



**Development, Operation & Maintenance of Ropeway and
Glass Bridge Skywalk at Bhadrakali Lake on DBFOT
mode for a period of 30 years**

Schedules

(Draft)

Kakatiya Urban Development Authority (KUDA)

Government of Telangana

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and Glass Bridge Skywalk at Bhadrakali Lake on
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SCHEDULES

SCHEDULE – A

(See Clause 10.1)

SITE OF THE PROJECT

1. The Site

Site of the Project shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A

An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

The Alignment plan & Coordinates of the Project Ropeway and Glass Bridge Skywalk are specified in Annex I of Schedule A. The Concessionaire shall design the Ropeway and Glass Bridge Skywalk based on the Site/Design requirement specified in Schedule D.

Annex - I
(Schedule-A)
Site for the Ropeway

1. Site

The site of the Project is proposed from the Lower Terminal Point (LTP) (near Sri Bhadrakali Ammavari Devasthanam Area) to the Upper Terminal Point (near Bhadrakali Lake area).

The indicative alignment option is shown below.



The length of the ropeway is detailed below.

S. No	Location	Length in m	Remarks
1.	Lower Terminal Point (LTP) to Upper Terminal Point (UTP)	800	Near Sri Bhadrakali Ammavari Devasthanam area to near Sri Bhadrakali Lake area

The alignment given is indicative and the Concessionaire shall carry out detailed study in order to finalize the location of the towers and the stations respectively.

2. Land

The site of the project comprises the land described below.

S. No	Location	Land	Remarks
1.	Lower Terminal Point	Minimum land area for 30m x 50m would be earmarked for the ropeway station	Near Sri Bhadrakali Ammavari Devasthanam area
2.	Upper Terminal Point	Minimum land area for 30m x 50m would be earmarked for the ropeway station	Near Sri Bhadrakali Lake area

Site for Glass Bridge Skywalk

1. Site

The site of the Glass Bridge Skywalk is proposed from the Entry Point (near Sri Bhadrakali Lake Area) to exit point (near the Bhadrakali Lake Bund area).

The indicative alignment option is shown below.



The alignment given is indicative and the Concessionaire shall carry out detailed study in order to finalize the location of the towers and the stations respectively. The land required for the development of glass bridge would be earmarked based on the final approved plan.

Annex - II
(Schedule-A)

Site for System Augmentation

Deleted

Annex-III
(Schedule-A)

Deleted

SCHEDULE – B

(See Clause 2.1)

DEVELOPMENT OF THE ROPEWAY

1. Development of the Ropeway

- 1.1. Development of the ropeway shall include construction of the Development, Operation & Maintenance of Ropeway at Bhadrakali lake, Warangal on DBFOT mode as described in this Schedule-B and in Schedule-C.
- 1.2. The Ropeway shall generally follow the alignment shown in the plan specified in Annexure- I of Schedule-A, unless otherwise specified by the Authority. Notwithstanding anything to the contrary contained in the concession Agreement, the proposed plan & profile, locations of stations/towers etc. of the project ropeway as indicated in the Schedule A, Schedule B, Schedule C and their Annexures shall be treated as minimum requirement. Based on site/design requirement the Concessionaire shall finalize plan & profile of the project ropeway including their Detailed Designs (during development Stage) and submit the same to Authority & the Independent Engineer for its Recommendation/Consent/Approval, before the start of the execution of project. The designs so approved shall not be in contradiction with the scope of project.

2. Ropeway

- 2.1. Ropeway shall include construction of the Project as described in Annex-I of this Schedule-B and Schedule-C.
- 2.2. Ropeway shall be completed by the Concessionaire in conformity with the Specifications and Standards set forth in Annex-I of Schedule-D.

3. Glass Bridge Skywalk

- 3.1. The Glass Bridge Skywalk development shall be undertaken in accordance with and subject to the terms and conditions specified in Annex-III of this Schedule-B.
- 3.2. The Glass Bridge Skywalk development shall be undertaken and completed by the Concessionaire in conformity with the Specifications and Standards set forth in Schedule-D.

Annex - I
(Schedule-B)

1. Description of Ropeways

1.1 Length of the Ropeways

The total horizontal length of the ropeway project is 800 meters, and the route alignment will be 20m wide. The project consists of 2 section having as per the details given below.

S. No	Section	Length in m	Remarks
1.	Lower Terminal Point (LTP) to Upper Terminal Point (UTP)	800	LTP – Situated near Bhadrakali Temple or Lakeside UTP – Positioned at a strategic viewpoint near Bhadrakali lake area offering view of Bhadrakali Tank and surrounding areas

1.2 The Project shall be designed to a capacity of 200 PPHPD.

1.3 The Project shall be constructed as briefly described below:

Monocable Fixed Grip Pulsed Gondola (MCPG) system is recommended with each component manufactured accordance with relevant BIS Codes. Following are the basic assumptions for the project as envisaged by the Authority.

- BIS Codes shall form the primary regulatory framework for the project.

The bidder can suggest a suitable system design which will make the ropeway more efficient and attractive to users.

Two stations are proposed on the ropeway alignment as mentioned below.

S. No	Station	Location	Remarks
1.	Station-1	Lower Terminal Point (LTP)	Near Bhadrakali Temple or Lakeside
2.	Station-2	Upper Terminal Point (UTP)	Near Sri Bhadrakali Lake area

The technical details of the Ropeway system is given in the table below and shall be generally followed.

