescribed in works manual by suitable method.
- Notwithstanding any provision under the SFM Agreement, the Facility Manager shall repair and maintain all the furniture provided in the Buildings in the Station area
- 4.2.1.12 Cleaning of office equipment – Different type of office equipment like Almirah, Book shelves, racks etc. are to be cleaned as per frequency given in schedule of work or as prescribed in works manual.
- 4.2.1.13 Supply and cleaning of dustbins
- a. The Station Facility Manager shall supply adequate number of small and big size dustbins with the approval of Authority.
 - b. Samples to be approved by Authority
 - c. Each service room shall be provided with one or more dustbins of small size.

- d. Dustbins are to be kept in neat and clean manner and shall be cleaned as per the requirement on a daily basis.
 - e. Adequate number of spare dustbins shall be kept to replace damaged/ dirty dustbins.
 - f. Big size dustbins shall be provided in adequate number with disposable plastic cover inside to finally collect the waste/garbage. These dustbins shall be provided with a disposable plastic cover in side. Such dustbins should be sealed and be emptied in the nominated location. The dustbins to be transported in sealed condition only.
- 4.2.1.14 Cleaning and sanitation of Bathrooms & Toilet – The bathrooms and toilets provided in the station premises are to be cleaned and to be kept neat and in hygienic condition. Necessary disinfectant is to be used for cleaning of toilets/urinals/wash basins and flooring. Liquid soap, toilet tissues, odozoires etc. to be provided on consumables basis as and when required at the cost of Station Facility Manager. These items should be made available in the adequate quantity at various place in the bath rooms and toilets etc.
- 4.2.1.14.1 The blockage in the sewage / water supply pipes shall be attended immediately. The water leakage in pipe fitting i.e. taps, bends, valves etc. to be attended immediately. The blockage / leakage or any type of attention required for sanitary fitting like wash basins, cisterns, W.C. pans etc. to be made immediately. The washbasin, cisterns etc if overflow due to blockage or due to any defect in the fitting should be attended immediately. The overflow in water tank shall be attended immediately. Facility Manager should take care about no water stagnation in the station premises due to leakage of pipes / overflows and spillage of water and / or any other liquid.
- 4.2.1.14.2 Housekeeping agency shall be fully responsible for any loss, theft or missing of all the sanitary and water supply fittings installation and equipment in toilets at Railway station. Any damaged/loss of fittings shall be made good within 24 hrs failing which suitable damages will be imposed. The toilet in housekeeping possession should be kept clean & in hygienic condition and swept every 3 hrs.
- 4.2.1.15 Cleaning & maintenance of all High mast lights
- 4.2.1.16 Fire Fighting equipment –
- i. Maintenance & cleaning, periodical refilling of all firefighting equipment available in the offices and display at the station. No operational service should be disrupted due to cleaning operation. While cleaning, the safety has to be ensured.
 - ii. The portable fire extinguishers, smoke detectors, fire detector wherever available in the station building area are to be kept in neat condition. The fire extinguishers will be checked once every 3 months for powder checking etc.
- 4.2.1.17 Removal / Disposal of Garbage/debris/waste – The collected garbage/debris/waste shall be disposed off at an approved location of the Municipal Corporation of the concerned Railway Station in closed condition without causing inconvenience to

anybody. The Station Facility Manager shall submit necessary procedure for removal/disposal of garbage/debris/waste for approval. The garbage/debris/waste may be required to be disposed several times in a day.

4.2.1.18 Cleaning & washing of Track plinth in the platform – By using adequate trained personnel & equipment/machineries, the Station Facility Manager shall clean track bed structure with in the station for all the running lines. Washing of track plinth should be done with suitable method as per the frequency prescribed. Cleaning of concrete aprons of the tracks with high pressure water jets for immediate disposal of the direct discharge of human waste from coaches and other garbage/muck left behind by departing trains. This should be followed by immediate cleaning of the drain to maintain free flow of water. While cleaning proper care should be taken so that no accident occurs. Any accident if occurs, shall be the sole responsibility of the Station Facility Manager. Track bed structure should not be destroyed while cleaning. While cleaning lubricant material, which is applied to the track fastenings, should not be affected, The cleaning work shall be done in safe manner, so that existing track arrangement, other traction E & M, signalling, communication equipment provided near the track shall not get disturbed.

4.2.1.19 Cleaning of Drainage system of entire station premises – The drains provided at different locations i.e. PF's, sub-surface drains along with service roads, parking areas etc. shall be cleaned regularly and it is to be ensured that no blockage of water should occur. If any blockage occurs it should be removed immediately and disposed off to the locations duly approved by the local administrations. While cleaning proper care should be taken to avoid any accident. While cleaning the PF's area, suitable methods with adequate trained personnel and cleaning equipment should be adopted so that no accident occurs and cleaning operation does not cause any damage or inconvenience. Similarly while removing the cover slabs proper care should be taken so that no cover slabs should be broken and the cover slab should be put back after the completion of cleaning work.

4.2.1.20 Cleaning of Overhead tank/underground water tanks – The over tank/underground water tanks provided in the station area shall be cleaned with suitable cleaning agents and fresh water. Necessary arrangements shall be made to empty the water from the underground water tank. The cleaning of water tank shall be done with the prior approval of authorized representative. No residual of cleaning agents should be left in the water tank after completion of cleaning.

4.2.2 Hours of Service

Cleaning/ janitorial services are to be provided on (24 X 7 X 365) basis as per the frequencies agreed upon in the Method Statement. Twenty four hour emergency service shall be made available throughout the year, irrespective of daily schedules.

- 4.2.2.1 All cleaning and housekeeping operations should be carried out as per the Schedule of work or as prescribed in works manual, as per special conditions of contracts & as per the specification.
- 4.2.2.2 All major Cleaning and Housekeeping activities should be completed during Non-operational hours of the stations. In day shifts cleaning and housekeeping activities should be carried out as per shift wise and it should be carried out as per schedule of work or as prescribed in works manual and as & when required.
- 4.2.2.3 The Cleaning and Housekeeping works in the stations are to be carried out with special care during commercial hours in such a manner that it does not affect the movement of passengers, does not cause any accident to the personnel & passengers & in a manner that all areas in the station always gives a perfect clean work.

The tentative shift timings of stations are as follows: -

- a. 22.00 hrs. to 06.00 hrs.
- b. 06.00 hrs. to 14.00 hrs.
- c. 14.00 hrs. to 22.00 hrs.
- d. 8.00hrs to 17.00 hrs –General shift

4.2.3 Manpower Requirements

Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Station Facility Manager. Adequate and periodic training of staff especially any specific requirements for this building (e.g.: Jali cleaning, roof cleaning, etc.) shall be complied with.

Minimum No. of Personnel to be deployed for the Cleaning & Housekeeping Activities

Sl.No.	Category	Min No of Personnel	Min No of Personnel proposed to be deployed (Per Day)*	Educational qualification	Relevant years of Experience in Cleaning & House keeping
1	Team leader	[1]			
2	Manager	[1]			
2	Supervisor	[1]			

3	Housekeeper	[Morning-9 Evening-7 Night-9[
4	Plumber	[1 (look after all the O&M requirement)]			
5	Helper	[2 (To assist plumber)]			
6	Electrician	[1 (look after all the O&M requirement)]			
7	Helper	[2 (To assist electrician)]			

- To be filled up based on the location/ Station

The major work will be carried out in night shift with specified machinery and required manpower and chemicals

NOTE: -

- No Deviation in the Deployment of minimum number of personnel for Cleaning and Housekeeping works shall be acceptable.
- In order to achieve a high standard of cleaning & Housekeeping, if required, more number of personnel than the minimum number of personnel as mentioned above can be deployed. The Deployment of personnel shall never be less than the minimum number of personnel to be deployed as mentioned above.
- The minimum number of personnel as mentioned above are required to be deployed on a daily basis in various shifts of the day.
- The minimum number of personnel required to be deployed (i.e. Housekeeper)have to be physically deployed on every day basis and therefore any personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the Facility Manager as per the Statutory norms or rules etc. as applicable.
- The CVs of the Team Leader, Manager and Supervisors are to be submitted along at office of the Nodal officer.
- The personnel should be smartly dressed in neat and clean uniforms having firms logo. The uniforms and Personal Protective equipment (eg. Shoes, helmet, gloves etc.) should be provided free of cost by the Station Facility Manager

4.2.4 Damages for Non- Deployment of Minimum manpower

In the event of Non – Deployment of the Minimum manpower as indicated above for the Cleaning & housekeeping activities. Authority will impose the following damages.

- a. First instance:
 - i. Team Leader/ Manager/ Supervisor: [` 5000/ Day]
 - ii. Housekeeper/ Plumber/ helper: [` 2500/ Day]
- b. Second/ Repeated Instance:
 - i. Team Leader/ Manager/ Supervisor: [` 5000/ Day]
 - ii. Housekeeper/ Plumber/ Electrician helper: [` 2500/ Day]

In addition to the above, in case the Authorised representative of Authority feels appropriate he may deploy the staff on his own. The Station Facility Manager will have to bear 25% plus the cost of the deployment of these resources, by the Authorised representative.

4.2.5 Equipment & Stores

Station Facility Manager is obliged to provide necessary and adequate equipment, materials including sanitary & electrical fixtures, fittings, worn out parts etc and stores to ensure optimum service. The Chemicals to be used for cleaning activities shall conform to Annexure 2 of the Schedule 2.

No material, tools, and equipment shall be supplied by the Authority. The Facility Manager has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work. The Station Facility Manager shall have to identify sources for supply of all such fixtures, fittings, cleaning reagents and consumable materials and get them approved by the in-charge before the use. The Facility Manager shall submit the sample to the Nodal officer and shall use only after the sample is approved. The Station Facility Manager should have the capacity to keep the equipment in good fettle.

4.2.6 Other Obligations/ Conditions

4.2.6.1 Security Measures

4.2.6.1.1 Security arrangements for the work shall be in accordance with general requirements and the Station Facility Manager shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees. A fine of [` 50000/-] shall be imposed on the Facility Manager plus recovery of cost of material in addition to the police/legal action against the housekeeping staff if any employee of Station Facility Manager is caught stealing Railway property. Decision of Authority shall be final.

4.2.6.1.2 Station Facility Manager's employees and representatives shall wear Identification Badges (cards), uniforms, helmets, gum boots & other safety/protection wear as directed by Nodal officer, and to be provided by the Station Facility Manager. Badges shall identify the Station Facility Manager and show the employee's name and number and shall be worn at all times while at site.

4.2.6.1.3 All vehicles used by the Station Facility Manager shall be clearly marked with the Station Facility Manager's name and identification mark.

- 4.2.6.1.4 Station Facility Manager shall submit the police verification of each employee and staff. In case the employee is changed, then the Station Facility Manager shall inform Nodal officer office and also submit the police verification of changed person.
- 4.2.6.2 Reporting – The Station Facility Manager will submit a daily report noting alteration/ improvements, contacts with sub-licensees, special problems, and other information as requested including day schedules and job duties.
- 4.2.6.3 Facilities – An on-site storage facility shall be provided by Railway/ Authority where a separate space shall be demarcated for janitorial supplies by the Station Facility Manager. The Station Facility Manager shall also ensure efficient/optimum use of the storage space such that all necessary supplies i.e. periodically consumable items and frequently used items are accommodated. Station Facility Manager shall be responsible to maintain these areas in a clean and orderly state.
- 4.2.6.4 Ecological Balance –
- 4.2.6.4.1 The Station Facility Manager shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. He shall, so conduct his cleaning operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Station Facility Manager shall observe the following instructions.
- a. Where destruction, scarring, damage or defacing may occur as a result of operations relating to Cleaning activities, the same shall be repaired, replanted or otherwise corrected at Station Facility Manager's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Nodal officer.
 - b. All trees and shrubbery, which are not specifically required to be cleared or removed for cleaning purposes, shall be preserved and shall be protected from any damage that may be caused by Station Facility Manager's cleaning operations and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Nodal officer. Trees shall not be used for anchorage. The Station Facility Manager shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Facility Manager's expenses.
 - c. In the conduct of cleaning activities and operation of equipment, the Station Facility Manager shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/noise pollution.
 - d. Station Facility Manager shall use Environmental friendly chemical / detergents / reagents. For the purpose of Cleaning & housekeeping to the extent Possible.

- e. Station Facility Manager shall submit Material safety data sheets & shall follow the instructions written in material safety data sheets. The handling & Storage of materials shall also be done as per materials safety data sheets.
- 4.2.6.5 Protection and damage – Station Facility Manager shall, without additional expense to the Railway/ Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Station Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations.
- 4.2.6.6 Insurance – All Statutory insurance agreement/ policies shall be procured by the Station Facility Manager as per land laws and requirements of the SFM Agreement.
- 4.2.6.7 Accidents – It shall be the sole responsibility of the Station Facility Manager to adopt all the safety measures & deploy cleaning personnel who are adequately trained in safety. If any accident occurs within the Station Area due to cleaning & housekeeping operations or due to negligence on the part of the Station Facility Manager's personnel, it shall be the full responsibility of the Station Facility Manager.
- 4.2.6.8 Housing facilities – The Station Facility Manager shall have to make his own arrangements for housing facilities for his staff.
- 4.2.6.9 Supply of water and electricity – The Station Facility Manager shall make arrangements for Water supply and Electricity necessary for the Operation & Maintenance works.
The Station Facility Manager shall apply and make his own arrangements with concerned power Distribution Company to tap the Electricity from the nominated sockets / points. The Station Facility Manager shall tap and use the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions. The Station Facility Manager shall submit full scheme for the requirement of Electricity & water. The Station Facility Manager should make his own arrangements to draw the water from the available water point to the working place without affecting the premises.
- 4.2.6.10 Access roads and haul roads – Existing roads and other public roads may be used by the Station Facility Manager to carry out Cleaning & Housekeeping activities, with prior approval of the competent authority. The Station Facility Manager shall pay the statutory vehicle license and permit fees for use of public roads.
- 4.2.7 Records to be maintained by the Station Facility Manager
Station Facility Manager will have to maintain proper records of Cleaning & Housekeeping for each activity. Similarly, Station Facility Manager will have to

make a Cleaning & Housekeeping Plan. Some of the records to be maintained are as follows:

- a. Deployment of Man –power in morning & evening shift.
- b. Availability of Machines.
- c. Utilization of machines.
- d. Stock details & utilization of Chemicals / Reagents.
- e. Details of Cleaning & housekeeping activities carried in each shift as per Cleaning & housekeeping schedule of work or as prescribed in works manual.
- f. Monthly summary of work carried out as per schedule of work or as prescribed in works manual.
- g. Apart from the above, the Manager/Supervisor in each shift will have to sign the cleaning & housekeeping monitoring booklets which will be kept in the station control room. These booklets will be also signed by the representative of the Authority in each shift. An attendance register will also be kept in the station control room. All cleaning & housekeeping personnel including Team leader/Manager/Supervisor will have to go to station control room & sign in attendance register at the starting of a shift.

4.2.8 Minimum Submittals by the Station Facility Manager at commencement of Work
Station Facility Manager shall submit the following for getting the approval from Authority within 15 days from the date of issue of Letter of Acceptance (LOA) as part of the Method Statement.

4.2.8.1 Deployment of min. man-power as mentioned in Form T- III along with CVs of the personnel. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted duly verified by the Station Facility Manager shall contain the following information but not limited to :-

- a. Name in full
- b. Father's name
- c. Date of Birth
- d. Present Address
- e. Permanent Address
- f. Educational Qualification
- g. Cleaning & Housekeeping experience
- h. Any other experience

On top of every CV, the proposed category is also to be indicated.

4.2.8.2 Deployment of min. no. of Machinery & Equipment as mentioned in Annexure 1 to Schedule 2 along with Technical details like make, capacity, present conditions etc. are to be submitted for approval.

4.2.8.3 The list of Chemicals/Detergents/Reagents/Disinfectants & Pesticides which should be environment friendly to the extent possible along with their applications and Material safety Data sheets are required to be submitted for approval. Use of bio-enzyme products to kill bad odour in urinals and in the concrete aprons of the track should also be undertaken.

4.2.8.4 Detailed Cleaning and Housekeeping procedures for all Cleaning and Housekeeping which shall contain the following but not limited to:-

- Step by step procedure.
 - Details of machinery and Equipment, Ladders, Elevated platforms, Mops, special cleaning equipment etc to be used.
 - Details of Chemicals/Reagents/Detergents/Pesticides/Disinfectants to be used.
- However, Station Facility Manager shall commence the work within 7 days from the date of issue of letter of acceptance irrespective of approval of the same.

4.2.9 Performance Measurement Criteria

A. Floor: Concourse, platforms, waiting halls etc.

S.No.	Parameter	Range	Grade	Remark
1	Shine Level (for Tiled surface)	>70	Excellent	To be measured with a reference gloss meter at 10 locations
		70-60	V.Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		75% Dust	V.Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V.Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

B. Stairs: FOBs, Stairs to retiring rooms, etc

S.No.	Parameter	Range	Grade	Remark
1	Shine Level (Tiled Floors)	>70	Excellent	To be measured with a reference glossmeter at 10 locations
		70-60	V.Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		75% Dust	V.Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V.Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	
		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

C. Walls & Claddings:

S.No.	Parameter	Range	Grade	Remark
1	Shine Level (for walls with Claddings)	>70	Excellent	To be measured with a reference glos meter at 10 locations
		70-60	V. Good	
		60-50	Good	
		50-40	Average	
		<40	Poor	
2	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
3	Foot Marks	No Marks / Sqm	Excellent	To be inspected at 10 minimum locations
		2-3 Marks / Sqm	V. Good	
		4-6 Marks / Sqm	Good	
		7-9 Marks / Sqm	Average	

		>10 Marks / Sqm	Poor	
4	Pan & Ghutka Stains	No stains	Excellent	To be inspected at 10 minimum locations
		Any stains	Poor	
5	Bird Droppings	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	

D. Steel Works:

S.No.	Parameter	Range	Grade	Remarks
1	Shine Level	High Gloss	Excellent	To be inspected at 10 minimum locations
		Medium Gloss	Good	
		Low Gloss	Poor	
2	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
3	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
4	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		75% Dust	V. good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	
		No dust	Excellent	
5	Water Hardness Marks	No Marks	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		Some Marks	V. Good	
		Thick Deposits	Poor	

E. Glass Work/Finishes with frames:

S.No.	Parameter	Range	Grade	Remarks
1	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
2	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
3	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	

		<50%	Poor	locations
		No dust	Excellent	

F. Escalators:

S.No.	Parameter	Range	Grade	Remarks
1	Bird Dropping	No Droppings	Excellent	To be inspected at 10 minimum locations
		Any Droppings	Poor	
2	Finger/Palm Marks	No Finger prints	Excellent	To be inspected at 10 minimum locations
		Any finger prints	Poor	
3	Dust Level	No dust	Excellent	To be measured with a reference white blotting paper rubbed on floor meter at 10 locations
		75% Dust	V. Good	
		60% Dust	Good	
		50%	Average	
		<50%	Poor	

G. Toilets:

S. No.	Parameter	Range	Grade	Remarks
1	Mirrors	Clean Mirrors with no water marks	Excellent	All mirrors to be inspected
		Clean Mirrors with some water marks	Good	
		Clean Mirrors with thick deposits	Poor	
2	Wash Basins	Sparkling Clean	Excellent	All wash basins to be inspected
		Clean with few marks	Good	
		Dirty	Poor	
3	WC Seats	Sparkling Clean	Excellent	All WCs to be inspected
		Any Marks	Poor	
4	Floor	Clean & Dry	Excellent	All toilets to be inspected
		Clean but wet	Good	
		Dirty	Poor	
5	Odour	Fragrance	Excellent	All toilets to be inspected
		Smell	Poor	

H. Station Tracks: Similar practical parameters may be evolved

An average grade in every surprise inspection would be worked out on the basis of the aforementioned criteria and a damage amounting to [Rs10,000/-] or [Rs15,000/-] shall be imposed for grades falling in Average & Poor category. For the evaluation of a grade following points would be assigned to grades:

Grade	Excellent	V. Good	Good	Average	Poor
Point	10	8	6	5	3

This damages imposed would be in addition to damages imposed for non-working machines & unsafe practices and deduction for deficient manpower and activities not performed, as mentioned elsewhere in the tender document.

5 Landscape maintenance

Landscape maintenance work includes, but is not limited to the maintenance of all common/ other areas including slopes, lawns, flowerbeds and pathways. Facility manager will furnish all necessary labour, supervision, equipment, tools, transportation, consumables including seed/sapling/manure etc., permits, insurance and taxes in his performance of these specifications. He will perform maintenance in accordance with the good industry practices/methods. All landscaping debris will be removed from the premises by Station facility manager at his cost.

Station Facility Manager shall carry out complete daily attention (litter pick-up) of all trafficked areas, including landscaping, pathways, flowerbed and driveways. Station Facility Manager shall also be responsible for cleaning and maintenance of all drainage lines and catch basins on an as-needed basis.

5.1 OBLIGATION OF STATION FACILITY MANAGER

The obligations of the station facility manager has been summarized and explained in below paras.

5.2 ACTIVITIES & SCOPE OF WORK

The activities required to be performed by the Station Facility Manager is defined in following manner:

5.2.1 Aeration

Defined as the process of improving gas and air exchange capabilities of soil being utilized for growing plants; compacted or water-logged soil conditions limit plant growth. Aeration reduces shallow rooting, improves nutrient infiltration, and increases overall plant vigor. Turf grass is the most commonly aerated in landscape element.

5.2.2 Fertilization

Programmed fertilization of all areas shall be as specified herein and shall be at Station Facility Manager's expense. The Station Facility Manager shall notify the Railway/ Authority's representative five days in advance of fertilization. An analysis of the soil shall be made a minimum of [two times] a year. Tests shall be conducted at Station Facility Manager's sole expense by Government approved soil and plant testing laboratories only. A minimum of [six] samples shall be taken on each trip to

produce a cross section of soil condition for analysis of deficiencies and recommendations for feeding program as well as corrective measures that are found necessary. Fertilizing procedure for all landscaped areas on the site shall be based upon the soil laboratory report. Copies of the soil reports shall be distributed to Railway/ Authority and to Station Facility Manager. Additional tests shall be made at Authority's discretion. It is anticipated that fertilizer will be required [eight (8)] times per year to keep lawns in first apt condition. [Two (2)] of these applications will be made with a slow-release material. Station Facility Manager shall apply proper fertilizer to established ground cover areas, shrubs and vines at least [four (4) times] per year or as required. Station Facility Manager shall apply proper slow-release material to established trees at least [two (2)] times per year [(March and June)] or as required.

5.2.3 Mowing

Proper mower and height of cut, sharp blades, and low moisture content are the main requisites for a successful mowing operation. In addition, not more than [one-third] of the grass should ever be removed in any one mowing operation. Some turf grass types require special mowers. Most grasses can be cut with standard rotary mowers, heavy textured utility grasses can be mowed with flail type mowers.

5.2.4 Mulching

Mulching is the placement of organic material over a plant's root zone. Mulch keeps the soil near plant roots cool and moist longer than soil exposed to the sun and drying wind. It provides insulation during winter, discourages weed germination, reduces soil erosion, impedes soil compaction, and protects plants from the damage caused by mowers and trimmers. Mulching should be accomplished annually as it decomposes, breaks down, and shifts. Depth should be [24 inches] depending on plant type and geographical location.

5.2.5 Pest and disease control

Pest and disease control – process of minimizing/ eliminating harmful insects, animals and pathogens. Many pests are cyclic and their actual damage to the landscape is minimal. Some are thwarted through natural processes. Some pests, such as ground squirrels, termites, and particular varieties of blight should receive immediate attention and treatment. Application methods for the control of pests and plant diseases are numerous and include attachments to garden hoses, hand-held pump sprayers, tractor-mounted tanks prayers, foggers, and hand or machine broadcasted granules shall be followed. The periodicity shall be of minimum [twice in a month].

5.2.6 Pruning

Defined as, selective removal of foliage or branches from plants. It contributes to the quality, attractiveness, and longevity of installation trees and shrubs. Few landscape

maintenance tasks are more important than pruning. Workers must be trained in the proper methods and then be supervised in the field by an experienced person. Pruning will only be done to remove dead or diseased branches, reduce foliage density or crossing branches, or to improve the beauty of the plant through selective removal of a few branches. Proper pruning is not difficult.

5.2.6.1 Pruning of trees: Proper pruning is paramount to long term tree health and vitality and their aesthetic and energy conservation value. Many trees are incorrectly topped or pollard, forever destroying their natural shape and size while greatly shortening their lives. It is recommended to leave a tree alone than to prune it improperly. Topping a tree removes the terminal bud and results in irregular and oddly-shaped trees. Pruning should restore a tree to a healthier condition and a more attractive shape, making it stronger and better able to withstand storms and disease. Station Facility Manager will ensure that pruning is done under strict supervision to avoid accident and no excess pruning is done.

5.2.6.2 Pruning of shrubs: Over pruning of shrubs is common. Most of the shrubs receiving regular pruning probably don't need to be pruned at all. When they are pruned improperly or unnecessarily, the labour and associated costs are wasted, the plant suffers, and the aesthetic quality of the landscape declines. Shrubs have distinct shapes; weeping, rounded, oval, upright, spreading, and irregular shaped. Allow shrubs to take on their natural shape, pruning only to reduce crowded foliage, crossed branches, an a symmetrical shape, or branches growing into the heart of the shrub. Pruning tools cover a large choice of available products. It is important to choose the correct tool for each operation. Tools range from hand-held prunes and bypass loppers to curved hand held saws to power chain saws could be used.

5.2.7 Soil amendments

Soil amendments of any material added to the soil to improve or maintain its texture, pH, or friability to encourage healthy plant growth. They are vital to the viability of all soils, especially those composed largely of sand or clay or those lacking sufficient organic matter. Organic matter is the decaying remains of plants and animals. As organic matter is a desirable component of all soils and since organic materials are continually being decomposed by soil bacteria, even the best of soils benefit from periodic application of organic soil amendments. They can improve aeration and drainage in clay and compacted soils. In sandy soil, they help retain moisture and available plant nutrients.

5.2.8 Trimming

Removal of excess or unwanted turf grass or similar plant material on the edge of a turf area, walkway, or planter bed, and along fence lines and building foundations. These areas are generally trimmed at each mowing. There are a variety of trimming

tools available and selecting the proper one depends upon the area being trimmed, plant material involved, and desired final affect. Tools include gas or electric powered nylon-monofilament trimmers and gas powered bladed edger(s). Monofilament trimmers allow for rapid and efficient removal of unmovable grass around steel edging, concrete mowing strips, sidewalks, foundations, and poles.

5.2.9 Weed control

Methods to be adopted by Station Facility Manager:

5.2.9.1 Chemicals

Chemical application will be accomplished using small screw-on applicator bottles on garden hoses, hand-held pump sprayers, rotary or drop spreaders, tractor mounted tank sprayers, and hand or machine broadcasted granules.

5.2.9.2 Non-selective systemic

Non-selective systemic chemicals will be applied to the foliage of unwanted plant material. The chemical works through the chlorophyll in plant leaves and bark and moves inside the plant to the roots. Although somewhat slow-acting, these chemicals will severely damage or kill almost anything they are sprayed on.

5.2.9.3 Selective systemic

Selective systemic weed control chemicals will be used to kill specific classes of plants. Plants are classified as either monocotyledons, which include palms and grasses, or di cotyledons (all broad leaf plants such as willows, oaks, dandelions, and privet). Chemicals can be selected to control broadleaf weeds in turf grass or grasses in broadleaf ornamentals.