Heading	Details
Ropeway System Technical Details and Performance Data	
Clearance from Ground level	Minimum 6 – Maximum 12 m approx.
Location of Drive and Return Stations	Drive Station – Bottom; Return Station – Top
Type of Tensioning	Counter Weight System

Heading	Details
Direction of Rotation	Counter Clockwise
Ropeway Operational Parameters	
Horizontal Length	800m approx.
Vertical Rise	5m approx.
Inclined Length	800.02m approx.
Average Grade	0.63%
Hourly Capacity	200 PPHPD or 400 PPH
Drive Speed, Infinitely adjustable	3 – 4 m/s approx.
Station Speed	0.25 m/s approx.
Trip Time	5 – 6 minutes approx.
Electrical Details	
Drive Machinery Type	Warm Reduction Gearbox type
Electric Main Drive	AC (VFD) with 3 – Phase Induction Motor
Required Output Conditions	
Required Output Starting	269
Voltage	400 – 440V
Frequency	50 Hz
Emergency Drive, Diesel Output (ISO 3046)	150 – 200 KW approx.
Cabin Details	
Cabin Spacing	2m cabin distance in each bunch of 3 cabins – 2 bunch of cabins online (total 6 cabins)
Cabin Interval	3.3 – 4.5 m approx. (bunch to bunch interval)
Passengers Per Cabin	4 – 6 approx.
Number of Cabins	6 – 8 approx.
Number of Service Cabins	1 (Optional on Request)
Parking of Cabins (Location)	Bottom (Station Parking)
Operation Manner (Parking)	Manual
Ropeway Towers and Mechanical Details	
Number of Towers	5 – 6 approx.
Haul Rope Diameter	38 – 40 mm
Actual Breaking Load	1500 KN
Tensile Strength	1960 KN / MM ²
Diameter of Bull Wheel (Drive Sheave)	3.5 – 4.5m approx.
Diameter of Return Wheel (Return Sheave)	3.5 – 4.5m approx.
Rope Gauge on Line	3.5 – 4.5m approx.
Control Cable location	Overhead
Number of Control Wires	As required
Total Rope Length	1800m approx.
Number of Stations	2

Heading	Details
Ropeway Tower Foundation Specifications	Minimum: 600 mm x 1500 mm and Maximum: 1500 mm x 3000 mm

The bidder can suggest suitable system technical specifications which will make the ropeway more efficient, secure and attractive to users.

2. **Project Facilities**

Project Facilities shall be constructed in conformity with Schedule-C.

3. **Specifications and Standards**

The Project shall be constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.

Annex - II
(Schedule-B)

Description of System Augmentation

Deleted

Annex - III

(Schedule-B)

1. Description of Glass Bridge Skywalk

The Concessionaire shall develop the Glass Bridge Skywalk that would complement the ropeway users in the area and the location as specified in Schedule-A. The facility so developed shall be in conformity with the land use, local planning regulations and Applicable laws.

The Concessionaire shall obtain approval for the development of Glass Bridge Skywalk on the technology proposed for development and the implementation plan along with timelines from the Independent Engineer or the Competent Authority.

The minimum technical specification required for the development of Glass Bridge Skywalk is provided in below table;

Heading	Details
Structural Design	4-layer SGP (Sentry Glass Plus) laminated glass
Load Dynamics	Pedestrian loads upto 500 – 700 kg / m ²
Applicable Standard	BIS Standards
Lighting Requirement	Appropriate lighting should be provided along the length of Glass Bridge Skywalk as per BIS Standards.

SCHEDULE – C

(See Clause 2.1)

PROJECT FACILITIES

1. Project Facilities

The Concessionaire shall construct the Project Facilities in accordance with the provisions of this Agreement.

2. Project Facilities for Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode

Project Facilities forming part of the Project and to be completed on or before the Project Completion Date have been described in Annex-I of this Schedule-C.

Annex - I
(Schedule-C)

1. Project Facilities for Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode

The Concessionaire shall construct the Project Facilities described in this Annex-I to form part of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadarkali Lake, Warangal on DBFOT mode. The Project Facilities shall include:

Heading	Details
LTP	Ropeway Station
	Cabin Parking
	Store
	Workshop
	Office
	Ticket Counter
	Account and Staff Room
	Toilet
	Multiple Shops / Commercial
	Queue Area
	Generator Room
	Open Store
	Panel Room and Control Room
	Set Back Area
UTP	Ropeway Station
	Store
	Ticket Counter and Guard Room
	Toilet
	Multiple Shops / Commercial
	Generator Room
	Small Maintenance Area
	Electrical Panel and Control Room
	Set Back Area

2. Description of Project Facilities

Each of the Project Facilities shall be developed as per the good industry practice.

Annex - II

(Schedule-C)

Project Facilities for System Augmentation

Deleted

SCHEDULE – D

(See Clause 2.1)

SPECIFICATIONS AND STANDARDS**1. Ropeways and Glass Bridge Skywalk**

The Concessionaire shall comply with the Specifications and Standards set forth in Annex- I of this Schedule-D for construction of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode.

Annex - I

(Schedule-D)

Specifications and Standards for the Ropeway and Glass Bridge Skywalk

1. General Principle:

- 1.1. The design, installation and operation & maintenance of the ropeway and glass bridge skywalk project shall be in accordance with relevant BIS Codes.
- 1.2. All Materials, works and construction operations shall conform to the Specifications and Standards Specifications. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Independent Engineer.
- 1.3. An indicative list of Indian and International Laws, Codes, Standards, and Specifications is given below for reference. Actual application of the following codes and standards will be defined in the respective sections of the manual.

2. Applicable codes

2.1. Design and Construction of Buildings

Design and construction of station building shall adhere to the following codes.

- i. National Building Code (India)
- ii. Ancient Monuments Preservation Act (India)
- iii. Ancient Monuments and Archaeological Sites and Remains Act, 1958
- iv. Earthquake Code (India)
- v. The Energy and Resource Institute (India)
- vi. The Indian Electricity Rules, 1956 and The Indian Electricity Act, 2003
- vii. Indian Electricity Rule 1956
- viii. Inflammable Substances Act 1962
- ix. Guidelines and Space Standards for Barrier Free Built Environment for Disabled and Elderly Persons, 1998, Centre Public Works Department (CPWD), Ministry of Urban Affairs and Employment, (India)
- x. Indian Standard Hand Book on steel sections Part-I
- xi. Indian Railway Manual on Design and Construction of well and pile foundations
- xii. International Building Code (IBC)
- xiii. ASME – A 17.1, Safety Code for Elevators and Escalators (USA)
- xiv. ISO 9001 (latest revision), International Standards Organization, Standard for Quality
- xv. Building and other Construction Workers' Welfare Cess Act, 1996 and Central Rules, 1998 (India)
- xvi. The Workmen's Compensation Act, 1923 along with Allied Rules (India)
- xvii. The Payment of Wages Act, 1936 (India)
- xviii. The Minimum Wages Act, 1948 and Rules 1950 (India)

- xix. Contract Labour Act, 1970 and Rules 1971 (India)
- xx. Child Labour (Prohibitions and Regulations) Act, 1986 and Rules 1950 (India)
- xxi. IRC: SP: 55 2001 Guidelines for Safety in Construction Zones
- xxii. Notification, Central Ground Water Board, Act January 1997

2.2. Design, Construction and O&M of Ropeway

4.2.1. BIS

- i. Continuous movement monocable ropeways and automatic grip- code of practice IS 5229: 2017
- ii. Acceptance & certification criteria for design and construction of all types of ropeways intended for transportation of passenger 17233:2019
- iii. Operation and maintenance of all types of ropeways intended for transportation of passenger – code of practice IS 17234:2019
- iv. Magnetic rope testing (MRT) - specification IS 17235:2019
- v. Prevention and safety against fire in ropeways - code of practice IS 17236:2019
- vi. Safety requirements for ropeways installation, design to carry persons – Quality Control IS17238: 2019
- vii. Safety requirement for drives used for installation for passenger transportation IS 17239:2019
- viii. Corrosion protection of iron and steel section used in passenger ropeways – code of practice IS 17240:2019
- ix. Calculation for design of ropeway installation intended for transportation of passenger- code of practice IS17405:2020
- x. Transportation, storage, installation and tensioning of wire rope for passenger ropeway - code of practice IS 17406:2020
- xi. IS 2062: Weldable Structural Steel

4.2.2. ENVIRONMENTAL, HEALTH AND SAFETY

- i. The Public Liability Insurance Act, 1991 and Rules 1991 (India)
- ii. Environment Protection Act, 1986 and Rules 1986 (India)
- iii. Air (Prevention and Control of Pollution) Act, 1981 (India)
- iv. Water (Prevention and Control of Pollution) Act, 1974 (India)
- v. The Noise Pollution (Regulation and Control) Rules, 2000 (India)
- vi. Notification on Control of Noise from Diesel Generator (DG) sets, 2002 (India)
- vii. Energy Conservation Building Code (India), 2007
- viii. Recycled Plastic Usage Rules, 1998
- ix. Manufacture, Storage, and Import of Hazardous Chemicals Rules, 1989
- x. The Hazardous Waste (Management and Handling) Rules, 1989

- xi. Batteries (Management and Handling) Rules
- xii. E-Waste Manual 2005
- xiii. Municipal Solid Waste Management rules 2001
- xiv. Bio Medical Waste rules 2001
- xv. Water (prevention and Control of Pollution) Cess Act 1977 and rules 1978

4.2.3. BUREAU OF INDIAN STANDARDS

- i. IS : 2062 Weldable structural steel
- ii. IS : 8500 Weldable structural steel (Medium and High strength quantity)
- iii. IS : 269 Ordinary and low heat Portland cement
- iv. IS : 802 Code of practice for use of structural in latticed tower
- v. IS : 875 Code of practice for structural safety of buildings, loading standards
- vi. IS : 1786 High strength deformed steel bars and wires for concrete reinforcement
- vii. IS: 432 Mild steel bars conforming
- viii. IS : 1888 Method of load test on soils
- ix. IS : 2309 Code of practice for protection of buildings and allied structures against lightening
- x. IS : 1983 (latest revision) National building code of India 1983 with Amendment No. 1 to NBC of India
- xi. IS : 2064 Code of practice for selection, installation and maintenance of sanitary appliances.
- xii. IS : 2065 Code of practice for water supply in buildings.
- xiii. IS : 7205 Safety code for erection structures, steelwork.
- xiv. IS : 8989 Safety code for erection of concrete framed structures.
- xv. IS : 1172 Code of basic requirement for water supply drainage and sanitation.
- xvi. IS : 9595 Recommendations for Metal Arc Welding of carbon and carbon manganese steels
- xvii. IS : 822 Code of procedure of inspection of welds
- xviii. IS : 1364 Precision and semi-precision hexagonal bolts, screws, nuts and lock nuts
- xix. IS : 1648 Code of Practice for fire safety of buildings.
- xx. IS : 7861 (Part II) Code of Practice for extreme water concreting
- xxi. IS 383:1970 Coarse and fine aggregates from natural Sources for concrete
- xxii. IS 432:1982 Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement (Part 1) Mild steel and medium tensile steel bars (Part 2) Hard-drawn steel wire
- xxiii. IS 453:1993 Double-acting spring hinges
- xxiv. IS 455:1989 Portland slag cement