5.2.9.4 Pre-emergent

Pre-emergent weed control kills seeds during germination. The well-timed use of pre-emergent herbicides will eliminate the need for large scale systemic chemical or mechanical weed removal operations. These chemicals are extremely valuable when used to treat inert material areas. Depending on the climate, two to three annual applications may be required.

5.2.9.5 Mechanical

Mechanical weed control will be accomplished using shovels, hoes, spades, or by hand.

5.2.10 Watering & irrigation

Station Facility Manager shall continually inspect, repair and adjust all sprinkler heads for full coverage or to prevent overspray on buildings, sidewalks or other un-landscaped areas. Should poor coverage or localized areas become evident, the

Facility Manager shall rectify them upon approval of written proposal. Facility Manager shall be responsible for setting the starting time of the controllers, skipping days of the week as needed, and for changing the timing and individual vales. Station Facility Manager shall be responsible for hand operation of the controller whenever necessary and shall supplement the automatic watering with hand watering by hose when necessary. Water shall be carefully applied and in quantities required by the different plantings. The effect of the watering program shall be regularly checked and adjusted whenever required. Watering basins shall be constructed and maintained around newly planted trees and shrubs, etc., except ground covers, with the edges at least [four (4) inches] high and following the shape of the planting pit area. Station Facility Manager recognizes the necessity to keep all watering under definite control to preclude the soil drying to the extent that salts will rise from the subsoil's and infringe into the planting depths. Particular attention shall be paid to adequate irrigation during the [first six months] following installation of new plant material, as more frequent watering will be necessary during this period when the plant are taking hold. Trees will require additional deep soaking in order to get the water to the root system. This shall be done by slow soaking or by means of a subsoil irrigator as required. All shrubs and ground covers shall be hosed off [twice monthly] to keep them free from accumulations of soot, chemicals and dirt. All trees shall be hosed off at [thirty (30) day] intervals. This shall be done in accordance with customary horticultural practices. Watering shall be carried on in such a manner as to avoid excessive erosion by sprinklers or hand watering and prevent run-off into adjacent walks and roadways. Each section shall be irrigated for the appropriate time based on the condition of the soil and plant materials and water will not be wasted. The irrigation system will be maintained, not including the well serving the irrigation system. Irrigation repairs shall extend only to heads, nipples, valves and under ground lines. The irrigation system will be programmed to deliver adequate soil moisture, as determined by weekly personal inspection. During the main growing season at least [one (1) inch of water per week] shall be applied.

5.2.11 Irrigation Sprinkler System Maintenance

Once in every week of operation Station Facility Manager shall ,after turning on all valves, visually inspect each sprinkler head in all sections to make sure that heads, connector and lines are not plugged by soil, rock particles or otherwise, make any and all such repairs as may be necessary. Damaged heads and lines will be repaired immediately. All repairs shall be made by Station Facility Manager at its expense. Irrigation control valves shall be kept in working order. Station Facility Manager shall replace washers when necessary. Station Facility Manager shall familiarize itself with the location of existing underground utilities prior to commencement of any form of excavation work. The Station Facility Manager shall be held responsible for any damage thereto caused by its operation.

5.3 DETAILED SPECIFICATIONS FOR LANDSCAPING

Landscape maintenance services are specific to components, seasons and infrastructure for services which are explained in following paras.

5.3.1 Detailed specifications related to components

5.3.1.1 Grass area – All grassed areas shall be maintained in a neat, tidy and usable condition appropriate to the designated use/ location; All grassed areas shall be kept free of weeds, moss or extraneous growth; All grassed areas shall be kept in healthy growth at a reasonable length; Following grass cutting operations, all adjoining surfaces shall be free of any arising cuttings etc. All landscaped grassed areas shall be kept neatly cut to the edge of the borders, fence lines, building lines, path edges, hedge bases, tree bases etc.; All grassed areas shall be kept free of large accumulations of litter and foreign matter such as stones, animal faeces, bricks and glass.

5.3.1.2 Horticultural works – All horticultural works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance; All trees, perennial plants and shrubs shall be maintained so that they are in healthy growth; Trees and shrubs shall be kept to an acceptable height and form and are to be pruned in accordance with good horticultural practice; Plants or shrubs shall not obstruct or encroach pedestrian or vehicular traffic routes; All rose beds, shrubberies, herbaceous borders, hedgerows, other garden areas etc. shall be clear of litter, weeds, leaves, suckers, dead flower heads, rubbish, animal faces and other debris, and remain in a neat and tidy condition at all times; All plants/ trees and shrubs etc., which have or appear to be dying, should be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement.

5.3.1.3 Lawn or turf area maintenance: Station Facility Manager shall mow and edge lawn areas weekly during peak growing season and as frequently as needed during the winter months or periods of excessive rainfall. All cuttings from mowing and edging shall be promptly collected and disposed of offsite, the same day as mowing. Complete fertilization of all lawns shall be at a minimum of [four times per year] in accordance with subsequent fertilization specifications. Facility Manager shall provide labour for complete chemical weed, fungus, and insect control as necessary.

5.3.1.4 Tree, shrub and flower-bed maintenance: Trees and shrubbery shall be manicured regularly to contain their size in respect to species, size of planter or relative surrounding landscaping and for the best health of the plant. All flowerbeds and ground cover shall be trimmed, edged and cultivated as needed. Station Facility Manager shall provide labour to continually inspect all tree ties and stakes to insure that they are properly supported. Station Facility Manager shall provide labour for insect, disease and weed control as necessary. Complete fertilization shall be at a

minimum of [four times per year] in accordance with subsequent fertilization specifications with no additional charge.

- 5.3.1.5 Plants and flowers: This section shall include but not be limited to the following: All planting works shall be undertaken in a manner so as to maintain a pleasing, tidy appearance; All plant specimens shall be maintained so that they are in healthy growth; All plant specimens shall be kept to an acceptable height and form and shall be pruned in accordance with good horticultural practice; A fully detailed asset register detailing all plant specimens shall be kept by the Station Facility Manager detailing type, location, condition and frequency of visit for all plants on display at each location; All pots/ containers shall be cleaned and replaced where necessary; All plant specimens, which have or appear to be dying shall be removed and replaced as soon as possible following removal of dead plant(s) by a suitable replacement. The plant and flowers chosen shall be of a kind that is known not to cause any allergic reactions.
- 5.3.1.6 Indoor plants: Maintenance shall be provided on an as required basis, including the following services as they become necessary
- a. Watering for each plant
 - b. Pruning and trimming to provide a pleasing shape, control growth, and remove old or unsightly debris
 - c. Leaf cleaning to remove dust, grease or other deposits and to provide a neat, clean appearance
 - d. Fertilizing to ensure strong healthy growth
 - e. Inspection and treatment for insect and disease control
 - f. Leaching soil to remove harmful chemical accumulations
 - g. Aerating to loosen soil and provide additional air to roots
 - h. Re-potting and staking to provide additional root space and/or support
 - i. Cleaning of all areas under and around each plant. This includes file tops, floors, tables and any other areas where loose soil, bark or plant debris may fall
 - j. Station Facility Manager is required to ensure the vendor complies with the following requirements:
 - k. All replacement plants shall be of the same quality and height as those being replaced, or those originally in place at the time of the agreement. Authority shall have final approval of all replacement plants.
 - l. Plants that become diseased, damaged, or unattractive due to factors under the control of the vendor shall be replaced at no charge to Authority.

- 5.3.1.7 Whenever additional plants or services may be required, i.e., relocation of plants or when environmental conditions affecting the plants may change, vendor shall provide consultation services to Authority for the resolution of such problems at no charge
- 5.3.2 Hours of service: **Services are to be provided on a daily basis.**
- 5.3.3 Manpower
Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with, by the Station Facility Manager. Adequate and periodic training of staff shall be complied with.
- 5.3.4 Equipment and stores
Station Facility Manager shall provide necessary and adequate equipment, materials and stores to ensure optimum service.
- 5.3.5 Reporting
The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with lessees, special problems, and other information as requested including day schedules and job duties.
- 5.3.6 Facilities
An on-site storage facility will be provided by Railway/ Authority where a separate space shall be demarcated for janitorial supplies by the Station Facility Manager. The Station Facility Manager shall also ensure efficient/optimum use of the storage space such that all necessary supplies i.e. periodically consumable items and frequently used items are accommodated. Station Facility Manager is responsible to maintain these areas in a clean and orderly state.
- 5.3.7 Protection and damage
Station Facility Manager shall, without additional expense to the Railway/ Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Facility Manager's operations or of the actions of its agents or employees shall be at Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations, including but not limited to all regulations.

5.3.8 Guarantee and/or replacement policy

Station Facility Manager shall guarantee installation of all new plant materials or irrigations systems for a period of six (6) months. Such installation shall be replaced by Station Facility Manager at no charge if they fail during the guarantee period. Station Facility Manager shall be exempt from this provision if damage occurs as a result of an act of God as those caused by windstorm, hail, fire, flood, earthquake and freezing.

5.3.9 Drainage

Station Facility Manager shall inspect existing surface and underground drainage system regularly, and amend, if necessary, to facilitate surface flow of water to catch basin or other drainage facilities provided to planted areas.

5.3.10 Use of Premises

Station Facility Manager shall confine all temporary staging of materials and use of spaces on the site areas designated by Railway/ Authority. Materials and equipment not in use shall be removed from the site. The bringing in, use and disposal of gasoline, benzene, or like combustible materials shall be handled in accordance with Railway/ Authority 's requirements or regulations as directed by Railway/ Authority . Station Facility Manager's employees shall be allowed the use of designated toilet facilities in the project. Facility Manager shall not store any noxious, combustible or dangerous material on the premises.

5.3.11 First aid facilities

Station Facility Manager shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under the SFM Agreement, all in accordance with applicable laws.

5.3.11.1 Insurance – All Statutory insurance shall be taken by the Station Facility Management as per law of land and requirement of the agreement.

5.3.12 Equipment & material

Station Facility Manager will be responsible for maintaining a high level of safety in equipment and work conditions.

The choice and quantity of plants will be done by Station Facility Manager in consultation with Authority

To carry out the maintenance work the following material will be provided by the Station Facility Manager at its own cost, as and when required.

- a. Manure
- b. Urea
- c. Chemicals
- d. Insecticides and Pesticides

- e. Good Earth, Soil etc.
- f. Replacement of casualties

The quantities of the above material will be adequate and sufficient for the landscaping requirement at the premises and will be of superior quality. Authority reserves the right to inspect the quality and quantity of such material.

Station Facility Manager should take permission from Railway/ Authority before planting any fresh plants in premises. Failure to do so may result in non-payment by Authority for such plants

List of equipment

- a. Handheld and mechanized Lawn mower
- b. Cutters of different shapes and sizes depending on the purpose they are put to (cutting of shrubs, dressing of leaves, cutting of small plants, etc.)
- c. Small Wheel loader, Tractor & Trolley
- d. Pesticide sprayer: handheld pump sprayer or tractor mounted tank sprayers
- e. Handheld prunes, bypass loppers, curved handheld saw, power chain saw for pruning
- f. Gas or electric powered nylon mono-filament trimmers and gas powered bladed edges for trimming
- g. Water sprinkler
- h. Shovels, spades, hoes.

Apart from the above listed equipment, any other equipment needed for the fulfillment of the desired quality of work shall be provided by Station Facility Manager.

6 Garbage Collection & Maintenance

Station Facility Manager is obliged to collect, segregate and dispose of all kind of garbage which is generated from the designated areas

6.1 OBLIGATION OF STATION FACILITY MANAGER

6.1.1 Activities & Scope of Work along with detailed specifications

The scope of work of the Station Facility Manager will include:-

6.1.1.1 Garbage Collection and Disposal

- a. Collection & disposal of all garbage on regular basis at least once in a day.
- b. Maintain hygiene in the premises by routine garbage collection & disposal by safe & secured manner.
- c. Elevators will not be locked off or held on any floors to remove trash or equipment; only designated stair case will be used.
- d. Building entrance doors will not be used to remove trash from the building.
- e. Prior to removal, trash will be properly protected against spillage or staining of carpet and floors.
- f. All trash will be brought down in an inconspicuous manner. All trash will be inspected by security officer prior to emptying into trash compactor.
- g. Security officer will ensure that all papers, CDs, memory devices will be shredded before they are disposed and then he will escort janitor to recycling bins located in the parking structure. Security officer will have key to locked bins.
- h. Any spills or debris should be cleaned up prior to leaving the area.
- i. Any defects or improper working conditions must be reported to the Station Facility Manager.
- j. The waste collected in the common area shall be segregated & collected in different colour bags for organic & inorganic waste and dumped in the dumping yard by the house keeping staff, whereas the waste from the individual unit holders shall be collected and segregated & dumped in the dumping yard by the house keeping staff.
- k. The waste from the dumping yard shall be collected by the agency finalized for collection that in term shall pick up the waste and dispose to the corporation disposal point through their vehicles.

6.1.1.2 Waste Management

- a. Implementation of following steps ensures waste management to the highest standards:
- b. Station Facility Manager would implement the activities through:
 - i. Systematic & periodic waste collection
 - ii. Segregation of wastes
 - iii. Salvaging of recyclable waste
 - iv. Scientific & environment friendly means of disposing the waste

- c. Waste minimization under the aegis of a waste minimization advisory committee through:
 - i. Source Reduction
 - ii. Standards
 - iii. Purchasing
 - iv. Recycling
 - v. Education
 - vi. Coordination
- d. A “Refuse Collection Division” would be constituted with the housekeeping supervisor at the helm of the person who shall coordinate the activities of waste management.
- e. A monthly planner for the work schedule would be planned, for the entire premises. Bulky refuse, rags which otherwise would be specifically banned from being consigned to the cans on normal days.
- f. The waste can be in terms of its susceptibility to purification, divided into two categories i.e. wet (organic) and dry (inorganic). The dry waste would categorize as recyclable and non – recyclable. All forms of dry waste will not be allowed in the garbage can.
- g. The recyclable category of the dry waste can be either salvaged or disposed to a contractor at appropriate rates, after due precautions like crushing of plastic bottles and other such obligations. The money obtained can be used to partly fund the Waste Collection effort.
- h. The waste so collected at each of these dumps would be collected by the garbage trucks. The wet and the dry waste would be collected separately, and taken to the respective disposal site.
- i. The dry waste that would have recyclable and non-recyclable components, of the recyclable waste would be salvaged and the non-recyclable consigned to the location designated by concerned civic bodies
- j. The collected non-recyclable solid waste shall be handled by the Station Facility Manager, as per Municipal Solid Waste (Management & Handling) Rules, 2000 (MSW Rules). It will transport the solid waste using the vehicle deployed by it, to the designated site and shall dispose using its own manpower. The site for disposal shall be within 3 kilometers from the subject building under responsibility. All costs, including the cost of POL for operation of the vehicle for transportation of solid waste shall be borne by the Station Facility Manager.

6.1.2 Hours of service

Cleaning services are to be provided on a daily basis

6.1.3 Manpower

Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be

provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Station Facility Manager.

6.1.4 Equipment and stores

Station Facility Manager is obliged to provide necessary and adequate equipment, materials and stores to ensure optimum service.

6.1.5 Reporting

The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with Licensees, special problems, and other information as requested including day schedules and job duties.

6.1.6 Protection and damage

Station Facility Manager shall, without additional expense to the Railway/ Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Station Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations, including but not limited to all regulations.

6.1.7 Insurance

All Statutory insurance agreement/ policies shall be procured by the Station Facility Manager as per land laws and requirements of the agreement.

7 Reporting

Station Facility Manager is obliged to institutionalize a robust reporting mechanism using a Station Facility Management Information System (SFMIS), to report not only the regular activities reports but also emergent and incidental activity reports as detailed below.

7.1 OBLIGATION OF STATION FACILITY MANAGER

The obligations of Station Facility Manager pertaining to Reporting has been summarized and explained in the succeeding paras

7.1.1 Hours of Service

The Station Facility Manager is required to report its finding at regular intervals in accordance with the KPIs set out.

7.1.2 Manpower

Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Station Facility Manager. The Station Facility Manager shall immediately report if it is unable to recruit the requisite manpower.

7.1.3 Equipment and stores

Station Facility Manager is obliged to provide necessary and adequate equipment, materials including consumables, electrical & sanitary fixtures, fittings, replaceable spare parts, building materials, tiles etc and stores to ensure optimum service, inability to provide requisite resource should be immediately reported.

7.1.4 Insurance

All statutory insurance agreement/ policies shall be procured by the Station Facility Manager as per land laws and requirements of the agreement.

7.1.5 Encroachment & Unauthorized entry

Station Facility Manager shall report to IRDSC/Railway and prevent, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorised entry to the Railway station and Station Area.

8 Miscellaneous

8.1 PASSENGER AMENITIES

8.1.1 Porter & Trolley services

On prior approval from Authority / Railway Administration, Station Facility Manager shall procure the availability of porter services and trolley services (including battery operated trolley) for passengers on best effort basis and shall enable porter and trolley services to operate on such terms and for such fees as the Railway may specify from time to time.

For the avoidance of doubt, it is expressly agreed that all licensed porters operating at the Railway Station shall continue to operate under and in accordance with the terms of their license.

8.1.2 First Aid and Medical services

Station Facility Manager shall set up and operate first aid facilities within the Station Building, at no additional costs to passengers/users of Station Area. It shall set up medical aid post equipped to render first aid and to assist in accessing emergency medical aid from hospitals in the vicinity.

8.2 INSTALLATION, OPERATIONS & MAINTENANCE OF EQUIPMENT

The obligations of Station Facility Manager pertaining to other services has been summarized and explained in the succeeding paras.

8.2.1 Operation

Station Facility Manager shall ensure the operation, maintenance and replacement of Station Assets and Station Project Utilities relating to the Station including equipment and installations handed over to him in most optimum manner. The intended use of equipment for provision of its services to its end user shall be ensured by the Station Facility Manager.

8.2.2 Shutdowns

Station Facility Manager will be responsible for acquiring advance approval per site requirements and coordinating building/ site shutdowns with the Railway/ Authority. The coordination activity involves but not limited to selecting shutdown dates and conducting update meetings with all affected business unit representatives, and communicating the shutdown plan to all customers. Station Facility Manager will support Railway/Authority's shutdown requirement under terms of the SFM Agreement.

8.2.3 Equipment failure

Major and minor repairs or replacements due to Station Facility Manager's failure to perform maintenance and preventive maintenance as prescribed herein will be the responsibility of the Station Facility Manager. All equipment failures will be reviewed to ensure the appropriate maintenance has been carried out as required.

Station Facility Manager shall develop a list of equipment and system devices that are non-functional per design intent and incomplete work tasks or work in process, before execution of this contract or any scope of work addendum. This list will serve as basis of backlog activities and marginal equipment that the Railway/ Authority will pursue funding for to have repaired or finished. Intent is to indemnify Station Facility Manager against equipment and system devices that are not up to normal operating standards and provide Railway/ Authority a comprehensive baseline of system capability at the beginning of this contract. There will be no compensation provided to Station Facility Manager for the development of this list.

8.2.4 Non-interruption of Railway/ Authority Business

Work shall be pre planned and job plans shall be available for review by Railway/ Authority. Station Facility Manager shall schedule and attend work coordination meetings as necessary. Work that affects Railway/ Authority operations or the work of other contractors shall be submitted to Authority.

Work shall be scheduled for nights and weekends in order to affect a minimum number of building occupants, as determined by Railway/ Authority. Station Facility Manager shall provide troubleshooting and correction to routine operations.

8.2.5 Procurement of tools

Station Facility Manager will acquire all tools and test kits necessary to perform work under the SFM Agreement. In addition to standard hand and power tools, the definition of “tools” includes ladders, electronic testing equipment (multi-meters, megger etc.).

8.2.6 Utility/ Energy Monitoring

Station Facility Manager will track utility usage, including INR amounts, units consumed, Power Factor, total litres, kilowatt-hours, tonnage and any other aspect for benchmarking and process improvement tracking.

8.2.7 Reports and analysis will be required as per Railway/ Authority’s needs

In addition to the M&E activities, the Station Facility Manager will be required to monitor the use of energy, producing reports and recommendations on how to improve efficiency and reduce costs. This contractual service will be considered part of the contract and as such there will be no additional payment. For avoidance of doubt – should Railway/ Authority request a separate ‘Energy Survey’ compiling an innovative solution for energy savings – this will be considered as not part of the contract and thereby subject to a negotiated payment.

8.3 **Detail scope of work for equipment installed in station area.**

Station Facility Manager will operate and maintain equipment installed in the station area at his cost including all consumables, fuels etc. List of equipment with all its specification including operational and maintenance manual shall be provided to the Authority. Station Facility Manager shall appoint qualified operator for maintenance and operation of such equipment. The experience and qualification of such person shall be agreed between Authority and Station Facility Manager.

8.3.1 List of equipment

- i. Sub Station
- ii. D.G Sets
- iii. HVAC (heating, ventilation and air conditioning)
- iv. Water supply, Plumbing fitting and water pumps
- v. Internal and external electrical fittings and controls
- vi. Lift/Elevator, Escalator etc.

8.3.1.1 Sub Station

The Station Facility Manager has to perform the following activity along with substation maintenance manual supplied by the manufacturing/ installing agency:

- a. General look of HT/ LT panels.
- b. Keep a record of incoming and outgoing panels.
- c. Keep a record of panels in 'ON' position.
- d. Maintain a record of checking of the contracts.
- e. Testing/ replacing of the oil.
- f. Maintain a record of when were the relays calibrated / tested.
- g. General cleaning of panel.
- h. Functioning of meters in panel.
- i. If trickle charger is provided, state of the same and battery and maintenance of battery is to be done by the Station Facility Manager.
- j. Find and test alternate source of supply.
- k. Informed in advance of the program/ function to the local Electricity Board.
- l. Voltage and supply and frequency should be within limits of 'Indian Electricity' Rules. If they are not, intimation should be given to supply company.
- m. Record the No. and capacity of transformers.
- n. Keep a record of transformers in operation at a time.
- o. Keep a record of how often the transformers are switched 'ON' and 'OFF'.
- p. Keep a record of how often the tap changers are used.
- q. Keep a record of when was the oil tested and if it was not found to be in order.
- r. Regular checks of the general condition of transformer for oil leakages
- s. Keep a record how often the transformer is cleaned.
- t. Record oil level check.
- u. Record silica gel check.
- v. Check bucholtz relay, if provided.
- w. Check for heating/ temperature Rise

8.3.1.2 DG sets

The Station Facility Manager has to perform the following activity along with D.G. maintenance manual supplied by the manufacturing/installing agency:

- a. Check all switch and operational panel daily
- b. Check all belts and other consumable parts weekly
- c. Check oil level in engine monthly
- d. Check oil filter monthly
- e. Check diesel level in fuel tank hourly during operation and daily on non-operating days
- f. Check all connection and terminal weekly
- g. Check load on generator during operation every hour
- h. Check generator without load daily

- i. Check battery charge daily
- j. Check distilled water level in battery weekly
- k. Clean air filter weekly and whenever it is required.
- l. Check different part of D.G. monthly (radiator, etc)
- m. AMF panel-relays contacts, terminals checked and for its operation.
- n. Exhaust system of the DG shall be checked on monthly basis.
- o. Station Facility Manager shall maintain all necessary stock as per maintenance guidelines

8.3.1.3 Heating, ventilation & air conditioning (HVAC)

Operation & Maintenance will be carried out as per the original equipment manufacturers (OEM) recommendations/ relevant National/ International standards as applicable.

- a. Monitoring of chillers
- b. Day to day operation of chiller plants and logging the running parameters as per the guide lines of manufacturer.
- c. Co-ordinate with chiller supplier and get the defects/ failures attended.
- d. Annual maintenance contracts of chillers and liaise with AMC vendor/ contractor and day to day execution of AMC shall be the responsibility of Facility Manager.
- e. Maintaining the temperature as per the designed parameters or as specified by Authority.
- f. Operating of AHU's as and when required by the occupants.
- g. Operation of primary chilled water, secondary chilled water & condenser water pumps, piping, valves and other associated equipment.
- h. Regular checking of AHU's (e.g., checking of bearing, belt and greasing)
- i. Regular checking of chilled water pumps (checking of bearing, gland leaks and greasing)
- j. Regular checking of drive assembly of pumps.
- k. Regular electrical termination check-up of AHU's and pump starters and motor.
- l. Periodic cleaning of AHU filters.
- m. Periodic cleaning of AHU cooling coils.
- n. Periodic checking of AHU drain.
- o. Replacement of AHU bearing, shaft, belts as and when required
- p. Checking of water level in the expansion tanks.
- q. Attending to the A/C breakdown calls in the building.
- r. Checking the noise level of A/C equipment.
- s. Operation & maintenance of AHUs
- t. Operation & maintenance of primary chilled water, secondary chilled water & condenser water pumps, VFD panels, piping, valves and other associated equipment.
- u. Operation and maintenance of the ventilation fans.
- v. Operation & maintenance of hot water generator.

- w. Operation & maintenance of cooling towers.
- x. Regular checking & attention of ducting, insulation, grills & diffusers

8.3.1.4 Water supply, plumbing fittings and water pump

The Station Facility Manager has to perform the following activity along with maintaining water quality at platform and other area. The maintenance of pumps and other plumbing installation including replacements time to time shall be carried out as per given guideline by the manufacture and as listed below:

- a. Check all fixture and connection on weekly basis or as per requirement.
- b. Check all consumable parts on weekly basis.
- c. Check quality of water on daily basis
- d. Check all tap in rest room and drinking water area on daily basis
- e. Check all leaking pipe on weekly basis.
- f. Check all overhead tank on weekly basis
- g. Clean all water storage tank (overhead, ground, etc.) once in six month
- h. Disinfecting of water with clarion tablet or by other means on daily basis
- i. Check voltage at terminals for water pump on daily basis
- j. Check starter and its connection on daily basis.
- k. Check condition of flexible coupling on daily basis.
- l. Check greasing of bearings of water pumping motor on weekly basis.
- m. Check vibration of water pumping motor on daily basis.
- n. Check overheating of water pumping motor on daily basis.
- o. Check sump water level indicator twice a day.
- p. Check pressure at pump delivery daily.
- q. Check that no pipe is hinging in dangerous position in public area
- r. All rubber pipe shall be checked daily
- s. Drinking water is separate from contamination or contaminated water.
- t. All water connection in the restroom shall be checked daily.
- u. Drinking water tank and /or water cooler shall be cleaned monthly.

8.3.1.5 Internal and External Electrical Fittings and Controls

The Station Facility Manager has to maintaining internal and external electrical fitting and electrical control fitted in the Station Area including its replacement time to time. The maintenance of installed electrical appliance shall be carried out in accordance with the maintenance guideline setup by the manufacturer or/ and installer and as stated below:

The cleaning operator of electrical equipment should:

- a. Clean equipment thoroughly after each use;

- b. Always switch off all electrical appliance from the main connection before connecting or disconnecting the equipment or cleaning the machinery;
- c. Handle plugs without touching pins;
- d. Visually check equipment for faults both before and after use;
- e. Report any faults to electrical equipment to the supervisor and not use the equipment if faulty. A broken/ faulty machine should be removed to the store area and arrangements made for its return to the engineering workshop;
- f. Ensure that his/ her hands are dry when touching electrical sockets or plugs;
- g. Never allow cables to become taut at ankle height;
- h. Ensure that cables are not trailing across corridors or traffic ways;
- i. Ensure that equipment does not clutter up corridors, block fire escapes, or fire escape routes;
- j. Always use caution signs when carrying out cleaning/ maintenance duties.
- k. Check all connection on weekly basis. No electrical connection or joints shall be left open at any point of time.
- l. All electrical points shall be checked daily
- m. Check that all MCB and/ or MCCBs in working order
- n. Check that all neutral/ earth properly connected
- o. Check that Signs for overheating/ sparking are at proper placed
- p. Check that signs of radiation are at proper placed
- q. Check the State of lamp, fitting, fans and there regulator, power/ light socket outlets are in working condition on daily basis.
- r. Check Power supply for security lights main/standby is properly working on daily basis.
- s. Check alternate source of supply on daily basis.
- t. Check power supply for satellite TV, television set, radio installation, public addressing system etc.
- u. Check for overheating of all joints, terminals etc.
- v. Check all sub distribution boards for cleanliness, sparking, overheating, MCB and MCCBs etc.