- xxv. IS 456 (latest revision) Code of practice for plain and reinforced concrete
- xxvi. IS 457:1957 Code of practice for general construction of plain and reinforced concrete for dams and other massive structures
- xxvii. IS 771 (All Parts)1979 Glazed fire-clay sanitary appliances
- xxviii. IS 779:1994 Water meters
- xxix. IS 800:1984 Code of practice for general construction in steel
- xxx. IS 818:1961 Code of Practice for safety and health requirements in electric, gas welding and cutting operations steel
- xxxi. IS 1230: 1979 Cast iron rainwater pipes and fittings
- xxxii. IS 1237: 1980 Cement concrete flooring tiles
- xxxiii. IS 1343: 1980 Code of practice for Pre-stressed Concrete
- xxxiv. IS 1646: 1982 Code of Practice for fire safety in buildings (general) Electrical Installation
- xxxv. IS 1892: 1979 Code of practice for sub surface investigations for foundations
- xxxvi. IS 1893 latest revision Criteria for earthquake resistant design of structures
- xxxvii. IS 1904: 1986 Design and construction of foundations in Soils General Requirements
- xxxviii. IS1905: 1987 Code of practice for Structural use of unreinforced Masonry
- xxxix. IS 1948: 1961 Aluminium doors, windows and ventilators
- xl. IS 2074: 1992 Ready mixed paint, air-drying, red oxide-zinc chrome, priming
- xli. IS 2090: 1983 High tensile steel bars used in prestressed concrete
- xlii. IS 2119: 1980 Code of practice for construction of brick- cum-concrete composite
- xliii. IS 2386(all parts): 1963 Methods of test for aggregates for concrete
- xliv. IS 2430: 1969 Methods of sampling of aggregate for concrete
- xlv. IS 2548: 1996 Plastic seats and covers for water closets
- xlvi. IS 2556(all parts): 1994/95 Vitreous sanitary appliances
- xlvii. IS 2681: 1993 Non-ferrous metal sliding door bolts (aldrops) for use with padlocks
- xlvi. IS 2720 Methods of Tests for Soils
- xlix. IS 2751: 1979 Recommended practice for welding of mild steel plain and deformed bars used for reinforced construction
- l. IS 2911 (all parts): 1979 Code of practice for design and construction of pile foundations
- li. IS 2925:1984 Specification for Industrial Safety Helmets
- lii. IS 2950:1981 Code of practice for design and construction of raft foundations
- liii. IS 3370: 1965 Code of practice for concrete structures for the storage of liquids
- liv. IS 3696 (Part 1) 1987 Safety Code for Scaffolds and Ladders - Scaffolds

- lv. IS 3696 (Part 2):1991 Code of Safety for Scaffolds and Ladders - Ladders
- lvi. IS 3764: 1992 Excavation Work - Code of Safety
- lvii. IS 3812: 1981 Fly Ash for use as pozzolanans and admixture
- lviii. IS 3955: 1967 Code of practice for design and construction of well foundations
- lix. IS 4082: 1996 Recommendations on stacking and storage
- lx. IS 4130: 1991 Demolition of Buildings – Code of Safety
- lxi. IS 4326 1993 Earthquake resistant design and construction of buildings – code of practice
- lxii. IS 4912 : 1978 Safety Requirements for floor and wall openings, railings and toe boards (first revision)
- lxiii. IS 4925: 1968 Concrete batching and mixing plant
- lxiv. IS 4926: 1976 Ready mixed concrete
- lxv. IS 5121 : 1969 Safety Code for Piling and Other Deep Foundations
- lxvi. IS 6403: 1981 Code of practice for determination of bearing capacity of shallow foundations
- lxvii. IS 6994: 1973 Specification for Industrial Safety Gloves
- lxviii. IS 7205: 1974 Safety code for erection of structural steel work
- lxix. IS 7293: 1974 Safety code for working with construction machinery
- lxx. IS 7861: 1975 Code of practice for extreme weather concreting (Part 1) For Hot Weather concreting (Part 2) For Cold Weather concreting
- lxxi. IS 7969: 1975 Safety code for handling and storage of building materials
- lxxii. IS 8989: 1978 Safety Code for Erection of Concrete Framed Structures
- lxxiii. IS 9556: 1980 Code of practice for design and construction of diaphragm walls
- lxxiv. IS 9595: 1996 Recommendations for metal arc welding of carbon and carbon manganese steels
- lxxv. IS 9762: 1994 Polyethylene floats (spherical) for float valves
- lxxvi. IS 10262: 1982 Recommended guidelines for concrete mix Design
- lxxvii. IS 10379: 1982 Code of practice for field control of moisture and compaction of soils for embankment and subgrade
- lxxviii. IS 10500: 1991 Drinking Water
- lxxix. IS 11972: 1987 Code of Practice for safety precautions to be taken when entering a sewerage system
- lxxx. IS 12349: 1988 Fire Protection – Safety Signs
- lxxxi. IS 13415: 1992 Code of safety for protective barriers in and around buildings
- lxxxii. IS 13416 (all parts):1992 Recommendations for preventive measures against hazards in the workplace, Part 1, Falling material hazards protection

lxxxiii. IS 13430: 1992 Safety During Additional Construction and Alteration to Existing Buildings - Code of Practice

lxxxiv. IS 13583: 1993 Code of Practice for training of Crane Drivers Part

The Concessionaire shall follow the specifications and standards of Telangana Public Works Department (TPWD) for civil and electrical works and in case any specification or standards are not available in the TPWD, the Concessionaire may refer to Central Public Works Department for the same.

Annex - II
(Schedule-D)

Specifications and Standards for System Augmentation

Deleted

SCHEDULE –E*(See Clause 4.1.3)***APPLICABLE PERMITS****1. Applicable Permits**

- 1.1 The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Authority in accordance with Clause 4.1.3 of the Agreement.

Sr. No.	Description
Approvals Required.	
1.	No Objection Certificate from the State Government.
2.	Consent to Establish and Consent to Operate under the Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974 from State Pollution Control Board (State and Centre).
3.	Compliance under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
4.	Forest clearance from Ministry of Environment and Forest.
5.	Tree Felling permission from The Telangana Water, Land and Trees Act (WALTA), 2002
6.	No-Objection certificate from relevant panchayat in whose territorial limits the project is located, if applicable.
7.	Clearance of fire safety standards and protection apparatus and system under the Factories Act, 1948, and standards mandated by the local fire department, if applicable from Chief Inspector of Factories or any other designated authority appointed.
8.	Compliance under Maternity Benefit Act, 1961.
9.	License for usage and storage of fuel oil storage tank, pressurized vessels, explosive and inflammable liquids, gases and chemicals under (a) Explosives Act, 1884 read with Explosives Rules, 2008 and Gas Cylinder Rules, 2004; and (b) Petroleum Act, 1934 read with Petroleum Rules, 2002, if applicable from Chief Controller of Explosives, GoI, if applicable.
10.	Approval under the Electricity Act 2003 for electrical installations and works from Chief Electrical Inspector.
11.	Other facilitation that could be obtained from the nodal agency is statutory clearances from Govt. Departments/Agencies, Evacuation approval from State Transmission Utility (STU), Connectivity to the substation of STU, clearances from State Pollution Control Board (SPCB), whenever feasible.

12.	Certificate of Registration from the labour department issued under the Inter-State Migrant Workmen (Regulations of Employment and Conditions of Services) Act, 1979 in relation to employment of migrant workmen.
13.	Registration under Section 7 of Contract Labour (Regulation and Abolition) Act, 1970.
14.	Registration under Employees Provident Fund and Miscellaneous Provisions Act, 1952.
15.	Authorization for management and handling of hazardous waste under Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2016.
16.	Registration under Employee State Insurance Act, 1948.
17.	Consent for Right of Way under applicable law.
18.	NOC for height clearance from directorate of air traffic management, Airport Authority of India when project lies within 20Kms radius of air strips/funnel.
19.	Approval under Ancient Monuments and Archaeological Sites and Remains Act, 1958 with subsequent amendments
20.	Permission of Village Panchayat and the Pollution Control Board for installation of crushers / batch mixing plant
21.	NOC for DG set installation
22.	Permission under Shop and Establishment Act from Local authorities / Village Panchayat
23.	NOCs from Chief Electrical Inspector (CEI) for electrical substation
24.	Building Plan / layout approval by Local Authorities / Panchayat / Chief Town planner
25.	FSSAI license for restaurant
26.	Any other permits or clearances or registration required under Applicable Laws
27.	NOC from Chief Ropeway Inspector/licencing Authority for Commercial Operation of Ropeway
28.	NOC from relevant Panchayat is whose territory limit the project is located if Applicable (Property Tax)
29.	FSSAI license for Restaurant from Department of Food & Supply

- 1.2 Unless otherwise specified in this Agreement, Applicable Permits, as required if any, relating to environmental protection and conservation, right of way and other clearances, shall have been procured by the Authority as a Condition Precedent.

SCHEDULE –F

(See Clause 9.1)

PERFORMANCE SECURITY

The Managing Director,
Kakatiya Urban Development Authority (KUDA),

WHEREAS:

- (A)(the “Concessionaire”) and Kakatiya Urban Development Authority (the “**Authority**”) have entered into a Concession Agreement dated (the “**Agreement**”) whereby the Authority has agreed to the Concessionaire undertaking Project on design, build, finance, operate and transfer (the “**DBFOT**”) basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. ***** cr. (Rupees ***** crore) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an Officer not below the rank of Executive Engineer, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on

the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any Dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project Cost which is deemed to be Rs.*** cr. (Rupees ***** crore) for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue

this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

2. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf
of the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE –G

(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1. Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Date (the “**Project Completion Schedule**”). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof. For the avoidance of doubt, it is agreed that the provisions of this Schedule shall not apply to Real Estate development.

2. Project Milestone-I

- 2.1. Project Milestone-I shall occur on the date falling on the [180th (one hundred and eightieth)] day from the Appointed Date (the “**Project Milestone-I**”).
- 2.2. Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the Project and expended not less than [25% (twenty-five per cent)] of the Total Project Cost set forth in the Financial Package.

3. Project Milestone-II

- 3.1. Project Milestone-II shall occur on the date falling on the [365th (three hundred and sixty fifth)] day from the Appointed Date (the “**Project Milestone-II**”).
- 3.2. Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced [construction of ***** and expended not less than 50% (fifty per cent)] of the Total Project Cost set forth in the Financial Package.

4. Project Milestone-III

- 4.1. Project Milestone-III shall occur on the date falling on the [550th (five hundred and fiftieth)] day from the Appointed Date (the “**Project Milestone-III**”).
- 4.2. Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced [construction of ***** and expended not less than 75% (seventy-five per cent)] of the Total Project Cost set forth in the Financial Package.

5. Scheduled Date

- 5.1 The Scheduled Date shall occur on the [730th (seven hundred and thirty)] day from the Appointed Date. On or before the Scheduled Date, the Concessionaire shall have completed the Project in accordance with this Agreement.
- 5.2 On or before the Scheduled Date, the Concessionaire shall have completed the Project in accordance with this Agreement.

6. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

SCHEDULE –H

(See Clause 12.2)

DRAWINGS**1. Drawings**

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2. Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule.

Annex - I
(Schedule-H)

List of Drawings

[Note: The Authority shall describe in this Annex-I, all the Drawings that the Concessionaire is required to furnish under Clause 12.3.]

SCHEDULE – I

(See Clauses 24.1 and 24.2)

SELECTION OF INDEPENDENT ENGINEER

1. Selection of Independent Engineer

- 1.1 The provisions of Part II of the Standard Bidding Documents for Consulting Assignments. Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, *mutatis mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.
- 1.2 The Authority shall invite expressions of interest from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule - R and thereupon shortlist 6 (six) qualified firms in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of 6 (six) firms (the “**Panel of Firms**”) and convey its decision to the Concessionaire.
- 1.3 The Authority shall invite the aforesaid firms in the Panel of Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.
- 1.4 In the event that the Authority shall follow the selection process specified in the Model RFP for selection of Technical Consultant, as published by the Ministry of Finance, the selection process specified in this Schedule – I shall be deemed to be substituted by the provisions of the said Model RFP and the Concessionaire shall be entitled to scrutinize the relevant records forming part of such selection process.

2. Fee and expenses

- 2.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed [1% (one per cent)] of the Total Project Cost, including Equity Support, if any. Payments not exceeding such [1% (one per cent)] shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period, including the construction of system augmentation, shall be borne equally by the Authority and the Concessionaire.