8.3.1.6 Elevators and Escalators

Station Facility Manager shall operate and maintain all elevators and escalators installed in the station building area and keep all type of man power required for operation and regular maintenance. Maintenance activity is listed below but this list is indicative and maintenance shall also include maintenance guideline of the manufacture. (OEM)

- a. Vacuum and clean all spots and stains from floor daily.
- b. Dust and clean granite baseboards daily.
- c. Dust and polish all metal with approved polish (no abrasives) daily.

- d. Damp wipe and remove all spots and fingerprints from doors and walls (interior and exterior) daily.
- e. Dust and clean elevator ceilings and lights daily.
- f. Remove gum, stains or debris from ceilings, handrails and elevator tracks daily.
- g. Dust, disinfect and clean emergency phone and security compartments daily.
- h. Clean all call buttons, call plates, and signage daily.
- i. Report any burned-out lights or malfunctions of elevator daily.
- j. Clean and polish elevator tracks daily.
- k. Visually checking of all motors, ceiling etc. of elevator or escalator daily.
- l. Clean lift room and area near motors daily.
- m. Check all automatic system on weekly basis.
- n. Check service and maintenance contract.
- o. Check Condition of rope, trailing cable, sheave, and govern functioning, smooth / jerk free operation etc. on weekly basis.
- p. Check condition of leveling accuracy, door opening, emergency door opening key, overloading, illumination, switch, etc. on weekly basis
- q. Check all emergency equipment, panels and switches of the elevator.
- r. Escalators and Elevators are to be maintained as per OEM's maintenance manual.

The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

Escalators:

Service Hours: 365 days x 24 x 5hrs

Response Time: 30 Mins.

Minor Fault rectification Time: 02 Hours.

Major Fault rectification Time; 24 Hours.

However, in case of replacement/repair of the following component of the Escalator, the rectification time shall be 02 weeks.

- i. Replacement of Step Chain.
- ii. Replacement of Handrail.
- iii. Tension carriage replacement & adjustment.
- iv. Gear box replacement.
- v. Drive & return station sprocket replacement.
- vi. Handrail drive wheel replacements
- vii. Handrail Newel end wheel replacement.
- viii. Comb carrier replacement.
- ix. Complete cable inside the truss & in the panels etc.

Any extension of this shall be agreed by the Nodal officer.

Availability, Reliability & Maintainability: Station Facility Manager shall maintain the Escalators in such a way so that the following parameters are achieved.

- **Availability**
(Operating Hrs.-unavailable Hrs.)/Operating Hrs. 99.50%
- **Reliability**
(Total operating hrs./No. of Failure 1025
(Calls except external reasons)
- **Maintainability**
(Time under corrective maintenance/No. of faults) 5

Elevators (Lifts):

The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean. Similarly, the waste disposal is also carried out in totally sealed manner without affecting the Environment.

Time Schedule:

The maintenance period for execution of the above mentioned work is for 5 years.

- a. **Service Hours:** 365 days X 24x 5 hrs with 08 hours maintenance time at night.
- b. **Response Time:** 30 Mins.
- c. **Minor Fault rectification Time:** 02 Hours
- d. **Major Fault rectification Time:** 24 Hours

When replacement/ repair of component from factory is required: 02 weeks. Any extension of this shall be agreed by the Nodal Officer.

- e. **Availability, Reliability & Maintainability:** Station Facility Manager shall maintain the Elevators in such a way so that the following parameters are achieved.

Availability
(Operating Hrs.- unavailable Hrs.)/Operating Hrs. 99.60%

Reliability
(Total operating hrs./No. of Failure 1200
(Calls except external reasons)

Maintainability
(Time under corrective maintenance/No. of faults) 4

The Station Facility Manager if awards either partly or fully of any work covered under contract to a Sub-contractor/OEM/Third party, he shall submit the documentary proof from the OEM concerned, that such award will not in any way affect the performance of the equipment/Plant, prior to the start of such work. Also, the sub-contractor firm name, address and availability of trained manpower shall be furnished for the approval.

The Authority shall have the right to make minor alterations/additions/ substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the work and Facility Manager shall carry out the work in accordance with the instructions which may be given to him by Authorized Authority' representative.

The Station Facility Manager shall on request of Nodal officer forthwith remove from the works any person employed thereon by him who in the opinion of Nodal officer may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Nodal officer.

The Station Facility Manager during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of agreement.

The work is to be carried out under the guidance of Authority only.

No T&Ps shall be issued to the Station Facility Manager. All T&Ps, Instruments, Machines, etc. will be brought by the Facility Manager only. The cost of all these items shall be borne by the Facility Manager.

The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements.

The work is to be carried out as per the recommendation of manufacturers and only original spares /materials consumables shall be used.

8.3.2 Maintenance of X-Ray Baggage Inspection System

The Station Facility Manager will execute the work i.e. **“Five year Comprehensive Annual Maintenance of X-Ray Baggage Inspection System of Railway Station.”**

- 8.3.2.1 The scope of work includes the following activities:
 - 8.3.2.2 Service network and Complaint reporting Centers :
 - 8.3.2.3 Station Facility Manager will have to develop the strong service network and should have well qualified trained maintenance team for machine.
 - 8.3.2.4 The maintenance team should be well equipped with requisite tools and testing instruments to trouble shoot the defective machine and check the functionality & performance of the machine.
 - 8.3.2.5 The location of service center & store would be well notified by the Station Facility Manager to Authority and authorized representative of Authority will have full authority to inspect service center and the store for inspection of availability of required spares, consumables, tools and testing instruments. The testing instruments like radiation meter and other measuring instruments should be calibrated.
 - 8.3.2.6 Station Facility Manager will have to maintain sufficient stock of all type of spares and consumables in stock in store required to maintain all the machines supplied to Authority. The spares and consumables consumed should regularly be recouped to ensure the availability of all the spares and consumables. Station Facility Manager shall submit the details of all spares and consumables available in the stock on quarterly basis.
- 8.3.3 Preventive Maintenance:
- 8.3.3.1 In order to minimize the downtime during Comprehensive Maintenance and to ensure proper functioning & performance of the , Station Facility Manager shall carry out preventive maintenance at least once every quarter and follow the preventive maintenance schedule as mentioned below.
- 8.3.4 Minimum Scope of work for preventive Maintenance to be carried out at least once every quarter:
- 8.3.4.1 Physical – Check the machine for physical damage and unusual wear Check that all panels are properly screwed and secured. Also check the radiation worthiness of the lead flaps and make the machine healthy and replace the defective part and defective consumables (including conveyor belt, lead flaps, acrylic tunnel etc.), if required.
 - 8.3.4.2 Clean – Open all service panels and remove accumulated dust with vacuum cleaner and foreign objects. Clean all cards, computer from inside and outside, clean the exterior of all panels.

- 8.3.4.3 Conveyor – Check Conveyor belt for center alignment and tensions, adjust as necessary. Check conveyor drive motor for oil leaks, noise and excessive wear. Check conveyor belt for signs of wear and damage. Check all rollers for wear, noise and accumulation of dirt & clean. In case any abnormality is observed, rectify the fault and replace, spare parts and consumables if required.
- 8.3.4.4 X-Ray Generator – Check for signs of oil leakage, Check that Generator is properly clamped. Check and record operating KV and mA. Check collimator and adjust as necessary. Check and correct Diode array response either through mechanical adjustment of X-Ray Generator or electronically. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 8.3.4.5 Sensor – Check sensors and reflectors for accumulation of dust, foreign matter and alignments, adjust and clean as required. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 8.3.4.6 Diode ARRAY – Check clamping and clean as appropriate. Check for any light leakage. In case any abnormality is observed, rectify the fault and replace the defective parts.
- 8.3.4.7 Connections – Check and ensure that all P.C.B.'s/PLC,s connectors and cables are fully mated. Remove all dust check for their proper functionality.
- 8.3.4.8 Electronics Check – Carry out full electronics checks in accordance with the manufacturer's recommendations. In case any defect is observed, rectify the fault and repair/replace the defective part.
- 8.3.4.9 LCD Monitor, Console / Keyboard – Check and clean, replace lamps, lenses and covers as appropriate. In case any defect is observed, rectify the fault and repair/replace the defective part.
- 8.3.4.10 Hardware, Software & Operating system of the Computer :- Check and clean the hardware, update the software and operating system if required.
- 8.3.4.11 Acrylic Tunnel- Check the physical damage Acrylic Tunnel. In case any defect is observed same will be replaced.
- 8.3.4.12 Radiation Level Test – Check radiation levels as per procedure. Ensure that Radiation leak is below prescribed limits. If the Radiation found above permissible limit all necessary and corrective action shall be taken by the contractor.

8.3.4.13 CTP test:- After completion of preventive maintenance the machine shall be checked/test by CTP to ensure proper function & performance of the machines.

8.3.4.14 Check/worthiness of the machine for entry of dust & rodent. Take appropriate measures as per requirement.

8.3.5 CAMC Period

During CAMC period Station Facility Manager shall upgrade all software & hardware support as per requirement of operation and proper functioning of machine.

8.3.5.1 During the CAMC period of X BIS machine, of any part/equipment which become absolute then the Station Facility Manager shall make good the deficiency due to obsolescence with alternate part/equipment without compromise with the availability & performance of the machine.

8.3.5.2 However, Station Facility Manager, if required may add any work content/test check in addition to the above specified minimum scope of work to be done at least once every quarter. The periodicity of the preventive schedule may also be increase if required in a year.

8.3.5.3 The Station Facility Manager shall submit a detail schedule (date and time) at least one month in advance for carrying out the preventive schedule for each of the machine installed at various station , so that authorized representative of Authority is available well in advance on the schedule machine on pre fix date & time to witness the quarterly work done in preventive maintenance & certify the same on corresponding maintenance certificate jointly by Station Facility Manager & Authority's representative immediately after carrying out the site work.

8.3.5.4 Any spare part replaced during carrying out Preventive Maintenance clearly recorded in the service report.

8.3.6 Unscheduled breakdown maintenance: -

8.3.6.1 Complaint reporting Centers: Complaints regarding malfunctioning of the machines could be registered by the Customer/passenger/ Authority/Railway either on phone by Email at nearest service centre of the Station Facility Manager. Facility Manager shall issue a complaint no. for this purpose.

8.3.6.2 Rectification time of Unscheduled breakdown: - The rectification time for all type of defects except the defect involving replacement of X-Ray generator shall not exceed 06 hours from the time of registration of complaint.

8.3.6.3 In case of defect involving replacement of X-Ray generator, replacement of defective X-Ray generator shall be done within 24 hours from the time of registration of the complaint.

8.3.6.4 Damages: If delay more than the above specified stipulated hours (i.e. 06 hours or 24 hours as per the case concerned) takes place in rectification of X-BIS machine, then damages [@ ` 500/- per day] shall levied on the Station Facility Manager.

The above rate of damage for subsequent years shall increase @10% per year(commutatively) after DLP.

8.3.6.5 The deputed engineer of the Facility Manager will report to the customer or customer's representative at the site and will inspect the system against suspected faults (if any). The necessary faulty parts will be identified and replaced from Station Facility Manager's stock of spares.

8.3.6.6 On rectification, the system will be checked for normal operation both by the Facility Manager's service engineer and the customer or customer's representative and update shall be made telephonically against the complained no.

8.3.6.7 On completion of job the radiation levels check and CTP test shall be done on machine to ensure proper function & performance of the X BIS machines. If the Radiation found above permissible limit all necessary and corrective action shall be taken by the Facility Manager.

8.3.7 Service Request

On completion of job (i.e. Preventive Maintenance and Unscheduled breakdown maintenance), service report, will be made by the Station Facility Manager's service engineer and the same should be signed by both the service engineer and authorized customer's representative. One copy of the said service report will be handed over to the Customer for their own records. Any spare part replaced during carrying out unscheduled breakdown maintenance clearly recorded in the service report. The format of service report should be approved by Authority.

At the end of every quarter, the Station Facility Manager shall submit the details of unscheduled work/replace carried out along with list of parts replaced/repared along with corrective measures undertaken to prevent there reoccurrence.

8.3.7.1 Shifting

In case the customer desires to shift the said system from one location to another, such shifting shall be done as per mutual term and condition.

8.3.7.2 New Spares & Old/Unserviceable Spare Parts

All spares, materials for servicing, T&Ps, Testing instruments, consumables including Conveyor belts, lead flaps and acrylic sheet panels required shall be provided by the Facility Manager.

8.3.7.3 Evaluation of further useful service period beyond service life of 10 years of machine.

Before, the completion of 9th year of service, all the machines shall be jointly examined by the authorized representative of Authority & Station Facility Manager for assessing, if any further useful service period beyond minimum service life of 10 years can be rendered by machine along with assessing the work involved for the additional service period beyond 10 years. The machines which cannot be used after completion of 10 years of service would be cannibalized to take out spare parts which can be used in other machines so that after retrieval of healthy spare parts, the balance machine can be scraped.

The Station Facility Manager if awards either partly or fully of any work covered under contract to a Sub-contractor/OEM/Third party, he shall submit the documentary proof from the OEM concerned, that such award will not in any way affect the performance of the equipment/Plant, prior to the start of such work. Also, the sub-contractor firm name, address and availability of trained manpower shall be furnished for the approval.

The Authority shall have the right to make minor alterations/additions/ substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and Station Facility Manager shall carry out the work in accordance with the instructions which may be given to him by Nodal Officer

The Station Facility Manager shall on request of Nodal officer forthwith remove from the works any person employed thereon by him who in the opinion of Nodal officer may misconduct himself or suspicious from security point of view and such persons shall not again be employed on the work without permission of the Nodal officer.

The Station Facility Manager during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of Work.

The work is to be carried out under the guidance of Nodal officer of Authority only.

No T&Ps shall be issued to the Station Facility Manager. All T&Ps, Instruments, Machines, etc. will be brought by the Facility Manager only. The cost of all these items shall be borne by the Facility Manager.

The manpower can also be deployed during OFF days/ holidays / night hours as per site requirements for which nothing shall be paid extra.

The work is to be carried out as per the recommendation of manufacturers and only original spares /materials consumables shall be used.

8.3.8 Annual/Maintenance Contracts of the handed over Equipment and Installations.

Station Facility Manager shall enter in to annual/maintenance contract either with the manufacturer, supplier or installation agency as the case may be. These contracts shall be renewed before the expiry of the old contract in such manner that at no point of time the equipment is without maintenance contracts. The list of major equipment will be supplied by the Authority. For major and heavy equipment these contract shall be onsite maintenance contract.

8.3.9 Hours of service

Services are to be provided on a daily basis. Twenty-four hour emergency service must be available throughout the year, irrespective of daily schedules.

8.3.10 Manpower

Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Station Facility Manager. Adequate and periodic training of staff especially any specific requirements for this building shall be complied with.

8.3.11 Equipment and stores

Station Facility Manager is obliged to provide necessary and adequate equipment, materials including sanitary, electrical fixtures and fittings, building materials etc and stores to ensure optimum service.

8.3.12 Reporting

The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with lessees, special problems, and other information as requested including day schedules and job duties.

8.3.13 Protection and damage

Station Facility Manager shall, without additional expense to the Railway/ Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Station Facility Manager's expense. Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations, including but not limited to all regulations.

8.3.14 Insurance

All Statutory insurance agreement/ policies shall be procured by the Station Facility Manager as per laws and requirements of the SFM Agreement.

8.3.15 Responsibility

The responsibility of the Station Facility Manager has been summarized below and described in the succeeding paras, pertaining to operation & maintenance of equipment and installations:

- i. Operations
- ii. Shutdowns
- iii. Equipment Failure
- iv. Non-interruption of Railway/ Authority business.
- v. Procurement of tools
- vi. Utility/ energy monitoring.

8.4 **PARKING**

8.4.1 Parking Detailed Specification

8.4.1.1 Dimensions of Parking space will be as per approved plan, approved by Authority.

8.4.1.2 The Station Facility Manager shall not erect or cause to be erected on the said land or on any part thereof any buildings or structures of a permanent or a quasi-permanent nature. However, The Station Facility Manager may lay, erect and retain upon the said land structures of purely temporary/ quasi permanent structure at his cost, of dimensions 4' X 5 X 7'. The parking rates should be displayed on the top of the structure at a conspicuous place.

8.4.1.3 The Station Facility Manager shall arrange to provide at their own expenses all the facilities stands, shelter, enclosures, fencing and other facilities on the said land and premises, and/ shall keep properly enclosed, sheltered and fenced during the continuance of License hereby granted.

8.4.1.4 The Station Facility Manager shall arrange to provide computerized boom barriers at Entry and Exit points of the parking.

8.4.1.5 Cleanliness of premises: The Station Facility Manager shall always keep the plot of land in clean and sanitary condition and shall remove all waste or unsalable properties or whatever other materials or refuse there may be from the said plot of land.

8.4.1.6 Parking Charges: The charges of parking shall be as approved by the Authority and will be updated every year by the Authority. In case of no updation after 18 months from previous updation by Authority, Facility Manager may increase the rates @5% per annum. However, on subsequent updation by Authority, updated rates by Facility Manager shall not be applicable.

8.4.1.7 Pick & Drop vehicles:- Facility Manager shall not levy any parking charges from the vehicles(private/commercial/government etc.) entering the Railway Station for picking and/or dropping passengers from the designated Pick & Drop point, which shall be nearest to the entry/exit point of Railway Station building or as decided by the Authority. However, the waiting time for these vehicles shall not be more than 10 minutes or as decided by the Authority. After lapse of this waiting time, Facility Manager is free to either remove these vehicles or move these vehicles to parking lot & levy parking charges.

8.4.1.8 Free Parking for Railway Employee: No such fees will be leviable for parking of cars/ scooters/ Motor cycles/ Car belonging to Railway Administration or cars/ scooters/ Motor Cycles/ Car of Railway employees duly authorized by Railway/ Authority or cars/ scooters/ Motor Cycles/ Car of persons holding a pass issued by the railway/Government specifying the free usage or other Exempted Persons as declared by Railway/Government.

8.4.2 Display of parking rates

The Station Facility Manager shall display a board duly painted at conspicuous places at and inside the parking area exhibiting the daily and monthly parking charges for cars/ scooters/motor-cycles as approved by the Authority.

8.4.3 Computerized parking coupons

Station Facility Manager should issue computerized parking coupons indicating date and time of parking, vehicle number, parking rates, at the entry point and money should be collected at the exit point at the time of departure, indicating the parking rates in different time slabs.

8.4.4 Staff

The Station Facility Manager shall appoint reliable and honest staff in adequate number and only such as are able to control the traffic and one of the good Moral Character and shall furnish their names to the Authority.

8.4.5 Safe custody of vehicles

The Station Facility Manager shall be solely responsible for safe custody of car or cars/scooter/ Motor Cycles parked with him/them and for any loss or damage caused to /of any car or Scooter/ Motor Cycles/ Car in his / their custody and shall indemnify the administration against all claims/ demands/ actions in respect of any loss or surcharge caused of/ to any Scooters/ Motor Cycles(s)/ Car(s) in his/their custody.

8.4.6 Insurance of Vehicles

The Station Facility Manager shall have an insurance for Car/ Scooter/ Motor Cycles etc. against loss, theft or damages etc., due to theft, fire and other accidents. Station Facility Manager shall pay the premium thereon regularly to Insurance company and submit receipt to the Authority along with the Xerox copy of such insurance policy premium receipt for verification. Station Facility Manager will make good the losses due to theft, fire, damage, etc. to the owners of the vehicle Station Facility Manager will get the insurance policy renewed from time to time during the contract period.

8.4.7 Signage

The Station Facility Manager should display adequate signage in the parking lot both at entrance and exit and other locations as deemed fit. The display boards should be at elevated position so that they are visible from a distance of 50 feet. Standard colour schemes and letter size should be adopted. Parking rates should be visible both at the time of entering and leaving. The parking rates should be printed in the middle of the parking tickets

8.5 **PEST AND RODENT CONTROL**

Pest and Rodent control is one of the main components for an efficient and smooth functioning of a railway station, with increasing footfalls every day. Some of common pests includes ants, bees, birds, cats, crickets, flies, ground squirrels, mice, mosquitoes,

pill bugs, rats, silverfish, spiders, stored-product pests, termites, wasps etc. Proper disinfection of Station Area should also be undertaken.

The groundwork steps should be considered that help ensure that any pest and rodent control program implemented will achieve the desired results and ensure the safety and health of employees as follows:

Assess the built-up property for signs of insects, such as flies, mosquitoes, spiders, ants, rodents and external areas for stray animals as well as weed infestations that threaten to overwhelm flowerbeds and grass areas.

8.5.1 Activities to be performed

The main aim of the Station Facility Manager is to prepare a pest and rodent control plan which is in line with good industry practice including bromadiolone baits and closing of burrows at regular intervals. Select the appropriate control methods customized to the classes and combinations of pests detected within each class. Treatment locations and frequencies can become part of an annual preventive maintenance program.

Once the controls are in place, maintenance staff will have to check devices and areas regularly as recommended by the supplier to determine the results, whether that is the declining presence of pests or further action required due to changing conditions, seasons or weather patterns. Regular use of Disinfectants should be done to keep Station Area clean and hygienic.

Station Facility Manager should ensure all products are properly labeled and contain appropriate warnings about hazards, use and handling as well as what to do in an emergency. If pest and rodent controls require hazardous chemicals, other solutions can be considered, such as ultrasonic devices that repel rodents and require no chemicals, and continuously upgrade the program to more environmentally safe methods.

8.5.2 Detailed specifications

Common Pest and Rodent Control Strategies

8.5.2.1 Biting insects: One common class of pests includes biting insects — flies, mosquitoes. A number of pesticides and chemical fogs work well to combat these insects. Other, more environmentally friendly approach involves a device that attracts the insects, vacuums them into a net and dehydrates them.

8.5.2.2 Termites: Termite control requires use of a class of pesticides called germicides.

8.5.2.3 Rodents: Rodents can be trapped or poisoned with a number of toxic pesticides.

8.5.2.4 Pest-control strategies: Developing a comprehensive, integrated pest-control program, after analyses of pest-control programs help maintenance team develop knowledge bases that will lead to more efficient, cost-effective programs that are environmentally friendly. Analysis also will establish a sound basis for continuous improvement as new, more effective solutions become available.

8.5.3 Equipment

The Station Facility Manager shall deploy the effective and safe equipment for applying pest and rodent control measures. A brief list of equipment is listed below which is indicative only and not exhaustive.

- Spray Pump
- Fogger
- Insect killer lamp
- Ultrasonic pest repeller
- Rechargeable handheld insect killer
- Termite tool and injector
- Rodent Bait Station

The above listed equipment are to be deployed by the Station Facility Manager as a minimum

8.5.4 Safe working practices

In addition to that above equipment Station Facility Manager shall provide personal protective equipment for the worker. This should be in addition to the personal protective equipment used for all other activity.

If the pest and rodent control program requires hazardous chemicals, such as some insect sprays, the Station Facility Manager will have to keep material safety data sheets available to all concerned staff and provide information and training in handling chemicals.

All management and supervisory personnel are responsible for training the pest and rodent control staff to use recognized safe working methods. The general safety working practices recommended are as follows:

8.5.4.1 Protective clothing

The appropriate clothing issued includes a uniform and, if appropriate (but not limited to), gloves, safety helmet, safety glasses, safety shoes, and safety harness. The cleaning staff should also be informed not to wear jewellery, keep their hair tied back from the face and to wear closed in shoes.

8.5.4.2 Handling of Manual equipment

The pest and rodent control staff should ensure the following:

- Do not touch chemical with bare hands
- Use proper ear protection equipment
- Avoid direct contact to pest and rodent control

8.5.4.3 Handling of Safety Equipment

The Pest and rodent control staff/ supervisor should:

- a. Follow safe lifting and carrying techniques by lifting with his/ her knees bent and arms straight;
- b. Be concerned with his/ her own personal hygiene by:
 - i. Bathing and washing hair regularly;
 - ii. Washing hands after each cleaning task;
 - iii. Wearing clean clothing every day.
- c. Not get distracted during operations as this may result in injury to self or others;
- d. Ensure that he/ she does not engage in any 'horseplay' as this may result in injury to self or others;

This is to prevent cross-infection from one area to another and this policy is mandatory for all employees where the system is implemented. On completion of training, the supervisor should ensure that each worker follows the training given and continues to work in a safe manner. A training checklist is prepared and completed for each employee who acknowledges the same. The employee initials against each skill trained in and signs the form confirming that they have been trained in the safe working method indicated in the form.

8.6 CLOAK ROOM & LOCKER FACILITY

8.6.1 The Station Facility Manager shall arrange to provide at their own expenses all the facilities stands, racks, lockers and other facilities on the said premises.

8.6.2 The Station Facility Manager shall arrange to provide computerized system for Cloak Room & Locker facility.

8.6.3 The staff should be deputed on all days by the providing staff in shift, suitable rest givers for weekly rest and substitute when any of them remain absent in any case.

8.6.4 Cloak Room & Locker charges will be as approved by the Authority

8.6.5 Cloak Room & Locker charges should be displayed at a conspicuous place.

8.6.6 Working hours

The Station Facility Manager shall arrange to provide 24 hours service for Cloak Room & Locker facility.

8.6.7 Cleanliness of premises

The Station Facility Manager shall always keep the space clean and shall remove all waste.

8.6.8 Computerized coupons

Station Facility Manager should issue computerized coupons for Cloak Room & Lockers, indicating date and time, number of packages Cloak Room/Locker charges.

8.6.9 Safe custody of the Articles

The Station Facility Manager shall be solely responsible for safe custody of the articles kept by the passengers in cloak room in his / their custody and shall indemnify the administration against all claims/ demands/ actions in respect of any loss or surcharge caused of/ to any article(s) in his/their custody.

8.7 RETIRING ROOMS/ DORMATORY/ REST HOUSE UPKEEP

- 8.7.1 The Station Facility Manager shall provide basic facilities including a bed, mattress, blankets, linen, drinking water, AC & a television in each Retiring Room, Dormitory and Rest house.
- 8.7.2 The Station Facility Manager shall ensure to supply neat and clean blankets and linen etc. in each Retiring Room/Dormitory and Rest house.
- 8.7.3 The Station Facility Manager shall provide Bucket, mug, jug, flask, hangers, dustbin, crockery etc. for all the rooms.
- 8.7.4 The Station Facility Manager shall ensure cleaning of the occupied room every day after it is vacated by any occupant's and before the new occupant's checks in. Additionally, changing of drinking water in jug whenever new occupants check in or as and when required by the occupants, shall also be the responsibility of the Station Facility Manager.
- 8.7.5 Passenger will have to produce a reserved journey ticket in order to be able to book retiring room/dormitory.
- 8.7.6 The Station Facility Manager shall provide services, dusting and cleaning (dry & wet) with cleaning equipment of all furniture and fixture items consisting of all rooms, passage, pantry, toilets etc. of Retiring Room/Dormitory/Rest house as per schedule of services.
- 8.7.7 The Station Facility Manager shall provide provision and maintenance of Cable/Broadband/WiFi connection in Retiring Rooms/Dormitory/Rest house.
- 8.7.8 It shall be responsibility of the Station Facility Manager to arrange periodical treatment of BED BUGS and treatment of Rodent Control.
- 8.7.9 It shall be responsibility of the Station Facility Manager to dispose off garbage at least twice in a day and / or any time when garbage accumulated in a large quantity than the capacity of dustbin /garbage drum. The Station Facility Manager shall ensure that garbage should never be kept overnight in the premises.
- 8.7.10 The staff should be deputed on all days by the providing staff in shift, suitable rest givers for weekly rest and substitute when any of them remain absent in any case.
- 8.7.11 The Station Facility Manager shall ensure that all the staff available in the Retiring Rooms/Dormitory/Rest house on duty is always in the uniform with name plate & FM's badge. He shall get the uniform approved by Authority or his authorized representative. Approved uniform shall be provided by Facility Manager.
- 8.7.12 Station Facility Manager has to maintain an occupancy register on a prescribed Performa as approved by the Authority .