3. Selection every three years

- 3.1 No later than 3 (three) years from the date of appointment of the Independent Engineer, in accordance with the provisions of Paragraph 1 of this Schedule-I, the Authority shall engage another firm in accordance with the criteria set forth in this Schedule-I.

4. Appointment of government entity as Independent Engineer

- 4.1 [Notwithstanding anything to the contrary contained in this Schedule - I, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government- owned entity which is owned or controlled by the Authority shall not be eligible for appointment as an Independent Engineer.]

Annex-1
(Schedule I)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1. Scope

- 1.1 These Terms of Reference for the Independent Engineer (the “**TOR**”) are being specified in accordance with the Concession Agreement dated (the “**Agreement**”), which has been entered into between the Authority and (the “**Concessionaire**”) for Project at in city of on design, build, finance, operate and transfer (the “**DBFOT**”) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to construction, operation and maintenance of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode for a period of 30 years, and shall apply, *mutatis mutandis*, to system augmentation thereof.

The TOR for the appointment of the Independent Engineer will be as follows:

2. Definitions and Interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (i) review of the Drawings and Documents as set forth in Paragraph 4;
 - (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (iii) review, inspection and testing of rolling stock as set forth in Paragraph 5;
 - (iv) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (v) review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - (vi) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - (vii) determining, as required under the Agreement, the costs of any works or services

and/or their reasonableness;

- (viii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (ix) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
- (x) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4. Development Period

- 4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-M and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.
- 4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.5 The Independent Engineer shall review the detailed design, manufacturing, installation, testing and commissioning plans for the Project sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.6 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC contract or any other contract for construction, operation and maintenance of the Project and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5. Construction Period

- 5.1. In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire

within 7 (seven) days of receipt of such report.

- 5.2. The Independent Engineer shall inspect the Construction Works and electromechanical equipment (if any) once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th(twentieth)day of each month in any case, and make out a report of such inspection (the “Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works and electromechanical with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project or the deficiencies in the electromechanical equipment. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.3. The Independent Engineer may inspect the Project more than once in a month if any lapses, defects or deficiencies require such inspections.

For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-47 {Guidelines on Quality systems for Road Bridge (Plain, Reinforced, Pre-stressed and Composite Concrete)} and other relevant Manuals specified by the Authority in relation to structures, buildings, track, equipment and rolling stock (the “**Quality Control Manuals**”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.

- 5.4. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 5.5. The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice
- 5.6. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

- 5.7. In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.8. If Suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.9. The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate.
- 5.10. For carrying out its functions under this Paragraph 5.10 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 5.11. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6. Operation Period

- 6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.4 The Independent Engineer shall inspect the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, including carriers and Stations, once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Development, Operation &

Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.

- 6.5 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf. In respect of any defect or deficiency referred to in Paragraph 3 of Schedule - L, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 6.6 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 6.7 The Independent Engineer shall examine the request of the Concessionaire for closure of the Project for undertaking maintenance/repair thereof, keeping in view the need to minimize disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such rope(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.
- 6.8 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.9 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.10 In Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Article 23 and Schedule – O.

7. Audit of Fee collection system

- 7.1 The Independent Engineer shall, at least once every month, conduct an audit of the working of the automatic fee collection system installed by the Concessionaire, to check its accuracy in recording the entry and exit of Users and in recording the fee.

8. Termination

At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 39.1 and, if

required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 40.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

The Independent Engineer shall inspect the Project once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 43, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

9. Determination of costs and time

- 9.1. The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement. The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

10. Assistance in Dispute resolution

- 10.1. When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Good Industry Practice and authentic literature.

11. Other duties and functions

- 11.1. The Independent Engineer shall perform all other duties and functions specified in the Agreement.

12. Miscellaneous

- 12.1. The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 12.2. A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 12.3. The Independent Engineer shall obtain and the Concessionaire shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1 (one) of the copies to the Authority along with its comments thereon.
- 12.4. The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 12.5. Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify and obtain written receipt thereof. Two copies of the said documents shall also be furnished in editable digital format or in such other medium or manner as may be acceptable to the Authority.

SCHEDULE – J

(See Clause 14.1.2)

TESTS

1. Schedule for Tests

- 1.1 The Concessionaire shall, no later than 60 (sixty) days prior to the likely completion of the Project, notify the Independent Engineer and the Authority of its intent to subject the Project to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of the Project.
- 1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-J.

2. Tests

- 2.1. The Independent Engineer shall conduct, or cause to be conducted, the Tests in accordance with Applicable Law, Good Industry Practice and Specifications and Standards.
- 2.2. Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of the Project to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- 2.3. Tests: The Independent Engineer will determine the Tests, in accordance with Good Industry Practice and applicable standards, for determining the compliance of the Project with Standards and Specifications as per Schedule D
- 2.4. Various quality control tests would be undertaken for the Project as per the applicable standards. Where no testing methods are specified by the said standards, details of the tests to be carried out and specifications to be achieved for the respective Project Facilities/Construction Works or part thereof shall be agreed upon with the Independent Engineer prior to construction;
- 2.5. Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.6. Agency for conducting Tests: All Tests set forth in this Schedule-J shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

3. Completion/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, in accordance with the provisions of Article 14.

4. Tests during construction

Without prejudice to the provisions of this Schedule-J, tests during construction shall be conducted in accordance with the provisions of Clause 13.3.1.

5. Preliminary Commissioning Checks

- 5.1 The Concessionaire shall ensure that all equipment are thoroughly cleaned, lubricated and checked for serviceability immediately before setting to Works. The Concessionaire shall pay attention to the removal of building debris from the pipe work systems.
- 5.2 The Concessionaire shall pay special attention to the need to thoroughly flush out all pipe work systems to ensure that all foreign matters are removed.
- 5.3 The Concessionaire shall inspect and check all automatic controls and safety devices for serviceability before the working fluid or electricity is applied to the system.

6. Commissioning

- 6.1 When the various installations have been completed and the preliminary commissioning checks carried out, the Concessionaire shall set to work, regulate and calibrate all systems in the entire installation. Special attention shall be paid to the following items:
- 6.2 That all switches and controls etc. are regulated and capable of proper operation and in the case of isolation valves that they are capable of tight shut off.
- 6.3 That all instruments are correctly calibrated and read accurately.
- 6.4 That all services are tested in accordance with the details in the relevant clauses of the Development
- 6.5 The Concessionaire first complete all works pertains to the ropeway satisfactorily as per the Scope of the Work and start trial running [empty + loaded condition] of the system after carrying out all adjustments/settings of the plant, equipment etc., as required.
- 6.6 Before commissioning the system, following activities needs to be done:
 - i. Commissioning the ropeway system with full load (Dummy load) successful testing and trial runs of the complete ropeway system meeting the design parameters for 50 hours for installation with detachable carriers at least 5 hours of which shall be at the maximum permissible operating load for line equipment in continuous operation upto the satisfaction of the Independent Engineer.
 - ii. During this operation following items needs to be covered
 - All safeties as specified
 - All brakes
 - Operation of Integrated rescue engine even on all up condition
 - Vertical rescue system
- 6.7 The operating test for 50 hours operation in full load condition having successful testing and trial runs shall be conducted by the Committee nominated by the Authority in the presence of Independent Engineer.
- 6.8 Upon successful test and trial run and upon recommendation of IE the committee will issue commissioning certificate for the project.

7. Final Acceptance Tests

- 7.1 Following commissioning of all installations, the Concessionaire shall carry out final acceptance tests in accordance with a programme to be submitted to the Independent Engineer for Notice of No Objection.
- 7.2 Should the results of the acceptance tests show that plant, systems and/or equipment fail to perform to the efficiencies or other performance figures as given in the Development Agreement Specification, the Concessionaire shall adjust, modify and if necessary, replace the equipment without any additional cost implications to the Employer in order that the required performance be obtained
- 7.3 Where acceptance tests are required by the relevant authorities having jurisdiction, these tests shall be carried out by the Concessionaire, the proposal for which shall be submitted to the Independent Engineer for Notice of No Objection.

8. Integrated Testing and Commissioning (ITC)

- 8.1 Before the commencement of integrated tests, the Concessionaire shall complete his own local tests along with supporting documents of tests. The Concessionaire shall submit test specifications for integrated tests to the Independent Engineer for Notice of No Objection, prior to the commencement of the tests
- 8.2 The Concessionaire shall coordinate with the civil works and Standard Work Charts in preparing an integrated system test plan to test all the points/installations. All testing tools and manpower required for the tests, which will be witnessed by the Independent Engineer shall be provided by the respective Concessionaire.

9. Field/Site Laboratory

- 9.1 All the materials to be used in the work and tested in the laboratory shall comply with the Independent Engineer or such recognized specifications as acceptable to Independent Engineer. The testing machines shall be recalibrated periodically as per Concessionaire's Quality Plan and applicable regulatory Standards. The calibration shall be from an authorized laboratory and approved by Independent Engineer.
- 9.2 The Concessionaire or his authorized representative shall assist in the collection, preparation, forwarding and testing of such samples. The cost of such samples and tests shall be borne by the Concessionaire. The Concessionaire shall give not less than seven (7) days' notice for all tests in order that the Independent Engineer may attend and witness testing at the external laboratory. Two (2) copies of all test certificates shall be supplied by the Concessionaire to the Independent Engineer for approval immediately after the completion of the tests. Test certificates must be supplied to the Independent Engineer before the materials or components are used in the works, unless the Independent Engineer directs otherwise.

10. Frequency of Testing

- 10.1 All materials shall be tested as per the requirements specified in the Concessionaire's Quality Plan. All test reports shall be documented in hard copy as well as softcopy.

11. Unsuitable Materials

- 11.1 If at any stage of execution of work, Independent Engineer finds that the particular material is not suitable to be used in any component of the work, the Independent Engineer may order retesting of the material from any approved laboratory at the cost of the Concessionaire. The rejected material either after the initial test or after re-testing, as the

case, shall be immediately removed from the Site by the Concessionaire at his own cost. In case of default on the part of the Concessionaire in removing rejected materials and any work executed with such unaccepted materials, the Independent Engineer shall be at liberty to have them removed and/or dismantled by other means at the risk and cost of the Concessionaire.

12. Time Limit for Filing of Reports for Inspections And/or Tests

The Concessionaire shall ensure that a signed copy of report of each in-situ and each off- site inspection / test is filed in his Records Office within 3 (three) working days and within seven (7) working days of the date of completion of the test process respectively.

Annexure-I Lists of Tests

S.No	Project Facilities	Tests
1.	Site clearances	• Visual observations • Physical verification of dimensions • Random drilling to check cross sections
2.	Civil Work / Buildings (Including Internal services) Ropeway Station building, Fobs, platforms, roofing structure with its Amenities.	• Strength test shall be conducted in accordance with IS: 516 on random sampling. Each test shall be conducted on six specimens, three of which shall be tested at 7 days and remaining three at 28 days. Additional samples shall be prepared, if required, as per direction of Independent Engineer for testing samples cured by accelerated method as described in IS: 9103 • Ultrasonic Pulse Velocity Method of Test for RCC • Nondestructive tests if found necessary by visual observations • Verification of dimensions • Verification of finishing schedule • General compliance to codes and standards • Checking for leakages / seepages if any. • Stress Test on structure where ever required by Independent Engineer
3.	Structural Glazing:	i) Structural Performance Deflection and deformation by static air pressure test (1.5 times designing wind pressure without any failure) as per ASTM E-330-10 testing method for a range up to 50mm (ii) Seismic Movement Test (up to 30mm) as per AAMA 501.4-09 testing method for Qualitative test. Tests to be conducted on site Onsite Test for Water Leakage for a pressure range 50kpa to 240 kpa (35psi) up to 2000ml
4.	Signages (External Signages, Internal Signages, Neon Signages, Key Map Signages)	Visual inspections
5.	Additional Green Building Features (Solar panels, Solar Lighting, envelope performance)	Physical performance tests
6.	Special Items of Work (RO Water Plant, Rainwater	Physical performance tests