The Station Facility Manager will charge the occupants of retiring rooms/dormitory/rest house lower or equal to the extant provisions of Railways. Railway Officials occupying the rest house/retiring room on duty shall not be charged any fee as per extant provisions. Self certification by the Railway Official about being on duty after establishing his/her identity shall suffice as proof of being on duty. However, such details have to be submitted in every month to Authority.

8.7.13 Station Facility Manager has to keep a complaint register available, all the time on booking counter of Retiring Rooms/Dormitory/Rest House. On the basis of the nature of complaint in complaint register, the complaints will be forwarded to the concerned department and its disposal will be indicated in the register.

8.7.14 A suitable storage space will be provided by the Authority, free of cost, to the contractor for keeping his stores.

8.7.15 Following fines will be imposed on the Station Facility Manager for different lapses or deficiencies in services by the Station Facility Manager or his staff.

Sr No.	Description	Fine imposed in `
1.	Any complaint regarding not maintaining the cleanliness in Retiring Room/Dormitory/Rest House.	1,000/- per complaint.
2.	Any Complaint regarding supplying dirty linen to the occupant.	1,000/- per complaint.
3.	Misplacement or loss of complaint register	10,000/- per incident.
4.	Complaint regarding non-availability of proper uniform and/or identity card with the Facility Manager staff on duty.	500/- per person

For any other complaint, except the above, the decision of Authority authorised representative shall be final.

8.7.16 All necessary tools, equipment, consumables and other materials etc. required for the Retiring Room/Dormitory/Rest House shall be arranged by the Station Facility Manager.

8.7.17 Address and telephone number of the supervisor and their rest givers substitutes shall be given to Authority or his representatives.

8.7.18 Authority will conduct surprise checks to verify the occupancy of the Retiring Room/Dormitory/Rest House. If Station Facility Manager sublets any portion of the Railways premises or if any unauthorized persons are found inside, Authority will impose suitable damage.

8.7.19 Advising Authority or his representative, on the position/ availability of the suits & dormitory and name of occupants whenever asked for in addition to a written report daily at 17.00 hrs.

8.7.20 Advising the Electrical Department about any failure in electricity and failure of electrical equipment.

- 8.7.21 Accommodation, kitchen and store for Station Facility Manager's staff will be given by the Railways at the appropriate location as deemed fit by the Authority free of cost. However other equipment i.e. gas, big utensils, crockery, gas chulha, commercial cylinders and its refilling will be by the Station Facility Manager.
- 8.7.22 The Station Facility Manager shall arrange to provide food (Break Fast, tea /Snacks, Lunch and Dinner) under hygienic conditions for the guests on chargeable basis at approved rates.
- 8.7.23 Supply of beverages and meals in suitable crockery and utensils, serving lunch and dinner during meeting and conferences as per notified timings, taking proper measures and precautions for fire hazards. He shall be responsible for picking up the utensils, Crockery including cleaning of the tables and proper upkeep of the crockery and cutlery and kitchen utensils. The persons engaged for catering services should be in proper clothing including hand gloves at the time of services and should be neatly and properly dressed. Catering services are required to be available normally round the clock on all days. The services are required to be prompt & to the satisfaction of the occupants in a professional and decent manner.

8.8 HELP DESK MANAGEMENT

The helpdesk services of Station Facility Manager pertain to the problems on helpdesk and resolving the problems to closure, which occur on day to day basis. Station Facility Manager will be required to manage helpdesk in the building wherein the problems will be logged either on telephone, in person or through email. Helpdesk will classify all such calls and would forward / allocate to the concerned departments, i.e. engineers / Technicians, Supervisor or any concerned operational staff for resolution. For each type of problem, the response time would be defined and Station Facility Manager will adhere to it.

8.8.1 Activities

The activities expected/ to be performed by the Station Facility Manager are explained below:

- 8.8.1.1 This helpdesk will receive, log and track all calls related to the end users in the premises. For calls/ services it is not directly responsible, these would be informed and escalated to the concerned Railway/Authority's personnel as decided and communicated to the helpdesk from time to time.
- 8.8.1.2 Helpdesk will be manned and managed on a 24x7 basis by qualified computer literate helpdesk operators.
- 8.8.1.3 Helpdesk will be allotted a dedicated telephone extension no. by Railway/ Authority.
- 8.8.1.4 An email ID will be provided for helpdesk by Authority
- 8.8.1.5 Any problem logged in helpdesk either telephonically or through mail will be registered by helpdesk operator in a complaint register and allotted a unique no. on that date.
- 8.8.1.6 Work orders will be made by helpdesk operator and handed over to respective attendant to attend to the problem.
- 8.8.1.7 Any complaint lodged in helpdesk will be responded depending on nature of the problem but not later than 1 hour and resolved within 2 hours (routine complaint) of logging the complaint.
- 8.8.1.8 Once the call is closed, the respective attendant may get the signature of the complainant or Station Manager/Superintendent or his representative on the work order. Helpdesk operator will counter check before closure of any problems assigned.
- 8.8.1.9 Resolution of the problem will be reconfirmed by the helpdesk operator with the complainant and then will close in the register.
- 8.8.1.10 At the end of each day, the unattended and pending problems will be carried forward to the next day and a report of such problems will be prepared and forwarded to the respective facility team in premises.

8.8.2 Responsibility

8.8.2.1 Work wise priorities

- 8.8.2.1.1 Station Facility Manager shall implement a planned work environment in which work is planned, scheduled, coordinated, and documented by a work order control system and in coordination with the help desk processes. Service provider will work with site management to ensure there is always a response appropriate for the severity of the situation or problem.
- 8.8.2.1.2 Service provider will ensure its employees are versed in both interpreting and assigning work order priorities in a manner consistent with site's program.
- 8.8.2.1.3 Work shall be prioritized and completed in-accordance with relevant codes.

8.8.2.2 Priority level

- 8.8.2.2.1 Safety related – An unsafe condition related to the facility or equipment which places an individual in danger or has the potential of creating a dangerous situation. Indoor air quality issues are included.

- 8.8.2.2.2 Mission critical – A condition based on a need to meet critical schedules, to complete other critical functions, to procure critical information or to address code/regulatory requirements.
- 8.8.2.2.3 Asset threatening – A condition which, if un-addressed, could lead to further damage to the facility, equipment, contents, or site. This Includes equipment and systems classified as critical with redundancy, and classified as non-critical, as well as security issues.
- 8.8.2.2.4 Abnormal symptom – A condition based on a reported anomaly that may have the potential to be asset threatening, mission critical or safety related.
- 8.8.2.2.5 Corrective maintenance – An Unplanned maintenance to correct an abnormal condition which will restore the item to an acceptable operating condition.
- 8.8.2.2.6 Preventive Maintenance – Planned maintenance which has a pre-planned schedule, pre-planned tasks and fixed duration. Perform per mutually agreed schedule.
- 8.8.2.2.7 Special Projects – improvements, alterations, adds, moves or changes which can be scheduled as a floating project not defined within the above priorities and shall be completed as per mutually agreed schedule.
- 8.8.2.3 Escalation
- All routine problems, helpdesk related problems, operations related problems, will be handled by the service provider without any intervention of Authority

If any call is not resolved within the agreed timelines, it will be escalated to the concerned as per the escalation matrix as per the method statement.

8.9 FACILITIES FOR DIFFERENTLY ABLED PEOPLE

Station Facility Manager is responsible for maintaining and providing the facilities for differently able people. The infrastructure for the same shall be provided by the Authority.

8.9.1 Infrastructure & services

The infrastructure and services have been bifurcated in terms of the responsibility of the Authority and Station Facility Manager.

8.9.1.1 Infrastructure (responsibility of Authority)

Various components for these service provisions shall be put in place by the Authority as part of infrastructure. These shall include but not limited to the following:

- Access ramps
- Tactile flooring
- Wheels chairs
- Special rest rooms
- Battery operated carts

8.9.1.2 Services (responsibility of Station Facility Manager)

- These infrastructural components as described above shall be serviced, operated and maintained by Station Facility Manager.
- All the ramps and tactile flooring shall be made clean and clutter free fit for use of disabled end users. Ramps shall not be allowed for use of storing.
- Attendants at the Wheel Chair parking area shall be provided in adequate numbers.
- Attendants shall also be provided near the rest rooms for differently able people.

8.10 ADVERTISEMENT

8.10.1 Detailed Specification of Advertisement

8.10.2 The advertisements at spaces outside the Rail Display Network Area will vest with the Station Facility Manager in terms of the SFM Agreement.

8.10.3 All advertisers, recognized agents or otherwise, wishing to advertise at spaces outside the Rail Display Network Area will have to deal directly with the Station Facility Manager and but the third party agreements shall be entered into after approval by Authority.

8.10.4 Type of Publicity: The publicity right will include all types of medias including hoardings, glow signs/ neon signs, video walls, different forms of electronic display, Unipole, tri-vision, showcases, balloons etc.

8.10.5 Type of Publicity not allowed:

8.10.5.1 The Authority reserves the Right to disallow Publicity of types, at any point of time publicity which has a bearing on safety, aesthetics, security, synchronicity with existing / blocked, proposed and new sites without compensation.

8.10.5.2 Advertisements pertaining to liquor, cigarettes, pan masalas and other intoxicants and any other subject/item considered objectionable under various Acts and laws of the Govt. shall not be displayed. There shall be no obscenity in the design and matter of the advertisement material. The Facility Manager will abide by various state and statutory laws relating to advertisement/display of items. The Facility Manager shall be fully liable for any contravention in this regard and shall be suitably taken up under the laws of the land. The advertiser will have to discontinue display of such advertisements for which the Authority will issue instruction. Facility Manager is liable to abide by the various laws of State and Statutory Law relating to advertisement/display of items.

8.10.6 Station Facility Manager shall have to be solely responsible for abiding with all laws of land and sign papers giving indemnity to Authority for any loss / damages arising out of such displays.

8.10.7 Sites/Locations exempted from contract: Vending stalls will be permitted to display the brand names of products sold by them on the stalls only. Neither the Station Facility Manager will have a locus-stand for objecting to display of logos of vendors own brand, products on sale on these vending stalls, nor shall vending stalls or Railway/ Authority be liable to pay any amount to Station Facility Manager in this tender for displaying such advertisements on vending stalls / trolleys.

8.10.8 Submission of Blue Print and approval of text & design of displays: At the beginning of the contract, the Station Facility Manager will be required to submit the blueprint of the display to the Railway/ Authority for approval before physical execution of the work. The blue print of the display plan will include existing and new sites.

8.10.9 The Station Facility Manager shall submit/show the plan/text design of all the advertisements to be displayed and obtain prior approval of the Authority for such displays.

8.10.10 The Station Facility Manager will submit a safety certificate from an approved chartered engineer regarding the safety aspect of structure/hoardings erected by him and non-infringement of Railway track by the same. The Facility Manager will be responsible for damages caused due to heavy winds, storms, fire, explosion, riots or other unforeseen causes and indemnify the railways/ Authority on account of the above mentioned causes.

- 8.10.11 The Station Facility Manager may be allotted extra sites over and above the assessed area on his request, only after getting the approval for technical and Aesthetical feasibility of the sites from Authority.
- 8.10.12 Maintenance of display register: The Facility Manager will maintain a display register media-wise and keep it up to date on every first of the month and the entries in the register will be signed by representative of Authority and the Facility Manager.
- 8.10.13 Clearance from Civic authorities: It will be the responsibility of the Station Facility Manager to obtain all necessary permission from Civic Authorities as required under law in operation from time to time to enable him to display their material and will pay the fee or any other charges directly to concerned authority at his own. Such charges, if any, are not deductible from amount quoted in this contract agreement.
- 8.10.14 Station Facility Manager will have to get the clearance for display of advertisement/hoarding from the competent authority (if required) and also pay advertisement tax etc. if any imposed by the authority acting on behalf of Court or State Govt. or Central Govt.
- 8.10.15 Illumination/electricity for displays: the facility manager will be permitted to illuminate the displays. Railway will provide electricity connections wherever requested by the Station Facility Manager and it is possible for Authority to do so on prescribed charges. The Station Facility Manager shall have liberty to make his own arrangement for illumination, at his cost. However, while doing so extent regulations in respect of safety shall be complied with by the Station Facility Manager at his own cost.

8.11 RETAIL

- 8.11.1 Area/space shall be allotted as sub-licensee as per approved plan approved by Station Facility Manager and copy of the same shall be forwarded to Authority for information and record purpose. Space shall be given on sub-license for the approved activity, not for the excluded activity. Extra space if required, can only be permitted after proper approval of Authority and payment of charges as decided by the Authority.
- 8.11.2 Any other applicable taxes shall be borne by the retailer itself including electricity and maintenance charges. Copy of the agreement made between Station Facility Manager and Retailer shall be forwarded to Authority before its execution for approval. The exclusive retailing for Railway Stations/Platforms/Concourse Halls/Circulating Area etc. will vest with the Station Facility Manager.

- 8.11.3 The Authority reserves the Right to disallow sub-license, at any point of time, for a period not exceeding 12 months, due to safety and security of the premises for which no compensation will be granted.
- 8.11.4 Space pertaining to liquor, cigarettes, pan masalas and other intoxicants and any other subject/item considered objectionable under various Acts and laws of the Govt. shall not be given. Station Facility Manager is liable to abide by the various laws of State and Statutory Law relating to retailing of items.
- 8.11.5 Station Facility Manager shall have to be solely responsible for abiding with all laws of land and sign papers giving indemnity to Authority for any loss / damages arising out of such retailing.
- 8.11.6 The Station Facility Manager shall submit/show the plan to be given and obtain prior approval of the Authority for such retailing.
- 8.11.7 The Station Facility Manager will be allotted extra space over and above the assessed area on his request, only after getting the technical and aesthetical feasibility of the sites from the Authority.
- 8.11.8 The Station Facility Manager will maintain a display register shop-wise and keep it up to date on every first of the month and the entries in the register will be signed by representative of Authority and the Station Facility Manager.

8.12 REPAIR & MAINTENANCE OF STATION ASSETS

Repair and maintenance of Station Assets as buildings, platforms and its shelter, roads, parking area, pathways for parcel movement, subways etc. excluding commercial area shall be carried out by Station Facility Manager. Notwithstanding any provision in the SFM Agreement the Facility Manager shall repair and maintain all buildings falling in Station Area as defined under the Schedule 1 of Station Facility Management Agreement.

- 8.12.1 Obligation of Station Facility Manager shall be as under:
- 8.12.2 Hours of service: Repair, replacement and maintenance services are to be provided on a daily basis.
- 8.12.3 Manpower: Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Station Facility Manager.

- 8.12.4 Equipment and stores Station Facility Manager is obliged to provide necessary and adequate equipment, materials and stores to ensure optimum service.
- 8.12.5 Reporting: The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with lessees, special problems, and other information as requested including day schedules and job duties.
- 8.12.6 Facilities: An on-site storage facility shall be provided by Railway/ Authority where a separate space shall be demarcated for janitorial and other supplies by the Station Facility Manager. The Station Facility Manager shall also ensure efficient/optimum use of the storage space such that all necessary supplies i.e. periodically consumable items and frequently used items including electrical and sanitary fixtures/fittings, building materials etc. are accommodated. Station Facility Manager shall be responsible to maintain these areas in a clean and orderly state.
- 8.12.7 Protection and damage: Station Facility Manager shall, without additional expense to the Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Station Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations, including but not limited to all regulations.
- 8.12.8 Insurance: All Statutory insurance agreement/ policies shall be procured by the Facility Manager as per laws and requirements of the SFM Agreement.
- 8.12.9 Activities: Repairs to floor, dado, plaster, pipe fittings, drain, sewer, Road, circulating area, white washing and painting, doors and windows including all fixtures of building asset shall be included in this activity.
- 8.12.10 Detailed Specification for maintenance of Station Assets.
Station assets shall be maintained as per following documents as and where applicable which are not exhaustive and as per the best practices of the industry:
- i. Indian Railways Works Manual, 2000 amended from time to time.
 - ii. Indian Railways Telecom Manual 2007 amended from time to time
 - iii. Railways Schedule of Dimensions 1676mm Gauge (BG), Revised 2004
 - iv. All Pertinent IRS Specifications issued by the Civil Engineering Directorates of the Ministry of Railways.

- v. IRS Code of Practice for Plain, Reinforced and Pre-stressed Concrete for general Bridge Construction.
- vi. Manual for Standard and Specifications for Railway Stations, 2009 (Vol. 1&2)
- vii. Indian Electricity Act 2003
- viii. Electricity Rules 2005
- ix. Compliance of relevant Iss for equipment, cables, switches etc.
- x. Compliance of relevant Railway Board and RDSOs instructions

8.13 MAINTENANCE FOR CIVIL WORKS AND OTHER STATION ASSETS

8.13.1 The Station Facility Manager will execute the Maintenance for civil works and other station assets.” Facility Manager shall prepare the method statement including necessary drawings, specifications, block requirement etc. for the approval of the Authority. The above work shall cover the following.

- a. Provision of all necessary labours, construction equipment, instruments and appliances in connection with all above mentioned work as specified or as per method statement or as directed by Nodal Officer or the representative of Nodal Officer.
- b. In case of major addition/alterations the drawings including details of structural drawings may be got approved from Authority.
- c. Any other item of work as may be required, to be carried out as per CPWD as relevant, for completing the job in all respects and or to ensure the structural stability and safety of the work during maintenance. However, in the event any item is not mentioned in CPWD’s schedule then details of such item to be taken from Railway’s schedule, and in case any item is not mentioned in Railway’s schedule also, then details of such item to be taken from non schedule item (NSI).
- d. Specifications of execution of work for all items as per relevant IS codes or structural drawing with method statement shall be approved by Nodal officer.
- e. Clearing site after completion of work and handing over of all the works, as specified and directed by Nodal officer.
- f. Damage caused to properties of Railway/ Authority if any, during execution of above work shall be rectified by the Station Facility Manager at his cost.
- g. The work shall be carried out as and when required by Authority with all safety precautions. The Station Facility Manager shall ensure all his workers shall have Personal Protective equipment (PPE’s) at his cost (not to be charged to the worker) and ensure safety of site by providing Barricades for restricting movement of public to work area. The barricade arrangement shall be approved by Nodal Officer keeping in view the overall circulating pattern of the commuters in the station.
- h. All regular minor and major repairs at stations i.e. upkeep will be Station Facility Manager’s responsibility and it should be ensured by deploying his staff with instruction for frequent inspection. Further before attending the deficiencies he should inform Nodal Officer so as to ensure quality.

- 8.13.2 The scope of the work includes periodical inspection of the premises by the contractor himself, identifying the defects, make a proposal to the Nodal officer, obtain his approval and carry out the work. In general, responsibility of the station building kept cleaned and updated position will rest with the Station Facility Manager.
- 8.13.3 In addition, the defects noticed by Authority officials will also be endorsed in the Complaint Book being maintained at the Station office which should be acknowledged by the representative of the Station Facility Manager along with the indication of time which it would be attended to. Complaints of regular nature, if continues, will be considered as discredit to the Station Facility Manager.
- 8.13.4 In addition, the monthly joint inspection will be carried out by Authority officials and items identified should be informed to the Station Facility Manager along with the specified time during which it can be attended. This will be an item of the regular check during the next monthly inspection. These items shall be recorded in Site Order Book / Complaint and Progress Monitoring Register maintained at Station.
- 8.13.5 All materials used in the works shall be of the quality of their respective kinds as specified in CPWD, obtained from sources and suppliers approved by the Nodal officer and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice. However, in the event any item is not mentioned in CPWD's schedule then details of such item to be taken from Railway schedule, and in case any item is not mentioned in Railway's schedule also, then details of such item to be taken from non schedule item (NSI).
- 8.13.6 All materials used in Railway stations during construction stage are approved materials. In addition, to materials used to construct Authority stations. Some of the additional approved sources/vendors of materials are as follows: (The list is indicative and for guidance).

S.No.	Details of Materials/ Products	Manufacturer's Name / or Equivalent specification
1.	Adhesive	Pidilite, Araldite ,
2.	Flush Doors	Samrat,Kanchan Prima Swastik, Kutty, Diamond, Raveela, Alpro.1
3.	Gypsum Board	India Gypsum Limited , GYPROC, Saint Gobain or equivalent
4.	Aluminium Sections	Indian Aluminium Co./Hindustan Aluminium/Jindal
5.	Float Glass	Float Glass India Ltd/Asahi Float/Modiguard Reliable Safety Glass Ltd/Glaverbell/Saint Gobain/Tata Float.
6.	Powder Coatings	Berger/Nerocoat/Jenson and Nicholson
7.	Tile Joint Filler	Bal Adhesives and Grouts/"Roff Rainbow Tile Male" of RoffConstruction Chemicals Pvt. Ltd/Winsil 20/Silicon Sealant of CE Bayer Silicon/"Zentrival FM"

		or MC Bauchemie (India)Pvt.Ltd/Laticrete, Ferrous Crete.
8.	Ceramic Tiles	Kajaria/Bell/Johnson/Nitco/Naveen/Somany/ Orient
9.	Vitrified Tiles	“Naveen Diamontile” of Murudeshwar Ceramics Ltd./”Granamite of Restile Ceramics Limited/”Marbo Granit” of Bell GranitoCeramica Ltd./Kajaria, NITCO.
10.	Synthetic Enamel	ICI Dulux Gloss/Berger/Asian/Nerolac/Jenson and Nicholson
11.	Interlock Paving Tiles	Unistone/CCC Builders Merchant Delhi Pvt. Ltd./Nimco Prefab.
12.	Door Fittings	Dorma, Hafele,Doorset,Dline./Godrej/Classic
13.	Cement	L&T,ACC,GRASIM,GujratAmbuja, Birla (Ordinary Portland Cement of Grade 43.
14.	Reinforcement Bars	TISCO,SAIL,RINL,IISCO
15.	Admixture	FORSOC,MBT,Asian Lab, MC Bauchemie,Chembond.
16.	Structural Steel	TATA, SAIL,ESSAR, JINDAL,RINL,IISCO
17.	Welding Electrodes	ADVANI,ESAB-MODI-ARC/Weld Excel India
18.	Ready-Mix Concrete(RMC)	ACC,Unitech,Grasim,LandT,Jindal
19.	Internal and External Paints	Berger/Asian/Nerolac/Jenson andNicholson.
20.	PVC Doors	M/s. RajashriForex Ltd. or equivalent, SYNTEX, CACTUS.
21.	Plastic Emulson Paint	Berger,Asian, Nerolac,Jenson and Nicholson, ICI , Dulux
22.	Sanitary Installations	Hindustan Sanitary Wares and Industries Ltd, CERA
23.	G.I. Pipes	Jindal Pipes Ltd,TATA, Prakash ,Surya
24.	G.I. Pipe Fittings	UNIK make or equivalent.
25.	Water supply Fittings	Heavy Duty Industrial fittings of Jaguar or equivalent make, Parko, Hindware, Pariware, Cera,Roca ETC
26.	Electrical items	The material provided including cables, wires, switch boards, AC, WC panel, fixtures etc. should be of reputed brands

8.13.7 In case of non-availability of specified materials the alternative material should be used with the prior approval of Nodal Officer. The approval should be obtained in writing.

8.13.8 In addition to Test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Nodal officer when called for. In such

cases, materials will not be brought to the site without prior approval of the Nodal officer.

8.13.9 Samples provided to the Nodal officer are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Nodal officer.

8.13.10 Samples required for approval and testing must be supplied in advance to allow for testing and approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works.

8.13.11 The Station Facility Manager will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Nodal officer.

8.13.12 Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the Facility Manager at his own cost within 7 days.

8.13.13 All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices. Facility Manager shall also submit Quality Assurance Programme and Methods Statements for special works to be done before the start of work for approval of Nodal officer.

8.13.14 Minimum Level of inventory maintained at site office. Minimum Quantity of following items to be kept as needs required in store of Facility Manager's:-

S.No	Items	Details	Quantity
1	Stone(granite, kota, marble red stone etc)	All colours and thickness used in his section	10sqm each
2	Tiles- wall and floor	All colours and thickness used in his section	1 box each
3	False ceiling	All colours and thickness used in his section	10 sqm each
4	Sanitary fittings	All fixture used in his section	5 nos. each types
5	Door closer	All type used in his section	5 nos. each types
6	Door locks	All types used in his section	5 nos. each types
7	Safety equipment (PPE, CAUTION TAPE ETC)		5 nos. each types
8	G.I. Pipes	All types used in his section	5 nos. each
9	Ceramic Tiles	All types used in his section	10 sqm each type
10	Vitrified Tiles	All types used in his section	10 sqm each type
11	Synthetic Enamel	All types used in his section	20 litres each type
12	Plastic Emulsion Paint	All types used in his section	10 litres each type

13	Internal / External Paints	All types used in his section	10 litres each type
14	Sanitary Installation	All types used in his section	5 Nos each types

Issue /receipt and upkeep of store items shall be responsibility of Station Facility Manager.

8.13.15 The colors and thickness of stone, tiles, false ceiling and type of doors, sanitary and water supply fittings shall be intimated at the time of start of work.

8.13.16 Right of way (within Railway land) to the work site will be provided to the Station Facility Manager.

8.13.17 No material, tools, and equipment shall be supplied by the Authority. The Station Facility Manager has to arrange all tools, equipment, materials etc. required for the work. The Station Facility Manager shall have to identify sources for supply of all materials and get them approved by the Nodal officer before the use. The Station Facility Manager shall submit the sample to the Nodal officer and shall use only after the sample is approved.

8.13.18 The Station Facility Manager shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Nodal officer.

8.13.19 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the Station Facility Manager at his cost. The transportation for disposing the debris shall also be arranged by the Station Facility Manager.

8.13.20 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

8.13.21 Necessary permissions/approval of the Nodal officer's representative shall be obtained before carryout the work.

8.13.22 Accidents; - It shall be the entire responsibility of the Station Facility Manager to adopt all the safety measures & deploy the personnel who are adequately trained in safety. If any accident occurs within the Railway jurisdiction while carrying out the works or due to negligence on the part of the Station Facility Manager's personnel, it shall be the full responsibility of the Station Facility Manager.

8.13.23 The Station Facility Manager will make himself aware of all labour regulation and their impact & shall be responsible for labour welfare and compliance with prevalent labour laws.

8.13.24 Program of works:

- 8.13.25 The Station Facility Manager should work round the clock if required. The major activities, which are affecting the commuters/ traffic to be done at the non-operational/non peak hours.
- 8.13.26 The Station Facility Manager shall co-ordinate his programme to the extent feasible with the programmes of other works to be engaged at the site or in the vicinity of the site, as furnished by the Nodal officer so that the works can be carryout as per the overall program.
- 8.13.27 Security arrangements for the work shall be in accordance with general requirements and the Station Facility Manager shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 8.13.28 Station Facility Manager's employees and representatives shall wear Identification Badges (cards), helmets, gum boots & other safety/protection wear as directed by Nodal officer, and to be provided by the Facility Manager. Badges shall identify the Facility Manager and show the employee's name and number and shall be worn at all times while at site.
- 8.13.29 The Station Facility Manager shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Station Facility Manager shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Facility Manager shall observe the following instructions.
- a. Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Station Facility Manager's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Nodal Officer.

In the conduct of works activities and operation of equipment, the Station Facility Manager shall Utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize air/noise pollutio

b. n.

- 8.13.30 The Station Facility Manager shall also set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of maintenance work at his own cost. The space for the office shall be provided by Authority free of cost. This office may be utilized as control room and store for keeping minimum inventory required for executing the work. Minimum level of inventory shall always be maintained. The indicative details of inventory are mentioned already. This office shall be manned by Facility Manager staff consisting of One manager, One Supervisor

and one helper cum beldar. One Helper cum beldar shall be available round the clock. The cost of providing such man power shall be borne by the Facility Manager. The contact number / Mobile number of manager supervisor shall be intimated in writing to Nodal officer or his authorized representative. Identity card shall be issued to these staff by Authority on submission of application in prescribed format and payment of requisite fee.

8.13.31 One “Site Order Book / Complaint and Progress Monitoring register” shall be maintained at field office. All complaints should be recorded in this register and should be attended to within 24 hours of reporting or any reasonable time as specified. Failure to attend the complaint within the specified time period shall attract damage at the rate of 10% of estimated cost. In addition to that, the work shall be executed at the risk and cost of Facility Manager. The works noted in complaint register shall be in addition to regular works to be executed.

8.13.32 The qualification details of staff deployed at site office is as follows. In case of non-deployment of specified staff suitable damages as mentioned below shall be levied.

a)	Minimum qualification and experience of contractor staff employed at site office	
i)	Manager	Graduate Civil Engineer with 3 year experience / Recognized Diploma Holder in Civil Engineering with 5 year experience
ii)	Supervisor.	Recognized Diploma holder with 2 years experience
b)	Damages in the event of non deployment of specified staff at site office.	[` 20000/- per month] for Manager. [` 15000/- per month] for Supervisor.

8.13.33 The contractor’s staff should come to duty in proper uniform. The uniform of the Station Facility Manager agency shall be got approved by the Authority.

8.13.34 Identity card to each Station Facility Manager staff shall be issued by the Authority on payment of requisite fee for police/RPF verification and cost of card. The Station Facility Manager should submit application for this in the prescribed format clearly providing basic details affixing photograph and finger prints of the concerned staff. In the absence of valid identity card, the Station Facility Manager staff shall not be permitted to enter into the station premises.

8.13.35 All works shall be carried out without unreasonable noise and disturbance. The Station Facility Manager shall indemnify and keep indemnified the Authority from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings,

damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

8.13.36 Water supply and electricity expenses shall be borne by the Station Facility Manager.

8.13.37 Defect liability period in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed from 1 year to the satisfaction of the Nodal officer.

8.13.38 The Station Facility Manager shall comply with all the provisions of the Minimum Wages Act, 1948, The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, EPF act, ESI Act etc as applicable and amended from time to time and rules framed there-under and other labour laws affecting Facility Manager labour that may be brought into force from time to time.

8.13.39 Storage of dismantled materials will be the responsibility of Facility Manager. Dismantled material, if order by Nodal Officer or representative, so accumulated is to be submitted to Authority on quarterly basis or more frequently.

8.13.40 All the stations must be inspected jointly by Station Facility Manager and Authority representative and inspection note shall be issued jointly. All the defects appearing in inspection note shall be rectified within specified time, The progress will be checked during the next monthly inspection. The proforma of inspection shall be provided by Nodal Officer.

8.13.41 The Station Facility Manager shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the SFM Project and with the security arrangements applicable to any other site within the SFM Project.

8.13.42 If required by the Nodal officer, the Facility Manager shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Nodal Officer of the bonafides of any such person or entity.

8.13.43 All lights provided by the Facility manager shall be so placed or screened as not to interfere with signs, signals or lights. The Facility Manager shall not in any way obscure or affect signs, signals or lights, in use by any relevant authority. In the event that the Facility Manager does so, the Facility Manager shall pay all costs associated

with the re-setting, re-instating or provision of alternatives for any sign, signal or light, obscured or affected.

8.13.44 The Facility Manager shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the work, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.

8.13.45 The Facility Manager shall provide all necessary access, assistance and facilities to enable the Nodal officer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented.

8.14 PAINTING WORK OF ROOF STRUCTURE AND OTHER ASSETS

8.14.1 The Station Facility Manager will execute the work i.e. "Painting work of roof structure of station." Station Facility Manager shall prepare the drawing for the approval of the Authority as part of the method statement.

8.14.2 The above mentioned work should be carried out with Station Facility Manager's own material & labour as per the specification & drawing.

8.14.3 No material, tools, and equipment shall be supplied by the Authority. The Station Facility Manager has to arrange all tools, equipment, materials etc. required for the work. The Station Facility Manager shall have to identify sources for supply of all materials and get them approved by the Nodal Officer before the use. The Station Facility Manager shall submit the sample to the Nodal Officer and shall use only after the sample is approved.

8.14.4 The Station Facility Manager shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Nodal Officer.

8.14.5 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the Station Facility Manager at his cost. The transportation for disposing the debris shall also be arranged by the Facility Manager.

8.14.6 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

- 8.14.7 Necessary permissions/approval of the Nodal Officer representative shall be obtained before carryout the work.
- 8.14.8 It shall be the entire responsibility of the Station Facility Manager to adopt all the safety measures & deploy the personnel who are adequately trained in safety. If any accident occurs within the Railway jurisdiction while carrying out the works or due to negligence on the part of the Station Facility Manager's personnel, it shall be the full responsibility of the Station Facility Manager.
- 8.14.9 The Station Facility Manager should work round the clock if required. The major activities, which are affecting the commuters/ traffic to be done at the non-operational/non peak hours.
- 8.14.10 The Station Facility Manager shall co-ordinate his programme to the extent feasible with the programmes of other works to be engaged at the site or in the vicinity of the site, as furnished by the Nodal Officer so that the works can be carryout as per the overall program.
- 8.14.11 Security arrangements for the work shall be in accordance with general requirements and the Station Facility Manager shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 8.14.12 Station Facility Manager's employees and representatives shall wear Identification Badges (cards), helmets, gum boots & other safety/protection wear as directed by Nodal Officer, and to be provided by the Facility Manager. Badges shall identify the Station Facility Manager and show the employee's name and number and shall be worn at all times while at site.
- 8.14.13 The Station Facility Manager shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Station Facility Manager shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Station Facility Manager shall observe the following instructions.
- 8.14.14 Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Station Facility Manager's expense. All work areas shall be smoothened and graded in a manner to confirm to natural appearance of the landscape as directed by the Nodal Officer.

- 8.14.15 In the conduct of works activities and operation of equipment, the Station Facility Manager shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize air/noise pollution.
- 8.14.16 The Station Facility Manager shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record. In case of specified items such as steel, cement, paint and bitumen etc. if required.
- 8.14.17 The Station Facility Manager may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.
- 8.14.18 All works shall be carried out without unreasonable noise and disturbance. The Station Facility Manager shall indemnify and keep indemnified the Authority from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.
- 8.14.19 Hours of service Repair and maintenance services are to be provided on a daily basis.
- 8.14.20 Manpower: Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Facility Manager.
- 8.14.21 Equipment and stores: Station Facility Manager is obliged to provide necessary and adequate equipment, materials and stores to ensure optimum service.
- 8.14.22 Reporting: The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with lessees, special problems, and other information as requested including day schedules and job duties.
- 8.14.23 Protection and damage: Station Facility Manager shall, without additional expense to the Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety

practices and comply with applicable safety regulations, including but not limited to all regulations.

8.14.24 Insurance All Statutory insurance agreement/ policies shall be procured by the Station Facility Manager as per laws and requirements of the SFM Agreement.

8.15 DETAILED SPECIFICATION FOR MAINTENANCE OF WATER SUPPLY SYSTEM AND ITS NETWORK

8.15.1 Water Treatment Plant (if provided) shall be maintained as per manual prescribed by original manufacturer (OEM) or shall be maintained as per Indian Railways Works Manual, 2000 amended from time to time or as per the best practices of the industry. As per Indian Railway Works Manual, water quality standard is reproduced below.

8.15.2 Water Treatment, Supply and its Network

8.15.2.1 Quality of Water: It should be ensured that the water supplied is clear, potable, free from pathogenic organisms and odour. Water should be of reasonable temperature and free from minerals which could produce undesirable physiological effects. The physical and chemical Standards as per BIS may be adhered for drinking water supply.

8.15.2.2 Water Samples for Analysis: Whenever the quality of water from any source of supply or from taps is to be tested and samples are required to be collected by the Engineering staff, the following procedure should be followed:-

8.15.2.2.1 Sterilized glass-stopper bottles available with the Station Facility Manager should be obtained. Bottles separately available for bacteriological or chemical examination have to be appropriately used. The paper cover of the stopper should be removed just before taking the sample. The stopper should be removed just before filling the bottle and replaced immediately after. The stopper should be held from the top while the bottle is being filled. Contamination while filling the bottle must be avoided. There should be no external contact with the mouth of The bottle or the part of the stopper that goes into it. The bottle should be filled to about 25mm below its neck.

8.15.2.2.2 When samples of water are taken from a tap, the mouth of the tap should be heated by a spirit lamp for 3 minutes. Water should then be allowed to flow for 5 minutes before the sampling bottle is filled.

8.15.2.2.3 If the sample is to be obtained from a tank or a reservoir or a river, the unopened bottle is to be held in water about 300 mm below the surface and away from the

edge without disturbing the bed. The stopper should then be removed, the bottle withdrawn when full; a few drops of water poured out and the stopper replaced and tied down.

8.15.2.2.4 Well water should be collected by lowering the bottle (tied with a piece of weight) into the well by a string attached to the neck-; the stopper should be removed by another string tied to it and the bottle filled in with water, not from the surface but from a point a meter or two above the bottom of the well. If collected from a tube-well with a pump, the water should be allowed to flow for about 20 minutes.

8.15.2.2.5 Bottles containing samples of water should be properly labeled, packed around with ice and saw-dust and sent without any delay to reach the laboratory. Satisfactory packing and expeditious dispatch are essential for a proper bacteriological examination.

8.15.3 Method of Treatment

8.15.3.1 The aim of water treatment is to produce and maintain water that is hygienically safe, clean and potable in an economical manner. Treatment should ensure the desired quality at the end points of consumption.

8.15.3.2 The method of treatment to be employed depends on the nature of raw water and the desired standards of water quality. The unit operations in water treatment constitute aeration, flocculation (rapid and slow) and clarification, filtration, disinfection, softening, de-fractionation, de-fluoridation and water conditioning. Different combinations are possible to achieve the required quality of water. The choice of any particular sequence of treatment will depend not only on the quality of the raw water available but also on the comparative economics of alternative treatment steps to get desired quality.

8.15.3.3 In the case of ground water storage which are well protected, where the water has turbidity below 10 NTU and water is free from odour and colour, plain disinfection by chlorination is adopted before supply.

8.15.3.4 Where ground water contains excessive iron, dissolved carbon dioxide and odorous gases, aeration followed by flocculation and sedimentation, rapid gravity or pressure filtration and disinfection may be necessary.

8.15.3.5 Conventional treatment including pre-chlorination, aeration, flocculation and sedimentation, rapid gravity filtration and post-chlorination are adopted for highly polluted surface waters laden with algae or other micro-organisms.

8.15.3.6 Water with excessive hardness will need softening by conventional method or by ion exchange method.

8.15.4 Disinfection of Water

8.15.4.1 Water treatment processes described in paragraph above remove micro-organisms to varying degrees. For utmost safety of water for drinking purposes, disinfection of water has to be done to remove disease producing organisms before it enters distribution system. Disinfection is also required to prevent contamination of water during its transit from the treatment plant to the place of its consumption. The efficiency of disinfection depends on the nature of disinfectants. For treatment on larger scale, chlorination is generally used as treatment for disinfection. Chlorine can be applied in water by using liquid chlorine, chloramines or as free chlorine gas. A minimum of 30 to 60 minutes contact time must be provided before delivery of water to the consumer.

8.15.4.2 Utmost care shall be taken for storage and use of disinfectants. All safety precautions as laid down in relevant codes shall be taken.

8.15.4.3 Sufficient number of chlorinators in working conditions should be available with the Inspectors of works. To decide the quantity of chlorine to be added Inspector of works should find out breakpoint chlorination and accordingly chlorinate the supply.

8.15.5 Residual Chlorine

8.15.5.1 Minimum residual chlorine available at the farthest end shall be 0.2 mg per liter. However, where distribution is long and complex it may be difficult to maintain the minimum residual value and in such cases re-chlorination may be carried out in the distribution system.

8.15.5.2 During monsoon months or if specific complaints are there, super-chlorination more than 2 ppm of chlorine may be resorted to effectively get rid of bacteria.

8.15.5.3 The Station Facility Manager should frequently check the concentration of residual chlorine at the consumer point by orthotolodine test. In this test 100 ml of chlorinated water sample is collected in the test tube. 1 ml of orthotolodine solution is added to it. The colour formed is noted, value of the residual chlorine is directly determined by comparing the colour so obtained with the standard chart of colours of non-chlorine residuals. Divisional Engineer should ensure sufficient number of equipment with all the field units.

8.15.6 High-level storage

8.15.6.1 Storage Capacity :Normally, the storage capacity should be equal to the higher of the following figures:-

With efficient stand-by pump:-

- b One-quarter the maximum water consumption in 24 hours) One-third the normal water consumption in 24 hours

Without stand-by pump:-

- c One-third the maximum water consumption in 24 hours) One-half the normal consumption in 24 hours.

Local conditions should however be considered when deciding on the storage capacity, Each tank may be partitioned to facilitate cleaning or repairs.

8.15.6.2 Maintenance and Cleaning of Storage Tanks

8.15.6.2.1 For the inspection, maintenance and painting of steel-work, action should be taken as detailed in the Indian Railways Bridge Manual.

8.15.6.2.2 Tanks used for the storage of drinking water should be rubbed and cleaned at such intervals as specified by the Railway/Authority. The cleaning of water tank and disinfection should be carried out as per recommended procedure. Tanks used for the storage of water for locomotive and carriage washing purposes should be scrubbed and cleaned at least once in six months.

8.15.6.2.3 Reports on cleaning of tanks should be submitted to the Authority by Station Facility Manager who shall maintain a register with complete particulars for the purpose. The periodical reports should include information regarding the condition of external and internal painting and corrosion, if any.

8.15.6.2.4 The dates of cleaning and of both external and internal painting should be painted on one side of the staging in such a manner that these are readily visible.

8.15.6.3 Float Gauges and Scouring Sluices

8.15.6.3.1 Every high level storage tank should be provided on the outside with a float gauge with a scale marked in meters divided into 5 parts to indicate the water level in the tank.

8.15.6.3.2 Every storage tank whether at high level or at ground level should be provided with a sluice at its sill level to facilitate the cleaning of the tank.

8.15.6.4 Protection against pollution.

8.15.6.4.1 High service storage tanks, for drinking water in particular, should be locked and provided with gauze wire to obviate pollution by birds and growth of algae.

8.15.6.4.2 Separate Supplies for Drinking and Other Purposes.

8.15.7 Where there are separate mains for drinking water and water for other purposes, it should be ensured that when any junctions or branches are laid, the two supplies may not get connected. The economics of having a separate distribution system for water unfit for drinking purpose viz-a-viz the treatment cost of that water and supplying through the single distribution system has to be worked out in relevant cases and a proper choice made.

8.15.8 Water unfit for drinking purpose can be in many cases economically used for purposes such as carriage washing, washing aprons, platforms etc.

8.15.9 Residual Pressure – Distribution maintaining the capacity of pipe line and system should be designed for the following cleaning of pipe lines, minimum residual pressures at ferrule points.

- Single storey building 7m
- Two storey building 12m
- Three storey building 17m

8.15.10 Distribution system should not ordinarily be designed for residual pressures exceeding 22m. Multi-Storeyed buildings needing higher pressure should be provided with boosters.

8.15.11 Preventive Maintenance

8.15.12 Preventive Maintenance of water supply distribution pipe lines assures the twin objectives of preserving the hygienic quality of water in the distribution mains and providing conditions for adequate flow through the pipe lines without leakages. Two of the main functions in the management of preventive aspects in the maintenance of mains are assessment, detection and prevention of wastage of water from pipe lines and cleaning of pipe lines.

8.15.13 Protection Against Pollution Near Sewer and Drains.

8.15.14 Horizontal Separation – A water main should be laid such that there is at least 3m separation, horizontally from any existing or proposed drain or sewer line. If local conditions prevent this lateral separation, a water main may be laid closer to a storm

or sanitary sewer, provided that the main is laid in a separate trench, or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 0.5m above the top of the sewer.

8.15.15 Vertical Separation – In situations where water mains have to cross house sewer, storm drain, or sanitary sewer, it should be laid at such an elevation that the bottom of the water main is 0.5m above the top of the drain or sewer with the joints as remote from the sewer as possible. This vertical separation should be maintained for a distance of 3m on both sides measured normal to the sewer or drain it crosses.

8.15.16 Carriage Watering System

On all new watering stations, carriage watering arrangement shall be by side filling. The rate of flow at delivery end on hydrant shall not be less than 100 liters per minute. The diameter of pipe, general arrangement of pipe line, spacing of wheel valve and height shall be as per standard drawing issued by RDSO.

8.15.17 It is preferable to have separate overhead tank of required capacity for carriage watering.

8.16 MAINTENANCE AND OPERATION OF WATER SUPPLY INSTALLATIONS

8.16.1 Responsibilities:

The Station Facility Manager shall be responsible for:-

- The adequacy of water supply at all sources, permanent and auxiliary.
- The dispatch of samples of water if so required to be done, from water supply sources, storage-tanks or taps for chemical and bacteriological analysis to the Medical Department.
- The maintenance and operation of water purification plants.
- The maintenance and periodical cleaning of all storage tanks.
- The maintenance of all pipe lines and specials, hydrants and water-taps in station yards and colonies, fire hydrants at stations, goods sheds and loco sheds.
- The maintenance and periodical testing of all water meters wherever installed. The testing should be carried out at least once a year.
- The periodical testing and joint-recording of consumption in meters at such points where supply to the railway is made by outside bodies.
- Wastage and leakage detection survey should be carried out and action taken to reduce the losses.

8.16.2 Standards of quality of drinking water

8.16.2.1 Physical/ chemical standards

S. No.	Characteristics	Requirement (Desirable Limit)	Permissible limit in the absence of alternate source
1.	Turbidity (NTU scale) 5.0	10	-
2.	Colour Haten units 5.0	25	-
3.	Taste and odour	Unobjectionable	-
4.	Ph value	6.5 to 8.5	No. relaxation
5.	Total dissolved solids (mg/l) max.	500	2000
6.	Total hardness as CaCo3 (mg/l) max	300	600
7.	Chlorides as Cl ₂ (mg/l) 250	1000	-
8.	Sulphates as SO ₄ (mg/l) max.	200	400
9.	Fluorides as F (mg/l) max.	1.0	1.5
10.	Nitrates as No ₃ (mg/l) max.	45	100
11.	Calcium as Ca (mg/l) max.	75	200
12.	Iron as Fe (mg/l) max. 0.3	1.0	-
13.	Zinc as Zn (mg/l)max.5.0	15.0	-
14.	Mineral Oil (mg/l)max.0.01	.03	-
15.	Copper as Cu (mg/l) max. Toxic materials	0.05	1.5
16.	Arsenic as As (mg/l) max.	0.05	No. relaxation
17.	Cadmium as Cd (mg/l) max.	0.01	-do-
18.	Lead as Pb (mg/l)max.0.05	-do-	-

S. No.	Characteristics	Requirement (Desirable Limit)	Permissible limit in the absence of alternate source
19.	Residual free chlorine (mg/l) max.	0.2*	-
Source :Indian Standard – Drinking water – specification (First Revision) IS: 10500-1991 by BIS			
*When protection against viral infection is required, it should be min. 0.5 mg/l.			

8.17 REPAIR & MAINTENANCE OF ELECTRICAL SUBSTATION, POWER SUPPLY SYSTEM & APPLIANCES AND EQUIPMENT

8.17.1 Obligation of Station Facility Manager shall be as under

8.17.2 Hours of service: Repair and maintenance services are to be provided on a daily basis. Twenty four hour emergency service shall be made available throughout the year, irrespective of daily schedules.

8.17.3 Manpower: Station Facility Manager shall ensure that adequate manpower – working (staff) and supervisory level are available to carry out all services. The manpower shall be provided with uniforms & identity cards. All statutory obligations such as PF, ESI, Minimum Wages, etc. shall be complied with by the Facility Manager.

8.17.4 Equipment and stores: Station Facility Manager is obliged to provide necessary and adequate equipment, materials including electrical fixtures, fittings, consumables for regular operations including replacements and stores to ensure optimum service.

8.17.5 Reporting: The Station Facility Manager will submit a daily report noting alteration/improvements, contacts with lessees, special problems, and other information as requested including day schedules and job duties.

8.17.6 Protection and damage: Station Facility Manager shall, without additional expense to the Authority, be responsible for all damages to persons or property that occurs in connection with the contracted work performed. Breakage, loss or damage of any office equipment or other property which may occur in or about the building as a result of Station Facility Manager's operations or of the actions of its agents or employees shall be at Station Facility Manager's expense. Station Facility Manager shall take all necessary precautions for protection against injury to all personnel engaged in the performance of the SFM Agreement. Station Facility Manager shall observe all safety practices and comply with applicable safety regulations, including but not limited to all regulations.

8.17.7 Insurance All Statutory insurance agreement/ policies shall be procured by the Facility Manager as per laws and requirements of the SFM Agreement.

8.18 DETAILED SPECIFICATION FOR REPAIR AND MAINTENANCE OF ELECTRICAL SUBSTATION, POWER SUPPLY SYSTEM, APPLIANCES AND EQUIPMENT

Electric substation and Solar System provided at Station shall be maintained as per manual prescribed by original manufacturer (OEM) or as per the best practices of the industry.

Electrical appliances and equipment including lighting fixtures, fittings, Fans, coolers etc should be kept throughout in working condition by undertaking proper operations, service and replacements of damaged/worn out components. The replacements would be conforming to the materials approved by Railway/Authority.

9 EMERGENCY & DISASTER PREPAREDNESS

Station Facility Manager has to prepare an emergency response plan to various types of emergency conditions which shall comply with the latest standards and codes for earthquake, disaster climate conditions and the like depending upon the geographical location of the station and crowd/usage pattern of the station. Dynamic temporary threats from traditional & non traditional sources also need to be incorporated into the stations emergency response plan. The approach to handle them begins with the definition of the potential threat and the critical assets (e.g. People, operational Facilities) whose protection is necessitated by the threat. This is essentially a planning process that produces an emergency response plan. In some cases the analysis may result in physical infrastructure adjustments. However it depends primarily on the physical protection in place from the traditional safety protocols and features such as Fire/life safety and an operational strategy that will effectively mitigate the threat. Critical Steps in this analysis and planning are:

- Threat assessment
- Evaluation of asset vulnerability
- Assessment of existing safety and security capability both in physical plant and in existing operations (e.g. Available staff at station, police and fire dep't Response capabilities)
- Implementation of additional protocols and physical features to address threat Operationally and at physical plant.
- Development of an operational emergency response plan that incorporates and coordinates existing response capabilities (police and Fire) and provides for additional ones (e.g. Chemical. Biological), establishes new security procedures and protocols (e.g. training, ongoing planning and review by staff), define specific response roles for response group and population affected by threat during potential incident

The Station Facility Manager and will develop a security plan that addresses the static and dynamic security concerns identified by the MOR for this station. It would also be responsive to the operational requirements of MOR and any other government agency having jurisdiction over the project.

10 Enhancement of Damages

Unless otherwise specified, all pre-specified periodic damages/ penalties/ fines under SFM Agreement, for failure in equipment or service by Station Facility Manager, shall increase @10% per year (cumulatively). Every year, Facility Manager shall submit the update these damages/ penalties and submit to Authority not later than 10th April of every year for its correctness. Once approved, this list shall become part of SFM Agreement.

11 Annexure 1 to Schedule 2
DETAILS OF MACHINERY AND EQUIPMENT TO BE DEPLOYED AT STATION

Sr No.	Type of Machinery/E quipment required for the work	Make/ model	Minimum No. of Machinery deployed	Details of equipment to be provided by Facility Manager			Remarks
				Quantity	Make	Model	
1	Cold Water High Pressure Jet	Karcher, Taski-Diversey, Eureka Forbes, Fasa, Roots	1				
2	Battery operated Walk Behind Automatic scrubber dryer	Karcher, Taski-Diversey, Eureka Forbes, Fasa, Roots	1				
3	Electrically operated Walk Behind automatic scrubber drier	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	1				
4	Single disc floor scrubbing machine	Karcher, Taski-Diversey, Eureka Forbes, Fasa, Roots	2				
5	Wet & Dry vacuum cleaner	Karcher, Taski-Diversey, Eureka Forbes, Fasa, Roots	2				
6	Hand held scrubbing machine for vertical surfaces.	Karcher, Taski-Diversey, Eureka Forbes, Fasa, Roots	1				
7	Backpack Dry vacuum	Karcher, Taski-	1				

	Cleaner	Diversey, Eureka Forbes, Fasa, Roots					
8	Automatic Escalator Cleaner cum Automatic Scrubber Dryer Machine	Karcher, Taski- Diversey, Eureka Forbes,	1				
9	Manual Sweeper with inbuilt manual vacuum system	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Roots	2				
10	Window glass cleaning kit with 20 ft extendable non – metallic telescopic pole,	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Roots	1				
11	Twin Bucket wet mopping trolley with wringer for Large Areas	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Roots	2				
12	Complete Dry mopping system with swivel frame & nonmetallic rod with microfiber base	Karcher, Taski- Diversey, Eureka Forbes, Fasa, Roots	1				
	Complete	TASKI	1				

	wet mopping system with Kentucky mop head and nonmetallic rod	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots					
	Complete Damp Mopping system with swivel frame and nonmetallic rod and microfiber base	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	1				
	Microfiber Cloth	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	50				
	Floor Signage	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	2				
	Carry Basket for carrying Housekeeping utility/Chemicals	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	4				
	Covered Dustpan with Broom	Karcher, Taski-Diversey, Eureka Forbes, Fasa,Roots	2				
	Floor Squeegee	Karcher, Taski-Diversey,	2				

		Eureka Forbes, Fasa,Roots					
20	Folding Ladder/Hydr aulic ladder To enable a person to reach areas above normally reachable height, for example roof, cable tray, false ceiling, lighting, billboardsetc	General Item	2				
22	Biodegradab le garbage bags To dispose off the garbage accumulated at the designated area	General Item	As Required				
23	Que Manager To enable real time cleaning/cor doning area	General Item	As Required				
24	General Items as required for cleaning Parking Lots like Broom, Pan, trolley.	General Item	02 Sets				
25	Spatula	General Item	05 Nos				

Note:

1. Items listed from S No. 1 to 9 shall be classified as machinery and items listed from S No 10 to 25 shall be classified as equipment.
2. Details of Machines and equipment proposed to be mobilized must be entered in above table.

Signature of Station Facility Manager

Type of Machines and their specifications

1. Cleaning machine must be of same make/ model and brand as specified above and compatible to detail technical specifications as mentioned below.
2. The specifications of machines as mentioned below are for guidance only and not exhaustive. There may be minor variation in machines of different make. Specifications, of similar machines of concerned brand shall be strictly adhered. No reduction in the minimum number & specification of machines & equipment required to be deployed shall be accepted.
3. No alternate machines shall be permitted. All the machines must have authentic branding clearly displayed on it and shall be of latest version and make. New machines must be deployed initially.
4. No under capacity machines would be acceptable.
5. Laminated sheets of 'DOS' & 'DONTs' must be supplied by the equipment Supplier in at least two regional languages, with each machine deployed. Certification of origin shall be produced by the equipment manufacturing company stating that the machine or equipment are genuine and procured from the said manufacturer.
6. The above list is indicative only and if the Facility Manager feels that to serve the intended purpose some additional machines will be required he may include the same All the machines deployed in cleaning operations should be kept upto-date in proper working condition by replacing worn out parts as per the frequency/renewal period of parts.
7. For high rise cleaning or cleaning at height and where ever required, the Station Facility Manager shall provide safety belt and other Personal Protective Equipment to the cleaning and housekeeping personnel.

8. Damages shall be levied at the rate of Rupees one thousand per day in each case of short deployment of Machinery. In case of breakdown, the machine should be repaired within 48 hours of reported time. Deployment of non specified/under capacity/old machines shall be treated as short deployment and damages @ ` 1000/- per day shall be levied in each case.

Technical Specifications For Different Machines To Be Used

a. Cold Water High Pressure Jet:

This machine is required to pressure wash platform area, tracks, drains etc. The machine should be equipped for cleaning hard floor areas, stair cases & walls with pressurized water. The machine should be rugged, ergonomically designed and should be of a make of worldwide repute and proven utility. Rotatory nozzle should be provided with the machine.

Technical Specifications:

- Should have a Total Stop System, i.e., On the release of the gun trigger, the motor should stop immediately to avoid damage during the by pass phase.
- On pulling trigger, the jet should start automatically immediately to provide maximum pump protection.
- Should have a wobble plate system to minimise moving elements and prevent wear & tear
- Should have a separate detergent tank with low pressure detergent suction through VENTURI effect, to lower the operating pressure of the machine.
- The motor pump should have Three ceramic pistons brass pump
- Should have Glycerin pressure gauge
- Should have Hi-Pressure Hose Reel.
- The machine should have an option of sand blasting.
- Operating pressure should be between 725 to 1740 psi
- Delivery rate should be between 650 to 700 l/h
- Power consumption should be upto 3.2 KW
- Machine RPM should be between 2500 to 3000 (Min and Max respectively)
- Machine weight should be between 28 KG to 32 KG
- Operating voltage should be 240 V ~ 50 Hz
- Power cable length minimum 5 Meter
- Should be a pressure regulator installed to increase or decrease pressure based on surface type to prevent damage to the surface
- Detergent tank should be inbuilt
- Motor should be of 4 HP
- Machine dimension should be of 59 x 37 x 87 cm

b. Battery Operated Walk behind automatic Scrubber Dryer

The machine is required for scrubbing and buffing the metro station platform, concourse area, lobby, gallery etc which has a smooth surface. The machine shall perform wet scrubbing and drying simultaneously on the floor surface, and should also be capable of buffing.

Technical Specifications:

- The Auto Scrubber Drier should have brush system with flexible brush coupling. The flexible brush coupling helps in delivering even allocation of brush pressure on the floor. Also, the brush follows the floor profile on the full working width. This helps in removing complete soil from all types of floors.
- Should have a V shaped squeegee. V shaped squeegee allows excellent water pick up on the full working width. Innovative shape helps in pick up of bigger pieces of dirt.
- The squeegee should have a flexible suspension. The flexible suspension follows track of brushes exactly and retracts when in contact with an obstacle. This helps in 100% edge to edge water pickup. Also, protects furniture and other equipment if hit by squeegee
- The Squeegee should have a click mechanism for squeegee fixation. Squeegee can be easily removed / fixed with the click mechanism.
- Should have a direct suction i.e. no bends in the suction hose. Removes larger pieces of dirt without clogging. This results in better performance and reduced downtime
- Should have a Dual Axle System. Dual axle gives a excellent manoeuvrability and a very small turning radius. Thus give efficient cleaning in congested smaller areas
- Should have an ergonomically designed handle. Ergonomically designed handle helps in easy use of the operator regardless of his/ her height. Gives safety and allows long working periods without tiredness.
- All regularly used functions should be in full sight. Viz. Water, Brush and Vacuum On/Off, squeegee lifting and brush lifting. All working functions are in full sight of the operator and can be operated without leaving the working position
- Should have internationally coded maintenance points (Yellow colour). Points to be maintained are yellow in colour. Viz. Floater, Recovery tank – including seieve, Fresh water filter, Brush and Squeegee. This helps in fast and efficient maintenance and reduced service needs
- Recovery tank should have an wide opening. Wide opening is easy to remove and clean.
- Squeegee body made of one single aluminium piece. Squeegee blades can be used from all the four sides. Blades can be changed by opening one single screw. Thus is easy to clean and change blades. The mounting of blades is easy

- The chasis of machine should be of Polypropylene reinforced with glass fibre. Innovative material that is light weight and highly robustness (used in automotive industry – cross country). Extremely durable construction of the chasis of machine
- Brush Hood should be flexible and allow deflection. No cracks in case of mechanical impact
- Ideal performance should be 1290 square meter per hour, so that entire area can be covered under the specified schedule.
- Working width should be 430 mm
- Scrubbing/buffing tool should be Disc Brush only.
- Capacity of solution tank should be 40 Liters and same should be of the recovery tank also
- Noise level permitted maximum 58 db
- Nominal consumption should be 900 Watts
- Rated voltage must be 24 Volts
- Class 3 protection must with CE, CB, S+ (Safety Mark) certificates and IPX4 water splash protection grade
- Vibration should not be more than 0.13 M/sec/sec
- Machine dimension should be 1160 x 475 x 1195 mm
- Squeegee width should be 690 mm
- Wheel diameter 200mm and castor wheel diameter 100 mm
- Should have at least 3 meter cable length for charging
- Brush diameter 430 mm with 165 rpm
- Brush pressure required 43 kg
- Suction power in terms of air flow should be 34 l/s
- Battery capacity should be 50 to 70 Ah/C5

c. Electrically Operated Walk behind automatic Scrubber Dryer

The machine is required for scrubbing and buffing the metro station platform, concourse area, lobby, gallery etc. which has a smooth surface. The machine shall perform wet scrubbing and drying simultaneously on the floor surface, and should also be capable of buffing.

Technical Specifications:

- The Auto Scrubber Drier should have brush system with flexible brush coupling. The flexible brush coupling helps in delivering even allocation of brush pressure on the floor. Also, the brush follows the floor profile on the full working width. This helps in removing complete soil from all types of floors.
- Should have a V shaped squeegee. V shaped squeegee allows excellent water pick up on the full working width. Innovative shape helps in pick up of bigger pieces of dirt.

- The squeegee should have a flexible suspension. The flexible suspension follows track of brushes exactly and retracts when in contact with an obstacle. This helps in 100% edge to edge water pickup. Also, protects furniture and other equipment if hit by squeegee.
- The Squeegee should have a click mechanism for squeegee fixation. Squeegee can be easily removed / fixed with the click mechanism.
- Should have a direct suction i.e. no bends in the suction hose. Removes larger pieces of dirt without clogging. This results in better performance and reduced downtime.
- Should have a Dual Axle System. Dual axle gives a excellent manoeuvrability and a very small turning radius. Thus give efficient cleaning in congested smaller areas.
- Should have an Ergonomically designed handle. Ergonomically designed handle helps in easy use of the operator regardless of his/ her height. Gives safety and allows long working periods without tiredness.
- All regularly used functions should be in full sight. Viz. Water, Brush and Vacuum On/Off, squeegee lifting and brush lifting. All working functions are in full sight of the operator and can be operated without leaving the working position
- Should have internationally coded maintenance points (Yellow colour). Points to be maintained are yellow in colour. Viz. Floater, Recovery tank – including sieve, Fresh water filter, Brush and Squeegee. This helps in fast and efficient maintenance and reduced service needs
- Recovery tank should have an wide opening. Wide opening is easy to remove and clean.
- Squeegee body made of one single aluminium piece. Squeegee blades can be used from all the four sides. Blades can be changed by opening one single screw. Thus is easy to clean and change blades. The mounting of blades is easy
- The chassis of machine should be of Polypropylene reinforced with glass fibre. Innovative material that is light weight and highly robustness (used in automotive industry –cross country). Extremely durable construction of the chassis of machine
- Brush Hood should be flexible and allow deflection. No cracks in case of mechanical impact
- Ideal performance should be 1290 square meter per hour, so that entire area can be covered under the specified schedule.
- Working width should be 430 mm
- Scrubbing/buffing tool should be Disc Brush only.
- Capacity of solution tank should be 50 Liters and same should be of the recovery tank also
- Noise level permitted maximum 69 db
- Nominal consumption should be 1500 Watts
- Rated voltage must be 240 V ~ 50 Hz Volts

- Class 1 protection must with CE, CB, S+ (Safety Mark) certificates and IPX4 water splash protection grade
- Vibration should not be more than 0.13 M/sec/sec
- Machine dimension should be 1160x475x1195 mm
- Squeegee width should be 690 mm
- Wheel diameter 200mm and castor wheel diameter 100 mm
- Should have at least 25 meter cable length for working
- Brush diameter 430 mm with 165 rpm
- Brush pressure required 30 kg
- Suction power in terms of air flow should be 34 l/s

d. Single Disc Floor Scrubbing Machine:

The machine is required for regular cleaning, maintaining & buffing/crystallization of metro stations & concourse areas, which have a smooth surface. The machine will perform wet scrubbing of floors and small areas of metro stations.

Technical Specifications:

- Should have closed handle, with ergonomic design which Gives protection to hands. Also, gives high electrical safety due to double insulation.
- Double safety lock to ensure safety, and wire loop to prevent damage to the wire/machine
- Adjustable and foldable handle for easy mobility and ease of use
- Should have a Floating pad drive to ensure a constant working pressure and enables the machine to be used on uneven floors
- Cleaning solution distribution shall be from the centre of the pad. This ensures that the whole surface of the pad is utilised.
- Machine should be capable of multiple applications, so that wet scrubbing, Stripping, Buffing, spray cleaning and crystallisation can be done.
- Vacuum Unit and Suction Skirt facility should be available. This ensures, that the dust emission in to the air is prevented and can operate without vacuum cleaner also.
- Working width should be of 43 cm
- 165 RPM speed with 42 Kg of weight
- Vertical clearance should be 31.5 cm
- Nominal consumption to be 1100 watts
- Cable length should be at least 15 meter
- Must be free from HAVS (WEF), with certification ENV 25349
- Noise level should not be more than 57db

e. WET & DRY VACUUM CLEANER

This machine is required for all purpose picking up of coarse, fine, dry and damp dirt as well as water and other liquids from surface. To be used jointly with Single disc floor scrubbing machine.

Technical Specification:

- Container capacity should be 22Liter in wet operation
- Container capacity in dry operation should be 28 Liter
- Machine Container volume should be 45 Liter
- Machine Weight with cable should be 10.5 Kg
- Sound level should be maximum 64 db
- Nominal consumption of power should be 1000Watts
- Vacuum created should be 22Kpa
- Max air flow should be 60 L/S
- Dimensions should be 390x630x440
- Cable length minimum 10m
- Suction hose length should be 2.2m
- Must have Castors, 5 in number for easy and smooth portability
- Castor diameter should be 50mm
- Protection class must be Class II
- SEV, OVE certifications are must

f. Handheld Scrubbing Machine for vertical surfaces

This machine is required to perform cleaning of awkward places, hard to reach areas, stairs, vertical surfaces, corners etc with scrubbing function in a mechanized cleaning environment. The machine should be battery operated and should have provision of an extension so that operator can reach areas where physically its difficult to reach or working area is not adequate, like under seats etc.

Technical Specifications:

- Cleaning brush RPM should be 350
- The battery should be charged in 45 minutes
- After full charge, machine should be capable of operating for 30 minutes
- Should have extendable handle, with handle minimum length should be 110 cm and maximum length should be 137 cm. the handle should have control to operate the machine when used with handle.
- Machine must be operatable by single hand when not attached to handle, hence weight including battery is maximum 5 kg
- Should be accompanied with a quick charger of 9.6 Volts
- Scrubbing brush dia should be 18 cm and pad holder fix dia 14.5 cm
- Manufacturer should provide complete machine with all accessories, no external fabrication/modification is permitted on the machine.

g. Backpack Dry Vacuum Cleaner

This machine is required for dry vacuuming to pick up dust, debris and other coarse particles from vertical surfaces, vacuuming of AC vent outlets, false ceilings, cable tray etc areas. This machine shall be on the back of the operator for easy, comfortable and efficient operation.

Technical Specifications:

- Machine should be with multiple nozzle system for different applications.
- For easy carrying, weight with cable should not be any more than 5.9 KH
- Should have inbuilt strap system for easy wearing
- Dustbag should be of 4.7 Liter capacity.
- Sound level should not be more than 78 db
- Vacuum pressure should be 20 Kpa
- Power consumption should be 900 Watts
- Suction hose length should be 2 meters
- Electric cable length shall be 15 meters
- Dimension should be 300x320x520 to comfortable set on back and at the same time provide optimum capacity and ergonomics
- Sound level should be less than 79db

h. Automatic Escalator Cleaner cum Automatic Scrubber drier

This machine is required for automatically cleaning of elevators even if the operator is not with the machine after fixing it up. The machine should be able to serve dual purpose, one is escalator cleaning and the other is Automatic floor scrubbing as a walk behind automatic floor scrubbing machine.

Technical Specification:

- Cleaning path should be 510 mm
- Should have facility of dry cleaning as well as wet cleaning
- Solution tank should be present, 35 liters capacity and same for the recovery tank also.
- Brush pressure should be 30 KG with 400 rpm
- Vacuum power should be equivalent to 2100 mm of H2O
- Cleaning capacity should be 100 square meter per hour ideally
- Vacuum motor & Brush motor should be separate
- Consumption for vacuum motor should be 700 watts & brush motor 900 watts
- Must be fully automatic after setting up for escalator cleaning, there should be no need for the operator to be present to operate the machine.
- Squeegee length should be 870 mm
- Weight of the machine is recommended to be 96 Kg, dimension 970x600x740 mm

- Should have double roller brushes and brush head must rotate 180 degree to clean both sides of the escalator, independently from the width of the steps.

i. Manual Sweeper with inbuilt Manual Vacuum Cleaner

The machine is required for manual sweeping of metro station area, external area etc for dust cloud free sweeping. The machine should be rugged, ergonomically designed, should be operated without any power source, purely on kinetic energy.

Technical Specifications:

- Equipped with cartridge filter
- Retains small particles and can be easily removed for maintenance / replacement.
- Used new generation plastics Ensures shock absorption and longer durability.
- No batteries / fuel required
- Should have 3 numbers of wheels (1 front (pivoting) – 2 rear)
- Ideal working speed should be 3 Km per hour
- Height including handle bar should be 937 mm
- Length with side broom should be 1296 mm
- Width with 1 side broom should be 824 mm
- Full rubber Non marking type wheels should be present
- Side brush diameter should be 320 mm
- Main brush width and diameter should be 500 mm x 240 mm 10 section of bristles, adjustable
- Type of filter should be Paper cartridge
- Real capacity of dirt container (REAR) should be 4 Liter (Reverse Drive)
- Real capacity of dirt container (FRONT) should be 26 Liter (Forward Drive)
- Cleaning path only main broom productivity should be 1,500 sq\mts\hr (theoretical)
- Cleaning path with main & Side broom productivity should be 2,100 sq\mts\hr (theoretical)
- VACUUM SYSTEM- Should be Manual by belt movement with wheel.

12 Annexure 2 to Schedule 2**LIST OF SPECIFIED CHEMICALS**

Sl. No.	Purpose	Chemical	Make	Minimum Quantity per month per station (Litres)
1	Granite/Kota/Marble/ vinyl and all other types of flooring except wooden Floor Cleaning concentrate	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	Taski Diversey/ Atlantic Care and Chemicals/Eureka Forbes	4
2	Bathroom/washroom/toilet floor cleaning	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	4
3	General Washroom Cleaning	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	3
4	Vertical finishes of different types like Granite/Marble/ steel plate cladding etc	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	5
5	Glass / Mirror/ Acrylic Surface	J Flex Glance (Non Ammoniated)/ S3/ Plural ecolabel	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
6	Steel Surfaces	Suma Inox/ Echo De Lime/ Plural Plus	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	5
7	Aluminium Surfaces	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eurek a Forbes	1
8	Any Other Type of Surface except wooden and porous	J Flex Stride/ Echo Zan BK Conc-S5/ A.Mela	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	1
9	Urinal & WC Cleaner	TASKI R6/	TaskiDiversey/	5

		Echo Flush/ WC Rein	Atlantic Care and Chemicals/Eureka Forbes	
10	Pest Control – Cockroaches	Kilspot Nova	TaskiDiversey/ Atlantic Care and Chemicals/Eureka Forbes	2 Nos of Tube of 75 gm each
11	Pest Control – Mosquito, Flies, Ants, Lizard & Other Flying/Crawling pest	Flyco 20 EC	TaskiDiversey/ Atlantic Care and Chemicals/Eureka a Forbes	10
12	Air Freshener	J Flex Goodsense/ Echo Fresh RF/ POM Essence	TaskiDiversey/ Atlantic Care and Chemicals/Eureka a Forbes	01
13	Auto Dispenser for odor control	Good Sense Auto Dispenser	TaskiDiversey/ Atlantic Care and Chemicals/Eureka a Forbes	10 Nos
14	Refill for Auto Dispenser	Good Sense Refill	TaskiDiversey/ Atlantic Care and Chemicals/Eureka a Forbes	20
15	Oil and Grease remover	Echo Grease Out	Atlantic Care and Chemicals	01
16	Spot remover from Hard Surface	Echo kleen HSC Plus	Atlantic Care and Chemicals	01

➤ NOTE:-

1. The list of Chemical/Reagents are indicative. In the unlikely event of non availability of these chemicals/ reagents Alternative or equivalent chemicals may be used with prior approval of Authority. Station Facility Manager have to submit detailed list of alternative or equivalent chemical/reagents with material safety data sheets for approval by Nodal officer duly indicating the application of such chemical/reagents and their price implications. All Chemicals should be procured from authorized dealer/ distributor of the company.
2. It is preferred to put chemicals in dispenser fixed at station in Housekeeping room.

The quantity mentioned in table are based on requirement of Taski-Diversey Chemicals. The equivalent amount may be provided as per manufacturers specification where chemicals other than Taski-Diversey brand is provided.

13 Annexure 3 to Schedule 2

ACKNOWLEDGMENT

(To be filled by Facility Manager)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. Authority or the Railway will not be responsible in case of any accident and will not compensate financially or otherwise. I

M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....

.....

Name of Authorised Signatory

.....

Signature of Authorised Signatory of Facility Manager

.....

Stamp/seal of the Facility Manager

Page 2 of 3

ACKNOWLEDGEMENT OF STATION FACILITY MANAGER'S STAFF

(To be filled by Station Facility Manager staff individually)

I hereby agree and undertake that I have understood all the safety rules and procedures and I will abide by all safety rules and procedures. I declare that I will be responsible for any safety violations/accident etc. Authority will not responsible in case of any accident/incident and will not compensate financially or otherwise. I shall not raise any claim against Authority/ Railway.

.....

Name of Staff/ Personnel

.....

Signature

.....

Name of Station Facility Manager

.....

Signature of Facility Manager

Form Page 3 of 3
Obligation/Compliance to be ensured by Facility Manager

Sl. No.	Items	Compliance of Facility Manager (To be filled by Facility Manager)	
		Yes	No
1	License for employing contract labour		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (Authority Supervisor/manager)		
3 (a)	Compliance of provision of ESI & PF.		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		

Note:- A Non- filling or 'No' by Station Facility Manager will lead to non eligibility for Station Facility Manager in further process.

Signature with seal of Station Facility Manager/Proprietor

14 Annexure 4 to Schedule 2**Schedule/Frequency of Cleaning and House keeping**

ItemNo.	Description of items	Appx. Quantity	Frequency
1.	Scrubbing, wet cleaning of floor, passage/corridor & different types of floor area provided in RSS building.	As available at site	Daily & as and when required
2.	Cleaning of different types of doors/windows frames & shutters	As available at site	Daily & as and when required
3.	Cleaning & sanitation of toilets & bathrooms	As available at site	Daily & as and when required
4.	Cleaning & attention of drain As available at site	As available at site	Daily & as and when required
5.	Cleaning of concrete /bituminous surface	As available at site	Daily & as and when required
6.	Cleaning of switch boards /panels /distribution boards	As available at site	Daily & as and when required
7.	Cleaning of indoor lighting & accessories	As available at site	Once in a week
8.	Cleaning of fans /exhaust fans & accessories	As available at site	Once in a week
9.	Cleaning of computes & accessories As available at site	As available at site	Daily & as and when required
10.	Cleaning of external lighting fittings & accessories	As available at site	Once in a week
11.	Cleaning of air conditioners As available at site	As available at site	Once in a week
12.	Cleaning of furniture As available at site	As available at site	Daily & as and when required
13.	Supply and cleaning of dust bins As available at site	As available at site	Daily & as and when required
14.	Removing/ disposing of collected garbage/debris	As available at site	Daily & as and when required
15.	Cleaning of suspended ceiling As available at site	As available at site	Once in a fortnight & as and when required
16.	Cleaning of office equipment As available at site	As available at site	Daily & as and when required
17.	Any other equipment/Misc. items As available at site	As available at site	As and when required
18.	Cleaning of water booths/huts/coolers.	As available at site	Twice Daily & as and when required

19.	Scrubbing, wet cleaning of basement.	As available at site	Once in a week & as and when required
20.	Cleaning of different types of finishing works.	As available at site	Daily & as and when required
21.	Cleaning of glasses, specially inside atrium glass area.	As available at site	Twice in a week & as and when required
22.	Cleaning of stainless steel/PVC hand railing.	As available at site	Daily & as and when required
23.	Cleaning of roof ceilings etc.	As available at site	Once in a month & as and when required
24.	Cleaning of portable fire extinguishers/smoke detectors/fire detectors.	As available at site	Once in a fortnight & as and when required
25.	Cleaning of fire pump panels etc.	As available at site	Once in a fortnight & as and when required
26.	Cleaning of butterfly valves/landing valves/internal hydrants/piping of all types.	As available at site	Once in a fortnight & as and when required
27.	Cleaning of lifts.	As available at site	Daily & as and when required
28.	Cleaning of telephone sets & accessories.	As available at site	Daily & as and when required
29.	Cleaning of DG sets & connected equipment etc.	As available at site	Once in a week & as and when required
30.	Cleaning of Pump room with equipment available.	As available at site	Once in a week & as and when required
31.	Cleaning of cable trays, cable trench cover etc.	As available at site	Once in a week & as and when required
32.	Cleaning of underground/ overhead water tanks.	As available at site	Once in three months & as and when required
33.	Cleaning of pavement/ circulating area.	As available at site	Daily & as and when required
34.	Cleaning of tree guard.	As available at site	Twice a week & as and when required
35.	Cleaning, watering & maintenance of lawn.	As available at site	Daily & as and when required
36.	Cleaning of kerb stone.	As available at site	Daily & as and when required
37.	Cleaning of signboards/ Name boards/ Notice boards.	As available at site	Daily & as and when required
38.	Supply & cleaning of Dust bins.	As available	Daily & as and when

		at site	required
39.	Cleaning of basement sump pump etc.	As available at site	Once in a week & as and when required
40.	Pest and Rodent control.	As available at site	Once in month & as and when required
41.	Washable apron & track in station area.	As available at site	Daily & as and when required

SCHEDULE 3

STATION SERVICE LEVEL STANDARDS

- 1.1 The Facility Manager shall, at all times, operate and maintain the Station Area and the Station Assets and Station Project Utilities in accordance with the provisions of the SFM Agreement, Applicable Laws and Applicable Permits. In particular, the Facility Manager shall, at all times during the Operation Period, conform to the maintenance requirements and the service level standards set forth in this Schedule (the “**Service Level Standards**”).
- 1.2 The Facility Manager shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule within the time limit specified therein and any failure in this behalf shall constitute a breach of the SFM Agreement.

Station Facility Manager shall adhere to the service levels/Performance Standards within the timelines as prescribed in Annex- Repair/rectification of defects and deficiencies in respect thereof of under Schedule 3 of Station Facility Management Agreement.

The Cumulative number of defects/defaults/deficiencies in service levels specified in Schedule 2 and/or Schedule 3 of Station Facility Management Agreement and that occurs in a day shall be liable to payment of damages as set out in the table below.

Such damages shall be without prejudice to the specific damages as provided under Schedule 2.

Range of Cumulative Instance of defaults per day	Damages (Rs) per day
0-10	Nil
11-15	5000
16-20	7000
>20	10000
Cumulative damages under this clause for an amount more than 50,000/- in a month may be deemed as Facility Manager's Event of Default	

- 2 Repair/rectification of defects and deficiencies

The obligations of the Facility Manager in respect of Station Service Level Standards shall include repair and rectification of the defects and deficiencies specified in the Annex of this Schedule within the time limit set forth therein.

3 Other defects and deficiencies

3.1 In respect of any defect or deficiency not specified in the Annex of this Schedule, the Facility Manager shall undertake repair or rectification in accordance with Good Industry Practice.

3.2 In respect of any defect or deficiency not specified in the Annex of this Schedule, Authority may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Facility Manager within the time limit specified by Authority.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Facility Manager shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority and conveyed to the Facility Manager with reasons thereof.

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule, if any defect, deficiency or deterioration in the Station Area and the Station Assets and Station Project Utilities poses a hazard to safety or risk of damage to property, the Facility Manager shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Daily Inspection by the Facility Manager

The Facility Manager shall, through its engineer, undertake a daily visual inspection of the Station Area and the Station Assets and Station Project Utilities and maintain a record thereof in a register to be kept in such form and manner as Authority may specify. Such record shall be kept in safe custody of the Facility Manager and shall be open to inspection by the Authority at any time during office hours.

7 Divestment Requirements

All defects and deficiencies specified in this Schedule shall be repaired and rectified by the Facility Manager so that the Station Area and the Station Assets and Station Project Utilities conforms to the Station Service Level Standards on the Transfer Date.

8 Display of Service Level Standards

The Facility Manager shall display a copy of this Schedule at the Station Area along with the complaint register (or like document) as maintained in accordance with the Station Facility Management Agreement.

ANNEX

REPAIR/RECTIFICATION OF DEFECTS AND DEFICIENCIES

The Facility Manager shall repair and rectify the defects and deficiencies specified in this Annex within the time limit set forth herein.

I	Station Building	Time limit for repair/rectification
(i)	Accumulation of litter, dust, trash, debris etc.	15 minutes
(ii)	Lighting level falling below 250 Lux	1 hour
(iii)	Malfunctioning of [lifts, escalators or walkalators]	1 hour
(iv)	Damage or malfunctioning of electric, water and sanitary installations	2 hours
(v)	Failure of electric supply (substitution by emergency lights)	30 seconds
(vi)	Failure of automatic Fee collection equipment	1 hour
(vii)	Dirt, litter, garbage, stains, spillage or dust on floors, walls, fixtures, furniture or signage	30 minutes
(viii)	Dirt or odor in toilets	30 minutes
(ix)	Breakage of glass or furniture	24 hours
(x)	Discontinuation of drinking water supply	2 hours
(xi)	Waste bins when $\frac{3}{4}$ th full	15 minutes
(xii)	Failure of public address system	1 hour
(xiii)	Failure of CCTV	1 hour
(xiv)	[Temperature inside the covered enclosures at the Station Building exceeding 28°C when ambient temperature is 40°C or less]	[1 hour]
(xv)	[Difference between the ambient temperature and the temperature inside the covered enclosures at the Station Building exceeding 12°C when the external ambient temperature is more than 40°C.]	[1 hour]
(xvi)	[Temperature inside the covered enclosures at the	[1 hour]

Station Building falling below 15°C]

Note: Items mentioned in S.No (xiv), (xv) and (xvi) is limited to areas designated as Air Conditioned in Schedules related to Station Area.

II Bridge/Elevated Structures

- | | | |
|-----|---|----------------|
| (a) | Superstructure of bridges! Elevated structures | |
| | (i) Cracks | |
| | Temporary measures | Within 24 days |
| | Permanent measures | Within 15 days |
| | (ii) Spalling/scaling | 7 days |
| (b) | Foundations of bridges I elevated structures | |
| | Scouring and/or cavitation | 7 days |
| (c) | Piers, abutments, return walls and wing walls of bridges/elevated structures | |
| | Cracks and damages including settlement and tilting | 15 days |
| (d) | Bearings (metallic) of bridges I elevated structures | |
| | Deformation | 15 days |
| (e) | Joints in bridges / elevated structures | |
| | Loosening and malfunctioning of joints | 7 days |
| (f) | Other items relating to bridges / elevated structures | |
| | (i) Deforming of pads in elastomeric bearings | 3 days |
| | (ii) Gathering of dirt in bearings and joints: or clogging of spouts, weep holes and vent-holes | 2 days |
| | (iii) Damage or deterioration in parapets and handrails | 7 days |
| | (iv) Rain-cuts or erosion of banks of the side slopes of approaches | 7 days |
| | (v) Damage to wearing coat | 7 days |
| | (vi) Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds | 15 days |
| | (vii)Growth of vegetation affecting the structure or obstructing the waterway | 7 days |

III Approach Roads and Car Park

- | | | |
|-------|--|--|
| (i) | Breach or blockade | Temporary restoration of traffic within 15 hours; permanent restoration within 24 days |
| (ii) | Roughness value exceeding 2,500 mm in a stretch of 100m (as measured by a standardized roughometer/ bump integrator) | 180 days |
| (iii) | Cracking in more than 5% of road surface in a stretch of 1 km | 30 days |
| (iv) | Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge) | 30 days |
| (v) | Damage of pavement edge exceeding 10 cm | 15 days |
| (vi) | Removal of debris | 6 hours |
| (vii) | Damage to shape or position of road side furniture, signs and marking; poor visibility or loss of retro-reflectivity | 48 hours |

IV Street lighting

- | | | |
|-------|--------------------------------------|---------|
| (i) | Any major failure of the system | 6 hours |
| (ii) | Faults and minor failures | 8 hours |
| (iii) | Lighting level falling below 200 lux | 1 hour |

V Trees and plantation

- | | | |
|-------|--|-------------------------------|
| (i) | Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs | 24 hours |
| (ii) | Deterioration in health of trees and bushes | Timely watering and treatment |
| (iii) | Replacement of trees and bushes | 90 days |
| (iv) | Removal of vegetation affecting sight line and road structures | 15 days |

- VI Any other matter as set out in Schedule 2 of the SFM Agreement**
- VII Rag picking covering entire track area between 2 Hr Home Signals of [insert name of Railway Station]:**

[Note: The aforesaid is an illustrative list, which would require to be modified on the basis of the requirements of each Project]

SCHEDULE 4

Part A

SCHEDULE OF PAYMENT OF LICENSE FEE

(Under Article 15.1)

<i>Year</i>	<i>Licensable Station Area (in square meters)</i>	<i>Amount (Rs.) in Figures and Words</i>	<i>Due Date for Payment</i>

Part B

COMPUTATION OF PAYMENT ABATEMENT⁹

<i>Sl. No.</i>	<i>Description of Activity for which liquidated damages are to be provided</i>	<i>Extent of liquidated damages for each instance</i>	<i>Maximum Extent</i>	<i>Remarks</i>

The overall extent of abatement/ reduction from the Station Revenue shall not exceed

⁹ This Schedule should be tailored for each document depending on the terms under such transaction, and should enumerate each instance of delay/ default for which the abatement is to be prescribed.

SCHEDULE 5

EXCLUDED ACTIVITIES¹⁰¹¹

(Under Article 1.1.29)

1. Operation and maintenance of overhead equipment;
2. Operation and maintenance of signalling & telecom equipment which are related to train operation. Provided that Assets (and equipment) for public announcement and train information system shall be maintained by the Facility Manager, subject to the relevant Railway Administration continuing to have responsibility for data feeding for the train information system;
3. Operation and maintenance of carriage & wagon (including carriage watering of trains);
4. Dispatch, reception or stabling of locomotives and trains;
5. Loco fuelling (including operation and maintenance of associated equipment);
6. Operation and maintenance of the permanent way (P-way). Provided that the cleaning of tracks & drains in platform areas (within the Station Area) shall be undertaken by Facility Manager with due precautions for safety of tracks, trains and personnel;
7. Provision of security and access control services, including any Railway Police, Railway Protection Force. Provided that the maintenance of the Assets (and equipment) relating to security and access control systems shall be undertaken by the Facility Manager;
8. Parcel / luggage handling services, including any porter services in the Station Area¹². Provided that the Facility Manager may, if permitted by Authority (and the Railway Administration), operate a trolley hire service within the Station Area towards luggage handling for passengers;
9. Sale of Tickets / Refund / Reservation services;
10. Train operations;
11. On board catering and other services on trains;

¹⁰ Note: This Schedule should set out all activities that are to be expressly excluded from the scope of the facility management obligation of the Facility Manager under the SFM Agreement.

¹¹ This Schedule may be finalised in view of the railway operation activities mentioned in Schedule 13B of the Development Agreement.

¹² Note: To be modified in the event that the relevant Railway Administration permits/ requires Authority to undertake the said activities.

12. Tourism facilitation services. However the Developer/Facility Manager shall provide space at the Station to Central/State tourism PSUs on commercial terms;
13. Maintenance of any equipment relating to train operations, except as identified in the foregoing paragraphs of this Schedule;
14. Maintenance of Electrical Sub-station (and associated equipment and machinery) related to railway operations;
15. Advertisement at and revenues from the Rail Display Network Area; and
16. Any other item incidental thereto;
17. ...

SCHEDULE 6

DESIGNATED AREAS FOR SUB-LICENSE

1) Commercial/Retail/kiosks etc

The retail/commercial kiosks shall be developed in such a manner and appropriately distributed on platforms, concourse so that the Level of Service for passengers shall be maintained in conformity with Manual of Standards and Specifications for Railway Stations 2009 issued by Ministry of Railways, Railway Board, and shall not at any point of time cause obstruction to Railway operations and/or infringe safety of passengers, etc.

2) Advertisements

Facility Manager may undertake or cause to be undertaken commercial advertising or display in conformity with the Applicable Laws and subject to the following limitations:

- a) the maximum area that may be used for advertising and display within the Station Building shall be equal to [5%] of the total walled area (including door and window area) open to view by Users up to a height of 15 feet from the ground.;
- b) the maximum area that may be used for advertising and display outside the Station Building and within a contiguous zone of 100 metres thereof shall be equal to the area specified in sub-article (a) above;
- c) the Facility Manager shall not undertake or permit any form of commercial advertising, display or hoarding at any place if such advertising, display or hoarding shall diminish the aesthetic quality of the Station Building or has an adverse effect on the Railway operations and/or infringe safety.
- d) The Facility Manager shall not undertake any advertisement in the Rail Display Network Area other than as set out in sub-article (a) above.

Note:

- 1) It is expressly pointed out, prior approval from Authority shall be taken by Station Facility Manager before any such development/ usage and/or intention to develop/use for generation of Station Revenues or provision of facilities/amenities in the Station Area with respect to advertisements, parking, retail, commercial, kiosk or exploitation in any permitted manner of the Station Area
- 2) The floor plans showing retail/kiosk etc drawings attached as part of Schedule 11 of Development Agreement, namely- [insert names of drawings having such plans and included as a part of bidding documents] are indicative.
- 3) Total extent of the Designated Areas for Sub-License shall not exceed [____%] of the total built up area under Station Development Project.
- 4) Any changes to the mix of permissible activities in such designated areas of the Station Area and extent of such change shall be pre-approved by the Authority.
- 5) Area allocated on platforms and/or Station Area for affordable passenger amenities such as packaged water, non-alcoholic hot and cold drinks like tea, coffee, soft drinks etc, wifi,

medicines, newspapers, janta-aahar, food (cooked & readymade), etc. shall provide products at reasonable rates as approved by Authority and amended from time to time by the Authority.

- 6) As per the existing policy of MOR, the Facility Manager shall ensure that 25% (Twenty Five) percent of the total number of shops / outlets / stalls / carts in terms of number and area present at the railway platforms shall come under special category and obligation for procurement and realisation of proceeds, the following principle shall follow:
 - a) Selection of vendors for such shops / outlets / stalls / carts shall be made by the Facility manager from the reserved categories, as applicable as per extent guidelines and policies of MOR;
 - b) Proceeds from such shops / outlets / stalls / carts shall vest with Facility manager as per the terms of this SFM Agreement and shall be deemed to be part of the Station Revenues.

SCHEDULE 7

PERMISSIBLE LICENSES IN STATION AREA

(under Article 5.2.1 and 13)

1. Chemist;
2. Cyber Café;
3. Travel agent;
4. Currency exchange;
5. Food court;
6. Banks and ATM;
7. Food plaza;
8. Parking;
9. Cinema;
10. Saloon;
11. Marketing complex;
12. Book / newspaper stall;
13. Jewellery / Artificial;
14. Readymade garments;
15. Cafeteria;
16. Multi-utility shop;
17. Any other facility/amenities that are primarily meant for catering to the needs of passengers or rail transportation.

Note: To the extent that any consents and/ or approvals from any Governmental Authorities are required for undertaking any of the activities relating to the aforesaid Permissible Licenses, the same shall be obtained by the Facility Manager (either directly and/ or through the Licensee)

SCHEDULE 8

EXISTING CONTRACTS¹³

<i>S. No.</i>	<i>Name of Agency/ Licensee</i>	<i>Purpose</i>	<i>Area in sq. m.</i>	<i>Agreement Period</i>		<i>Remarks/Details of Litigations, if any</i>
				<i>From</i>	<i>To</i>	

[**Note:** Copies of the licenses to be enclosed;

Legacy Matters and crystalized liabilities, if any, to be specified]

¹³ ¹³List of existing contracts and the copies thereof to be attached.

SCHEDULE 9

ESCROW AGREEMENT¹⁴

(Under Article 17.1.1)

This Escrow Agreement dated this [insert] day of [insert], [insert] is entered into at _____

BY AND BETWEEN:

1. [insert name of the Facility Manager], a company incorporated under the Companies Act, 1956 and having its registered office at [insert address] (hereinafter referred to as the “**Facility Manager**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors, liquidators and permitted assigns) of the **FIRST PART**;
2. [Insert name and particulars of the Escrow Bank] and having its registered office at [insert address] (hereinafter referred to as the “**Escrow Bank**” which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and substitutes) of the **SECOND PART**; and
3. The President of India represented through [insert name of the Authority], [insert description of Authority], [insert address of Authority] (hereinafter referred to as “**Authority**”, which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) through [insert designation of the Authorised Signatory], being party of the **THIRD PART**.

The Facility Manager, the Escrow Bank and Authority shall hereinafter individually be referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. Authority has entered into a Station Facility Management Agreement dated [insert date] with the Facility Manager (“**the SFM Agreement**” or the “**Station Facility Management Agreement**”) for undertaking the facility management and maintenance of the Station Area, on the terms and conditions set forth under the Station Facility Management Agreement, a copy of which is annexed hereto and marked as **Annexure-A** to form part of this Escrow Agreement.

¹⁴ Note: This draft is indicative and will need to be suitably customized/ modified depending on the specific requirements of each transaction.

- B.** The Station Facility Management Agreement requires the Facility manager to establish an escrow account (hereinafter referred to as the “**Escrow Account**”) *inter-alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Escrow Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows.

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“**Cure Period**” means the period specified in this Escrow Agreement for curing any breach or default of any provision of this Escrow Agreement by the Facility Manager, and shall commence from the date on which a notice is delivered by Authority to the Facility Manager asking the latter to cure the breach or default specified in such notice;

“**Escrow Account**” means the Escrow Account as mentioned in Recital (B) hereto, and established in terms of and under this Escrow Agreement and shall include the Sub-Accounts;

“**Escrow Default**” shall have the meaning ascribed thereto in Article 6.1;

“**Licensable Station Area**” means the portions/ spaces within the Station Area available for Sub-License as set out in the Station Facility Management Agreement;

“**O&M Expenses**” shall mean expenses incurred by or on behalf of the Facility Manager for all operation and maintenance expenses for the Station Area including (a) cost of salaries or other compensation to employees (b) cost of material supply or utilities and other services (c) premia for insurance (d) all taxes, duties, cess and fees due and payable in respect of the SFM Project (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs of the relevant

Station Assets and Station Project Utilities (f) all other expenditure required to be made under Applicable Laws, Applicable Permits or the SFM Agreement;

“Payment Date” means, in relation to any payment specified in Articles 4.1, the date(s) specified for such payment;

“Receivables” shall mean means any and all cash flows and cash realizations and other receivables of the Facility Manager, whether (i) accruing from or in relation to the SFM Project, including any and all monies due or to become due to the Facility Manager from any source including from any performance bonds, letters of credit and instruments of a similar nature, proceeds of marketing/ Sub-License of the Licensable Station Area, Station Revenue, and proceeds from any insurance contracts, in each case relating to the SFM Project, or (ii) or from any other source, including all proceeds from any draw-downs under its loan agreements, any equity funding received by the Facility Manager, refund of taxes, in each case to the extent that the same relates to the SFM Project;

“Replacement and Maintenance Reserve” shall mean a Sub-Account of the Escrow Account, wherein a reserve shall be maintained towards the O&M Expenses in respect of the SFM Project, and shall be exclusively so applied, in accordance with the terms of this Escrow Agreement;

“Required Amount” shall mean an amount equivalent to the higher of:

- (a) INR [insert]; or
- (b) O&M Expenses for a period of three months, calculated on the basis of the Maintenance Budgets approved by Authority for the succeeding three months. Provided that where there are no approved Maintenance Budget for all or any part of such three months, then the amounts towards O&M Expenses for the non-budgeted portion of such period, shall be determined on the basis of the higher of: (i) amounts determined on the basis of the approved Maintenance Budgets for corresponding months in the immediately preceding Financial Year, and (ii) the actual expenditure of the Facility Manager for a period corresponding to such non-budgeted period, as immediately preceding the relevant calculation date.

Provided further that, pending the approval of the first Maintenance Budget the Required Amount shall be deemed to be the amount specified in (a) above

“SFM Agreement” or Station Facility Management Agreement” means the Station Facility management Agreement referred to in Recital (A) above and annexed hereto as Annexure-A;

“Station Revenue” shall refer to and mean all the monies (gross) received by the Facility Manager, excluding service tax and sales tax, pursuant or incidental to – (i) any payments, deposits, advances, registration payments, instalments received from counterparties to the Existing Contracts (upon Novation of the same in favour of the Facility Manager), (ii) the Sub-License of proposed space in the Station Area, (iii) exploitation in any permitted manner of the Station Area by any person, whether at the instance of the Facility Manager or the Licensee, including but not limited to capital receipts, upfront Sub-License payments, deposits, advances, registration payments, instalments received from Licensee, Sub-License charges, and shall also include the revenue earned pursuant to the services provided or to be provided by the Facility Manager to the Licensee or any person exploiting in any manner whatsoever the Station Assets or the Station Project Utilities in the Station Area such as parking of vehicles, display, signage, play area, events, road shows, promotional activity, hoardings, kiosks, advertisements and counters as per the terms herein. For avoidance of doubt, the Station Revenue exclude any revenues from railway train operations or from any other Excluded Activities;

“Sub-Accounts” means the respective sub-accounts of the Escrow Account, into which the monies specified in Article 4.1 would be credited every month and paid out if due, and if not due in a month, then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the respective Payment Date(s).

1.2 Interpretation

- 1.2.1 The words and expressions beginning with capital letters and defined in this Escrow Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Escrow Agreement and not defined herein but defined in the Station Facility Management Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Station Facility Management Agreement.
- 1.2.2 References to Articles are, unless stated otherwise, references to Articles of this Escrow Agreement.

- 1.2.3 The rules of interpretation stated in Article 1.2 of the Station Facility Management Agreement shall apply, **mutatis mutandis**, to this Escrow Agreement.

ARTICLE 2: ESCROW ACCOUNT

2.1 Escrow Bank to act as Trustee

- 2.1.1 The Facility Manager hereby appoints the Escrow Bank to act as trustee for Authority and the Facility Manager collectively in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof, together with all such rights, powers, authorities and discretion as are reasonably incidental and/ or ancillary thereto, also to perform and undertake such obligations as set out in this Escrow Agreement and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Facility Manager hereby declares that all rights, title and interest in and to the Escrow Accounts shall be vested in the Escrow Bank, which shall hold the same in trust for Authority and the Facility Manager collectively, and applied in accordance with the terms of this Escrow Agreement. No person other than Authority and the Facility Manager, shall have any rights and/ or interests as the beneficiaries of or third party beneficiaries under this Escrow Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such, and to accept all the payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Escrow Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Escrow Agreement and shall treat the amount in the Escrow Account as monies deposited by the Facility Manager and Authority with the Escrow Bank. In performing its functions, obligations and duties under this Escrow Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, Authority and the Facility Manager or their nominees, successors or assigns, in accordance with the provisions of this Escrow Agreement.

2.3 Establishment and operation of the Escrow Account

- 2.3.1 The Parties agree and acknowledge that the Facility Manager has established the Escrow Account with the _____ (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Indian Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Escrow Agreement, and/ or its usual practices, Applicable Laws and pay the maximum rate of interest payable to similar customers on the balance in the said accounts from time to time.
- 2.3.3 The Escrow Bank and the Facility Manager shall, after consultation with Authority, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Escrow Agreement and such mandates, terms and conditions, or procedures, this Escrow Agreement shall prevail.

2.4 Escrow Bank's fee

In consideration of exercise of the rights, powers, authorities, discretion and performance of obligations, the Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Facility Manager. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Articles 4.1 hereof.

2.5 Right of the Parties

The rights of Authority and the Facility Manager in the monies held in the Escrow Account are set forth in their entirety in this Escrow Agreement, and Authority and the Facility Manager shall have no other rights against or to the monies in the Escrow Accounts.

ARTICLE 3: DEPOSITS INTO ESCROW ACCOUNTS

3.1 Deposits by the Facility Manager

- 3.1.1 The Facility Manager agrees and undertakes that it shall deposit or cause to be deposited into and/ or credit the Escrow Account during the Term of SFMA hereof with all the Receivables.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the credit balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom, the fee and expenses due to it from the Facility Manager in relation to the Escrow Account and credit the balance amount to the Escrow Account.

ARTICLE 4: WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals

4.1.1 It is expressly agreed between the Parties hereto that during the Term of SFMA, at the beginning of every month, or at such shorter intervals as the Facility Manager and Authority may, by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (i) taxes, duties, cess and fees due and payable in respect of the SFM Project;
- (ii) all payments due to Authority towards License Fee, liquidated damages etc. (in accordance with the approved Payment Abatement Schedule);
- (iii) payments towards the maintenance of the Replacement and Maintenance Reserve in accordance with the terms of this Escrow Agreement;
- (iv) all payments towards O&M Expenses (other than amounts specified in (i) above), including payments to Sub Contractors, relating to the SFM Project;
- (v) all payments towards repayment or refund of monies to third parties and as certified by Authority;
- (vi) debt service in respect to the loans granted to the Facility Manager (if any), as obtained by the Facility Manager; and
- (vii) Distributions in accordance with the instructions of the Facility Manager.

Provided that the Facility Manager shall be entitled to build up the Replacement and Maintenance Reserve in such manner as it deems fit so as to ensure that the Replacement and Maintenance Reserve has amounts equivalent to the Required Amount standing to its credit on or prior to the SFMA Appointed Date, and thereafter maintain amounts equivalent to the Required Amount in the Replacement and Maintenance Reserve throughout the Term of SFMA.

- 4.1.2 The Parties agree that the monies held to the credit of the Replacement and Maintenance Reserve shall be appropriated in accordance with the directions of Authority, only in the event of insufficiency of funds in the Escrow Account, and shall be utilised towards payment of the O&M Expenses. In the event of any shortfall in the Replacement and Maintenance Reserve at the end of any monthly period, the Facility Manager shall be required to top-up the Replacement and Maintenance Reserve, within a period of seven (7) days therefrom.

Provided that notwithstanding anything contained to the contrary in the Station Facility Management Agreement, in the event of a Facility Manager's Event of Default, Authority shall be entitled to withdraw all the funds held to the credit of the Escrow Account including the Replacement and Maintenance Reserve and the order of withdrawal/ disbursement as provided for in this Article 4.1 hereinabove shall only be restored upon the cessation of the Facility Manager's Event of Default.

Provided further that notwithstanding anything to the contrary contained in this Escrow Agreement, any instructions given by Authority to the Escrow Bank during the subsistence of a Facility Manager's Event of Default, or on account of a failure to pay the entire amount of the liquidated damages as set forth in Article 4.1.3 below, shall be strictly complied with and adhered to unconditionally.

- 4.1.3 Without prejudice to the generality of the foregoing, the Parties agree and acknowledge that in the event of a failure of the Facility Manager to duly pay the entire amount of liquidated damages pursuant to Payment Abatement Schedule prepared by the Facility Manager (and approved by Authority), within seven (7) days of the approval thereof, Authority shall be entitled to instruct the Escrow Bank, and withdraw the entire extent of such amount from the Escrow Account.

4.2 Details of Payment Obligations

Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Facility Manager shall provide to the Escrow Bank, with prior written approval of Authority, details of the amounts likely to be required for each of the payment obligations as set forth in Article 4.1; provided that such amounts may be subsequently modified, with prior written approval of Authority, if such modification becomes necessary, due to or on account of any fresh information received during the course of the year.

4.3 Withdrawals during Cure Period

On receipt of the Notice of Intention to Terminate from Authority, the Escrow Bank shall stop payment from respective Sub-Accounts for items specified at (vi) and (vii) of Article 4.1, except as specifically directed by Authority till further instruction of Authority.

4.4 Withdrawals upon Termination

Upon Termination of the Station Facility Management Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in the Station Facility Management Agreement, be first appropriated and dealt with solely by the written instruction of Authority in the following order:

- (i) all taxes, duties, cess and fees due and payable in respect of the SFM Project¹⁵;
- (ii) payment to Authority of an amount equivalent to the then applicable Required Amount, for the purposes of which the calculation date shall be the date of such Termination;
- (iii) outstanding amounts payable to Authority including any unpaid liquidated damages;
- (iv) all payments and damages certified by Authority as due and payable to it by the Facility Manager pursuant to the Station Facility Management Agreement, including any claims or demands in connection with or arising out of termination of the Station Facility Management Agreement;

¹⁵ Note: In the event that O&M Expenses include the payment of any municipal taxes on the Project Assets and Utilities, in accordance with Article 6.2, the clause would need to be modified to also include such amounts.

- (v) incurred or accrued O & M Expenses (excluding amounts specified in (i) above); and
- (vi) towards discharging outstanding debt for the SFM Project (if any), as obtained by the Facility Manager;

The balance, if any, may be withdrawn from the Escrow Account in accordance with the instructions of the Facility Manager.

Provided that the provisions of this Article IV and the Escrow Agreement shall remain in full force and effect until the obligations set forth in this Article 4.4 have been fully discharged (and shall to such limited extent, survive the Termination).

4.5 Application of insufficient funds

Funds in the Escrow Accounts shall be applied in the serial order of priority set forth in Articles 4.1 and 4.4 as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until the complete exhaustion thereof.

4.6 Application of insurance proceeds

Notwithstanding anything in this Escrow Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/ or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Station Assets and Station Project Utilities, the balance remaining, if any, shall be applied in accordance with the instructions of Authority.

ARTICLE 5: OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Escrow Agreement shall, until used or applied in accordance with this Escrow Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balance

7 (seven) business days prior to each Payment Date (and for this purpose, the Escrow Bank shall be entitled to rely on an affirmation by Authority and/ or the Facility Manager as to the relevant Payment Dates), the Escrow Bank shall notify Authority of the balances, in aggregate, in the Escrow Account and Sub Accounts as at the close of business on the immediately preceding Business Day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank.

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Facility Manager upon a certificate signed by or on behalf of the Facility Manager;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to Authority of any notice or document or communication received by it in its capacity as the Escrow Bank from the Facility Manager or any other person in terms of the Station Facility Management Agreement or in connection herewith; and,
- (d) shall, within 5 (five) Business Days after, receipt, deliver a copy to the Facility Manager of any notice or document or communication received by it from Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Accounts. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Accounts shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Accounts and shall comply with all Applicable Law in this regard. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

ARTICLE 6: ESCROW DEFAULT

6.1 Escrow Default

6.1.1 The following events shall constitute an event of default of by the Facility Manager (an “**Escrow Default**”) unless such event of default has occurred as a result of a Force Majeure Event:

- (a) the Facility Manager commits breach of this Escrow Agreement by failing to deposit any receipts into the Escrow Accounts as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) Business Days;
- (b) the Facility Manager causes the Escrow Bank to transfer funds to any account of the Facility Manager in breach of the terms of this Escrow Agreement and the Station Facility Management Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) Business Days; or,
- (c) the Facility Manager commits or causes any other breach of the provisions of this Escrow Agreement and fails to cure the same within a Cure Period of 5 (five) Business Days.

6.1.2 Upon occurrence of an Escrow Default, the same shall be deemed to be a Facility Manager’s Event of Default under the Station Facility Management Agreement and consequences thereof shall be dealt with under and in accordance with the provisions of the Station Facility Management Agreement.

ARTICLE 7: TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Escrow Agreement shall remain in full force and effect till the termination of the Station Facility Management Agreement, either due to the expiry of the Term of SFMA or otherwise, and the amount available in the Escrow Account has been fully paid in accordance with this Escrow Agreement and till all the obligations of the Facility Manager to Authority have been fully discharged pursuant to the Station Facility Management Agreement, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Escrow Agreement.

The Facility Manager may, by not less than 45 (forty five) days prior notice to the Escrow Bank and Authority, terminate this Escrow Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to Authority and arrangements are made satisfactory to Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Escrow Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.2 Closure of Escrow Account

The Escrow Bank shall, at the request of Authority and the Facility Manager made on or after the payment by the Facility Manager of all outstanding amounts under the Station Facility Management Agreement, including the payments specified in Article 4.4 of this Escrow Agreement, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Facility Manager. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

ARTICLE 8: SUPPLEMENTARY ESCROW AGREEMENT

- 8.1 The Facility Manager and the representatives of the lenders of the Facility Manager shall be entitled to enter into a supplementary escrow agreement (“**Supplementary Escrow Agreement**”) with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Account or the Escrow Account pursuant to Article 4.1 and 4.4 and for matters not covered under this Escrow Agreement such as the rights and obligations of lenders investment of surplus funds, restrictions on withdrawals by the Facility Manager in the event of breach of this

Escrow Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal there from, reporting requirements and any matters incidental thereto, provided that such Supplementary Escrow Agreement shall not contain any provision which is inconsistent with or contrary to the terms of this Escrow Agreement and in the event of any conflict or inconsistency between provisions of this Escrow Agreement and such Supplementary Escrow Agreement, the provisions of this Escrow Agreement shall prevail.

ARTICLE 9: INDEMNITY

9.1 General indemnity

- 9.1.1 The Facility Manager hereby indemnifies and agrees and undertakes that it shall, at all times, defend and hold Authority and the Escrow Bank, harmless against any and all proceedings, actions and third party claims or demands for any loss, damage, cost and expense arising out of any breach by the Facility Manager of any of its obligations under this Escrow Agreement or on account of failure of the Facility Manager to comply with Applicable Laws and Applicable Permits.
- 9.1.2 Authority hereby indemnifies and agrees and undertakes that it shall, at all times, defend and hold the Facility Manager harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of Authority to fulfill any of its obligations under this Escrow Agreement materially and adversely affecting the performance of the Facility Manager's obligations under the Station Facility Management Agreement or this Escrow Agreement other than any loss, damage, cost and expenses, arising out of acts done in discharge of their lawful functions by Authority, its officers, servants and agents.
- 9.1.3 The Escrow Bank hereby indemnifies and agrees and undertakes that it shall, at all times, defend and hold Authority / the Facility Manager harmless against any and all proceedings, actions and third party claims or demands for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Escrow Agreement including the failure materially and adversely affecting the performance of Authority / the Facility Manager's obligations under the Station facility Management Agreement other than any loss, damage, cost and expense,

arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims/ demands

In the event that any Party hereto receives claims or demands from a third party in respect of which it is entitled to the benefit of an indemnity under Article 9.1 or in respect of which it is entitled to reimbursement (the “**Indemnified Party**”), it shall notify the other Party responsible for indemnifying such claim hereunder (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim and/or shall not settle or pay the claim/ demand without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and at its (Indemnifying Party’s) risk, costs and expense. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Disputes - Amicable Settlement

The Parties shall use their respective reasonable endeavours to settle any dispute amicably. If a dispute is not resolved within sixty (60) days after written notice of a Dispute by one Party to the other Party then the provisions of Article 10.2 shall apply.

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Escrow 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 10.3.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Escrow 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.

10.3 **Arbitration**

- 10.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Article 10.2, shall be finally decided by reference to arbitration by arbitrator(s) to be appointed in accordance with the arbitration rules specified in the Station Facility Management Agreement and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be the laws of India. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.
- 10.3.2 A notice of the intent (“**Notice of Intent**”) to refer the dispute to arbitration may be given by one or more Parties (the “**Claimant(s)**”) to one or all Parties (the “**Respondent(s)**”). There shall be a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board.
- 10.3.3 The arbitrator(s) shall make a reasoned award (the “**Award**”). Any such Award made in any arbitration held pursuant to this Article 10 shall be final and binding on the Parties as from the date it is made, and the Parties hereto agree and undertake to obey and implement such Award without delay.
- 10.3.4 The Parties hereto agree that an Award may be enforced against any of the Parties hereto, as the case may be, and their respective assets wherever situated.
- 10.3.5 This Escrow Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder, except for any obligation of Authority, which shall automatically cease and come to an end upon the expiry or Termination of the Station Facility Management Agreement or this Escrow Agreement.
- 10.3.6 This Article 10 shall survive the termination or expiry of this Escrow Agreement.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 **Governing law and jurisdiction**

This Escrow Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to this Article 11 and Article 10, the Courts

at New Delhi alone shall have exclusive jurisdiction over all matters arising out of or relating to this Escrow Agreement.

11.2 Priority of agreements

In the event of any conflict between the Station Facility Management Agreement and this Escrow Agreement, the provisions contained in the Station Facility Management Agreement shall prevail over this Escrow Agreement.

11.3 Alteration of terms

All additions, amendments, modifications and variations to this Escrow Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.4 Waiver

11.4.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Escrow 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 Escrow 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 Escrow Agreement in any manner.

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

11.5 No third party beneficiaries

This Escrow Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.6 Survival

11.6.1 Termination of this Escrow Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and,
- (b) except as otherwise provided in any provision of this Escrow Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7 Severability

If for any reason whatsoever, any provision of this Escrow 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 dispute resolution under Article 10 of this Escrow Agreement or otherwise.

11.8 Successors and assigns

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

11.9 Notices

All notices, requests, demands or other communication required or permitted to be given under this Escrow Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, or transmitted by facsimile transmission or email to the other Parties at the address indicated below:

- (i) In the case of Authority, to: Attention: []
Add:
E mail: []
Facsimile: []
- (ii) In the case of notices to Facility Manager, to: Attention: []
Add:
E mail: []
Facsimile: []
- (iii) In the case of Escrow Bank, to: Attention: []
Add:
E mail: []
Facsimile: []

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Article 11.9, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Article 11.9 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if:

- (i) Sent by registered post, 3 (Three) Business Days after posting it; and
- (ii) Sent by facsimile or e-mail, on the next Business Day, when confirmation of its transmission has been recorded by the sender's facsimile machine or e-mail account.

11.10 Language

All notices, certificates, correspondence and proceedings under or in connection with this Escrow Agreement shall be in English.

11.11 Authorized Representative

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications will be made. A Party hereto

shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.12 **Original Document**

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

IN WITNESS WHEREOF this Escrow Agreement has been executed by the duly authorized representatives of the Parties hereto at the place and date first above written.

For and on behalf of _____ **(Authority)**

BY: _____

Name:

Designation

Address

Fax No.

For and on behalf of [*insert name of the Facility Manager*]

BY: _____

Name:

Designation

Address

Fax No.

For and on behalf of [*insert name of the Escrow Bank*]

BY: _____

Name:

Designation

Address

Fax No.

1. Witness

2. Witness

SCHEDULE 10

SFMA PERFORMANCE GUARANTEE

(Under Article 9.1)

Format of SFMA Performance Guarantee¹⁶

(To be executed on Non Judicial Stamp paper of appropriate value)

Date:

No.

To,

[insert]

[●]

[insert address]

In consideration of [●] (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having agreed to grant to _____ (the “**Facility Manager**”) the right to undertake the _____ project (the “**SFM Project**”) in accordance with the terms of the Letter of Award dated _____ and as a pre-condition to the execution of the Station Facility Management Agreement pursuant to the Request for Proposal dated _____ issued by (the “**Bid Documents**”), the Facility Manager has to submit a Performance Guarantee in the form of a Bank Guarantee to Authority.

KNOW ALL MEN by these presents that we _____(name of bank) of _____(city and country) having our registered office at _____ (hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) and having a net worth of more than _____

¹⁶ Note: This format is indicative and would need to be suitably updated/ modified depending on the specific requirements of each transaction.

_____ and wherein we have been requested by the Facility Manager to provide the Performance Guarantee in the form of bank guarantee, we do hereby unconditionally guarantee and undertake to pay to Authority immediately on first written demand from Authority any or all money payable by the Facility Manager to the extent of _____/- (Rupees _____ only) (the “**Bank Guarantee**”) as aforesaid at any time up to six months from the earlier of (i) date of expiry and/ or termination of the Station Facility Management Agreement between, *inter alia*, Authority and the Facility Manager and/ or (ii) expiry of nine (9) years from the date hereof¹⁷.

Any such written demand made by Authority on the Bank stating that the Facility Manager is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents and/ or the Station Facility Management Agreement shall be final, conclusive and binding on the Bank, as regards amount due and payable by the Bank under this Guarantee notwithstanding any difference between Authority and the Facility Manager or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till Authority discharges this Bank Guarantee.

This Bank Guarantee shall remain valid and in force until the expiry of six months from the earlier of (i) date of expiry and/ or termination of the Station Facility Management Agreement between, *inter alia*, Authority and the Facility Manager and/ or (ii) expiry of nine (9) years from the date hereof. ¹⁸

The Bank Guarantee shall be a continuing irrevocable obligation.

The Authority shall be the sole judge to decide as to whether the Facility Manager is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents and/ or the Station Facility Management Agreement and the decision of Authority that the Facility Manager is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Facility Manager or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

¹⁷ Note: To be modified as required. For higher value transactions, the PBG could be structured as a one year revolving performance bank guarantee

¹⁸ Note: To be modified as required. For higher value transactions, the PBG could be structured as a one year revolving performance bank guarantee

In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Bank Guarantee, to vary or to extend the terms of the Station Facility Management Agreement, from time to time. Authority shall have the fullest liberty without affecting this Bank Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the _____ (name of the Facility Manager) and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Bid Documents and/ or the Station Facility Management Agreement, any other course or remedy or security available to Authority.

The Bank shall not be relieved/released of its obligations under these presents by any exercise by Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of Authority or any other indulgence shown by Authority to the said Facility Manager or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving/releasing the Bank from its such liability.

The Bank also agrees that Authority shall at its option be entitled to enforce this Bank Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Facility Manager and notwithstanding any security or other guarantee that Authority may have in relation to the Facility Manager's liabilities.

This Guarantee shall not be affected by any change in the constitution or winding up of the Facility Manager or the Bank or any absorption/merger or amalgamation of the Facility Manager or the Bank with any other Person.

Authority shall be entitled to make unlimited number of demands under this Bank Guarantee, provided that the aggregate of all sums paid shall not exceed the guaranteed amount of _____/- (Rupees _____ only).

Upon receipt of a demand from Authority the Bank shall make the payment of the guaranteed amount forthwith, without any proof for document, notwithstanding any dispute by the Facility Manager, and such a demand shall be a conclusive evidence of the Bank's liability to pay Authority. The Bank Guarantee shall be a continuing irrevocable obligation. Invocation of this Bank Guarantee by any official of Authority shall be valid and unquestionable.

The Bank shall not revoke this Guarantee during its currency except with the previous express consent of Authority in writing.

Any waivers, extensions of time or other forbearance given or variations required under the Bid Documents and/ or the Station Facility Management Agreement or any invalidity, unenforceability or illegality of the whole or any part of the Bid Documents and/ or the Station Facility Management Agreement or rights, of any Party thereto, or amendment or other modification of the Bid Documents and/ or the Station Facility Management Agreement, or any other fact, circumstance, provision of statute of law which might, entitle the Bank to be released in whole or in part from its undertaking, or makes its liability to be secondary and not primary, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Any demands shall be deemed to have been duly served: if delivered by hand, when left at _____ (address of issuing branch of the Bank); and if given or made by pre-paid registered post or facsimile transmission, when received at _____ (address of issuing branch of the Bank) or on the following no. ____ (for the purposes of facsimile transmission).

This Bank Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Bank Guarantee hereby submit to the exclusive jurisdiction of the Courts of [inter] (INDIA) alone for the purposes of settling any disputes or differences which may arise out of or in connection with this Bank Guarantee, and for the purposes of enforcement under this Bank Guarantee.

The Bank declares that it has the power to issue the Bank Guarantee and the undersigned has full power to do so. The Bank further declares that there is no litigation or arbitration or other legal and/or administrative proceedings pending and/or threatened against the bank which could reasonably be expected to have a material adverse effect or change in Bank's ability to perform its obligations under this Guarantee.

Notwithstanding anything contained herein, our liability under this Bank Guarantee is limited to `.....(Rupees.....) and it shall remain in force up to six months from the earlier of (i) date of expiry and/ or termination of the Station Facility Management Agreement between Authority and the Facility Manager and/ or (ii) expiry of five years from the date hereof, and shall be extended from time to time for such period as

may be desired by M/s..... (name of the Facility Manager), on whose behalf this guarantee has been given.

IN WITNESS WHEREOF, THE BANK HAS executed this Guarantee on the day, month and year first above mentioned through its duly authorized representative.

SIGNED, SEALED AND DELIVERED

SEAL OF THE BANK

ON BEHALF OF THE BANK BY

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE BANK_____

SCHEDULE 11

USER CHARTER¹⁹

Note: This User Charter is to be issued in the name of the MOR/ Railway Administration.

1. Service with Safety

It is our aim to provide safety and quality in Station Facility Management through state of the art infrastructure for total User satisfaction. This Charter explains our commitments to the users of our Station and what they can expect from us.

2. Contents

- (a) Introduction
- (b) Our standards for Service
- (c) Availability of Information.
- (d) Persons who require Assistance
- (e) Lost Property
- (f) Listening to your views

2.1 Introduction

Users' Satisfaction is our motto! It is the intention of the Station to provide quality service to the users of this Station through its trained manpower and contractors. We aim to provide:

- (a) Safety and security for the Users of the Station.
- (b) Clean and hygienic environmentally reliable and easy to understand information
- (d) Polite, User friendly and helpful staff
- (e) Enjoyable and reasonable shopping and eating experience
- (f) Availability of essential facilities

The following services and facilities are available at the Station:

¹⁹ Note: Provisions of this Schedule would require to be specifically modified based on the scope of work of the Facility Manager in relation to the Station Area and also the Facilities that are proposed to be made available at the said station.

[Note: To be populated on the basis of the developed Station]

2.2 Our standards for Service

We will continue to toil hard at improving our performance to provide you with a reliable and comfortable service at our Station.

2.2.1 Approach to the Station

We will make all out efforts to make approach within the Station smooth and comfortable. Our traffic plans will be so oriented as to enable easy entry into and exit from the Station. To make your approach comfortable, we will tow away the cars parked unauthorisedly on the approach roads within the Station.

2.2.2 Entry to the Station Building

We will ensure that the entry into the Station Building is hassle free and when multiple entries are available, information will be suitably indicated at the relevant entrances.

Entry in to the Station Building will be non-discriminatory. However visitors accompanying users will have to pay the entry fee as prescribed. The entry of the visitors may be curtailed or suspended at times as per the needs of security.

2.2.3 Parking of vehicles

It will be our endeavor to provide adequate parking space for parking of various vehicles like cars, scooters, buses, etc. The usage of parking facilities will be available on payment of prescribed fees which may vary according to the vehicles and the type of parking used. It is our aim to ensure that you do not spend more than [5 minutes]²⁰ for parking/taking out your vehicle.

2.2.4 Facilities²¹

You are entitled to free facilities like clean drinking water, liquid soap, paper glass and child care room. Of course, all other facilities will be available on payment basis. All the essential facilities for eating, drinking and shopping for travelers' need, will be

²⁰ Modify as required.

²¹ Modify as required for the Station Area and permissible licenses.

available in a pleasing atmosphere. In order to ensure availability of reasonably priced basic beverages and food items, vending machines would be installed at convenient locations. We will ensure that the vendors price their items, as per laws relating to MRP. Vending machines of competing vendors will be provided to ensure competition and choice to the users. We will also ensure the cleanliness and hygiene of the Station Building so that you spend your time in a related and pleasant manner.

2.2.7 Seating

The waiting area for the users will be so planned as to ensure that at least [10% (ten per cent)]²² of the peak hour capacity are provided comfortable seats.

Adequate lighting will be provided for your comfort and the temperature inside the air conditioned area of the Station Building will be maintained at 28° C when the outside temperature is below 40°C. In other cases the difference between the temperature outside the Station Building and the temperature inside the Station Building will not be less than 12° C. During winter season, the temperature shall not be less than 15° C.

2.2.8 Taxis

We will ensure that prepaid taxis are available when you arrive. Maximum waiting time for at least 95% of the users shall not exceed [5 minutes]²³.

2.2.9 Planned/Unplanned Engineering Works

We will ensure whenever any modification/repair works are carried out, the area is adequately cordoned off, clear signage is available and normal functioning of the Station is not materially affected.

2.3 Availability of information

Information is power.

We will provide clear and easy to understand universally accepted signages inside the Station so that you can avail all the facilities without asking for anybody's help.

²² Modify as required on the basis of the approved plan

²³ Modify as required

However, if you need any help, our trained staff will be there to lend you a helping hand.

[Note: Insert details with respect to any other specific facilities, such as train information or other information that is required to be provided by the Facility Manager, to the users]

2.4 Persons who require assistance

We are concerned with the needs of the disabled/physically challenged persons. We are committed to provide:

2.4.1 Assistance to Persons

Our trained staff will be ready to help you once you bring the requirement to the notice of Station Building in-charge.

2.4.2 Wash rooms

We will provide disabled friendly wash rooms which are easy to use.

2.4.3 Ramps

Wherever feasible, ramps will be provided for the wheel chair users.

2.4.4 First Aid Facilities

Facilities will be available for meeting any unforeseen medical emergencies and first aid will be provided by qualified professional.

2.6 Lost Property

Lost something at Station? You may get it back from the Lost Property Office of MOR. All the lost and found items will be sent to the Lost Property Officer in-charge of MOR. You may get in touch with him for recovery of your lost items. The lost and found properties will be dealt with as per “.....” (Regulations). You may view the Regulations on the website of the“.....”.

2.7 Listening to your views

User is always right. User satisfaction is our motto. Continuous improvement is our aim.

Periodically, the Government shall carry out and analyse the User Satisfaction Survey on the different aspects of our service. To record your suggestions/complaints, suggestion books have been made available at various locations. You can also contact us through correspondence or our phone lines or through our website.

2.8 Our promised response times:

When you write to us, you should hear from us within seven working days.

- (a) In case it needs a longer time to provide a full reply, we will send you an acknowledgement within seven working days and reply within 25 working days.
- (b) If a full reply cannot be made within 25 working days, we will contact and update you accordingly.
- (c) There are several agencies involved in providing the various services at the Station. Some of the services we have promised above may involve interaction and coordination with these agencies who are primarily responsible for the provision of the service. In this case, we shall make best efforts to address your concerns.

2.9 If you are unhappy with our reply, we will make all our efforts to make you satisfied with our response. Kindly let us know. This will help us identify weak spots and continually improve our performance.

2.10 In this Schedule, the term “User”, shall include all Persons or invitees entitled to enter, or otherwise be on or use any part of the Station, whether on the payment of fee (or other sums) or otherwise.

SCHEDULE 12

COMPLAINT PROCEDURE

The complaint management system shall be aimed at resolving problems and redressing grievances of the users of the Station on a day to day basis.

The Facility Manager will be required to manage a helpdesk in the Station Building wherein the problems/ grievances will be logged either through telephone, in person or through email. The complaint management system shall also be supplemented by requisite complaint boxes and registers which shall be required to be monitored at regular intervals by the helpdesk operator on a day to day basis.

The Facility Manager shall be required to deploy engineers, technicians, supervisors, operational staff and other personnel possessing requisite experience, as set out in the Maintenance Manual, to resolve the problems that may be raised by the users of the Station. The helpdesk shall classify all complaints/ grievances and forward/ allocate the same to the concerned departments/ personnel for resolution. For each type of problem, the response time would be as per the timelines set out in the Maintenance Manual.

Procedure to be followed

- The helpdesk will be allotted a dedicated telephone extension number and an email ID.
- The helpdesk will be manned and managed on a 24/7 basis by qualified computer literate helpdesk operators.
- The helpdesk will receive, log and track all calls, emails and written complaints (collected from complaint boxes) raised by the end users in the premises.
- Any complaint / problem logged in helpdesk telephonically, through mail or through written complaint will be registered by the helpdesk operator in a complaint register and allotted a unique number on the date on which such complaint is made.
- The grievances column of the newspaper should be regularly examined by helpdesk operator to pick up cases which relate to it. Quick action should be taken for redressing these grievances on a time bound basis. The complainant should be quickly

informed of the action proposed to be taken by way of redressal, where such redressal can be given [within a month's time]. Where redressal is likely to take longer, in interim reply should be sent to the complainant explaining the steps taken and assuring that further necessary action is being taken in the matter.

- Work orders will be made by the helpdesk operator and handed over to respective department/ personnel to attend to the problem.
- Any complaint lodged with the helpdesk shall be responded to, depending on nature of the complaint / problem, within such time as set out in the Maintenance Manual.
- Once the complaint has been attended to, the complainant shall be informed of the steps taken and that the complaint has been addressed. The helpdesk operator will counter check before closure of any problems assigned.
- Resolution of the problem will be reconfirmed by the helpdesk operator with the complainant and the helpdesk operator shall then close the problem in the register.
- At the end of each day, the unattended and pending problems will be carried forward to the next day and a report of such problems will be prepared and forwarded to the respective facility team in the Station.
- For works/ services related to Excluded Activities which the Facility Manager is not responsible for, the Facility Manager would be required to inform the concerned MOR and/ or Railway Administration personnel as decided and communicated to the helpdesk from time to time, for resolution thereof.

Work order priorities

- The Facility Manager shall implement a planned work environment in which work is planned, scheduled, coordinated, and documented by a work order control system and is in coordination with the help desk processes. The Facility Manager will work with the site management to ensure that there is always a response appropriate for the severity of the situation or problem.
- The Facility Manager will ensure that its employees are versed in both interpreting and assigning work order priorities in a manner consistent with the Maintenance Manual.
- Work shall be prioritized and completed in-accordance with relevant codes.

- **Workplace handbooks:** Facility Manager will be required to review the existing workplace handbooks – asset service manual, etc. and update the same as required.
- The Facility Manager may issue duly approved booklets/ pamphlets about the passenger amenities and services available at the station indicating the user guidance (Do's and Do not) and the authority to be contacted in case of assistance.
- Maintenance of site documentation: The Facility Manager will be responsible for documenting and reporting every aspect related to the delivery of services at the Station Area. All hardware, machinery, equipment and all Intellectual Property relating to the complaint management system along with all logs, records, manuals, reports prepared thereto, shall remain the property of Authority and shall be handed over to Authority or its nominee upon termination or expiry of the SFM Agreement.

Escalation

- All routine problems, helpdesk related problems, operations related problems, will be handled by the Facility Manager without any intervention of Authority or the MOR and/ or Railway Administration.
- All grievances should be necessarily acknowledged, with an immediate reply and redressed within the time period as given in the Maintenance Manual.
- If any problem is not resolved within the agreed timelines or if the problem relates to works/ services related to Excluded Activities which the Facility Manager is not responsible for, it will be escalated to the concerned MOR and/ or Railway Administration personnel as per the escalation matrix as mutually decided.

VESTING CERTIFICATE

- Signed this _____ day of _____

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SCHEDULE 14

APPLICABLE PERMITS

[To the extent that any specific applicable permits are to be specified, the same may be enumerated herein]

The Developer/Facility Manager shall at all times, obtain and maintain all Applicable Permits which are required by Applicable Law to undertake the Station Facility Management Project and its role and functions as Station Facility Manager.

SCHEDULE 15

INDEMNITY BOND

This Indemnity Bond (the “**Indemnity Bond**”) is executed by

M/s _____, a company incorporated by the Selected Bidder under the Companies Act, 2013, having its registered office at _____²⁴ (hereinafter referred to as “**Facility Manager**” which expression shall, unless repugnant to the context thereof, include its successors, and assignees)

in favour of

President of India represented through [*insert name of the Authority*], [*insert description of Authority*], [*insert address of Authority*] (hereinafter referred to as “**Authority**” which expression shall unless repugnant to the context thereof, include its successors and assignees).

Whereas the Facility Manager and Authority have entered into a Station Facility Management Agreement dated _____, (the “**Contract**”) in terms of which the Facility Manager is required to provide certain Facility Management services to Authority on terms and conditions set out in the Contract.

Whereas, the Facility Manager, is, in terms of the Contract, required to provide to Authority an indemnity bond, in accordance with the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of Authority having entered into the Contract with the Facility Manager, and their mutual rights and obligations thereunder, the Facility Manager does hereby agree and undertakes as under:

1. The Facility Manager shall indemnify, keep indemnified and otherwise saved and harmless, Authority its agents, employees, and consultants from and against any and all claims, demands made against and/or loss caused and/or the damages suffered and/or cost, charges/ expenses incurred or put to and/ or penalty levied and/ or any claim due to any damage to, and/ or destruction of, the Station Area, Station Assets and/ or Station Project Utilities (or any part thereof).
2. The Facility Manager hereby agrees that Authority is entitled to invoke this Indemnity Bond any time during its validity period by way of a written notice of demand and the Facility Manager hereby agrees to pay ` _____ (Rupees _____ Only) to the Authority, without any protest or delay and agree that the decision of invoking this Indemnity Bond by Authority be final;
3. The Facility Manager shall not be entitled to revoke this Indemnity Bond, without the prior consent of Authority.

²⁴ Insert name of Facility Manager

4. The Facility Manager agrees and acknowledges that the rights of Authority hereunder, shall be in addition to, and not in derogation of any other rights available to Authority, whether under law, equity, the Contract, or otherwise.
5. This Indemnity Bond shall not be prejudiced or determined by any change in constitution of the Facility Manager or Authority.
6. The liability under this Indemnity Bond shall not exceed _____ (Rupees _____ Only) and the liability under this Indemnity Bond becomes effective from the SFMA Appointed Date under the Contract (or the date of surrender of access to the Station Area, and possession of Station Assets and Station Project Utilities (or any part thereof) to the Facility Manager, whichever is earlier) by (or on behalf) of Authority as per the terms of the Contract, and this Indemnity Bond shall continue to be valid & subsisting & enforceable upto the date of retransfer of the possession of the entire Station Area, Station Assets and Station Project Utilities under the Contract (or expiry/ termination of the Contract, whichever is later).
7. Capitalised terms utilized herein, but not defined, shall, unless repugnant to the context, have the meaning ascribed to them in the Contract.

Signed and executed as a bond, on this _____ day of _____, at _____

By the Facility Manager, through his
 authorized _____ signatory,
 _____, as so
 authorized in this regard by
 _____²⁵

And the company seal of the Facility Manager has been affixed hereto, in the presence of _____

²⁵ Insert details of power of attorney/ board resolution of the Indemnifier.

SCHEDULE 16

RAIL DISPLAY NETWORK AREA

(Under Article 1.1.54)

[The specifics and details of Rail Display Network Area to be enumerated here]

1. ...
2. ...
3. ...;

SPECIAL CONDITIONS OF STATION FACILITY MANAGEMENT AGREEMENT RELATED TO STATION DEVELOPMENT PROJECT]

The following Special Conditions of Station Facility Management Agreement (SCSFMA) shall supplement the General Conditions of Station Facility Management Agreement (GCSFMA). Whenever there is a conflict, the provisions herein shall prevail over those in the GCSFMA:

<i>Sub-title</i>	<i>SCSFMA Clause No</i>	<i>Ref. GCSFMA Article No.</i>	<i>Provisions</i>
Expiry Date of SFMA	1.	1.1.30	<i>[Last Date of the Term of SFMA]</i>
Required Amount	2.	1.1.57	<i>[insert amount]</i> ²⁶
Term of SFMA	3.	1.1.79	<i>[insert years, months and days]</i> ²⁷
Joint Inventory	4.	3.2.1	<i>[insert Weeks from the Effective Date]</i>
Conditions Precedent of Authority	5.	4.2.1 (iii)	<i>[insert details]</i>

²⁶ Note: Such amount to be determined on the basis of the corresponding estimation of the facility maintenance expenses as relied upon for the preparation of the overall contractual documentation.

²⁷ The initial maintenance period tenure is for 15 (fifteen) years which is inclusive of the Scheduled completion period for construction of Mandatory Project.

<i>Sub-title</i>	<i>SCSFMA Clause No</i>	<i>Ref. GCSFMA Article No.</i>	<i>Provisions</i>
Conditions Precedent of Facility Manager	6.	4.3.1 (ii)	[insert details]
General Obligations of Facility Manager	7.	6.7.10	[insert website where Indian Railway Works Manul is available]
	8.	6.7.10	[___% - insert percentage of the toilets/washrooms in the Station Area which shall be free for use by visitors/passengers without any charge]
Report to Authority	9.	7.2.2	[insert quartely / sim monthly / yearly]
Term of Sub-License	10.	13.2.1 (iii)	[insert years]
Increase in license charges	11.	13.2.1(vi) (b)	[insert percentage]
License Fee	12.	15.1.2	[insert days]
Termination by Authority	13.	21.1.2 (ii)	[insert days]

<i>Sub-title</i>	<i>SCSFMA Clause No</i>	<i>Ref. GCSFMA Article No.</i>	<i>Provisions</i>
Facility Manager's Event of Default	14.	21.1.3(i)(d)	[insert days]
Authority's Limitation of Liability	15.	27.4.1	[insert amount]