S.No	Project Facilities	Tests
	Harvesting, Provision for pumps including water tank, CCTV & Security system, Electrical substation/ Transformer, Trenches/ Ducts for UG cables/ Pipe line, DG Set, Entertainment - Satellite TV & WIFI, Shading Device, Outdoor Furniture, , Digital Display Wall System ,Solar Power Panel, Provision for Hoarding Board, Provision for High Mast Lamp)	
7.	Other Amenities that are part of the Glass Bridge Skywalk Development	As per the standards and certification process for the facility

SCHEDULE – K

(See Clause 14.2 & 14.3)

COMPLETION CERTIFICATE

1. I/We, (Name of the Independent Engineer), under and in accordance with the Concession Agreement dated..... (the “**Agreement**”), for development and operation of the Development, Operation & Maintenance of Ropeway and Glass Bridge skywalk at Bhadarkali Lake, Warangal on DBFOT mode for a period of 30 years for on design, build, finance, operate and transfer (the “**DBFOT**”) basis, through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-J of the Agreement have been successfully undertaken to determine compliance of the Project with Specifications and Standards and with the provisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.

2. It is certified that, in terms of the aforesaid Agreement, all works forming part of Project have been completed, and the Project is ready for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of INDEPENDENT ENGINEER by:

(Signature)

(Name)

(Designation)

(Address)

PROVISIONAL CERTIFICATE

- 1 I, (Name of the Independent Engineer), under and in accordance with the Concession Agreement dated(the “**Agreement**”), for ***ropeway (the “**Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode**”) on design, build, finance, operate and transfer (the “**DBFOT**”) basis through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-J of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.
- 2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. (Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,)[@] I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, pending completion thereof.
- 3 In view of the foregoing, I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into commercial operation on this the day of 20.....

ACCEPTED, SIGNED, SEALED

SIGNED, SEALED AND

AND DELIVERED

DELIVERED

For and on behalf of

For and on behalf of

CONCESSIONAIRE by:

INDEPENDENT ENGINEER by:

(Signature)

(Signature)

(Name and Designation)

(Name and (Designation)

(Address)

(Address)

SCHEDULE – L

(See Clause 17.2)

PERFORMANCE AND MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

- 1.1 The Concessionaire shall, at all times, operate and maintain the Project in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-L (the “**Maintenance Requirements**”).

Performance and Maintenance Requirements

The list of performance and maintenance requirements of key Ropeway and Glass Bridge Skywalk components to optimize Ropeway and Glass Bridge Skywalk efficiency during its operational lifetime. Each equipment supplier will provide service schedule which the Concessionaire will follow for trouble free and safe performance of the Ropeway and Glass Bridge Skywalk. Checks are recommended for daily, weekly, monthly, quarterly, half yearly, yearly, 3-year, 6-year basis etc.

1. Check the loading and unloading points as well as the access and exit areas and fix them if need be;
2. Towers: Check the platforms, handrails, catwalks, anemometers, ladders and rope lifting frames for cracks, rust, deformation, correct position or any deviation from the standard;
3. Overhead Cables - Signal Cables: Check for any visual deviation in terms of physical damage such as breakage, color deformation, cuts, correct position, overhead cable for oscillations;
4. Lighting Protection Cable inspection as Overhead Cables at Serial No.3;
5. Main Gear Box: Follow gear box manufacturers recommendation for maintenance schedule;
6. Universal Shaft: Check for any unusual noise (technician should be trained to differentiate between a normal and abnormal noise during shaft operation);
7. Main Motor: refer to manufacturer’s manual schedule of activities;
8. Gear Rim: General check for any physical damage or aberration;
9. Hydraulic Unit for emergency drive / brakes;
10. Service Brake: check for correct functioning by actuating the switch 'EMERGENCY STOP' check stopping distance. Check the brake and hydraulic lines for any leaks;
11. Emergency Brake: Check for correct functioning by actuating the switch

'EMERGENCY STOP' check stopping distance. Check the brake release cylinder and the hydraulic lines for any leaks;

12. Rope Tensioner Hydraulic Unit: check tension on display and visual check for leaks;

Drive and Return Bull wheels: Check for any unusual noise, wobble or eccentricity in the motion of the bull wheel, etc.;

Bull wheel coupling, positioning monitoring unit, axle position monitoring unit, bearing;

13. Tension Carriage: Check tension carriage position;
14. Grip Opening/Closing Equipment: Check for Normal Operation as per approved manufacturer's process; other components associated with functioning of the grips such as grip fault before launch limit switch, not open limit switch, grip gauge, grip operating lever fault, electronic grip force testing device;
15. Outer Guide Rail: Functional check of the dampened outer guide rail;
16. Tyre Conveyors: General inspection as per schedule of maintenance;
17. Hydraulic Lifting Unit: Check for leaks and loose pipe connections;
18. Clutch/Brake Combination/Safety Clutch: Check the clutch/brake combination/safety clutch for correct functioning;
19. Line components such as rope, sheave assemblies, hangar, grip mechanism, tacho drive, counting sheave, haul rope grounding, towers, overhead cables, signal cables, lightning protection rope, gear rim, rope tensioner hydraulic unit, power take off (PTO) drive, break fork switch etc. including all safety features listed in Schedule M to be checked and technical specifications of the equipment suppliers;
20. Door opening closing of gondolas, access control barriers and passenger control systems; and
21. Magnetic Particle Testing of components to ensure safety of the operations.

- 1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-L within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.7 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2. Repair/rectification of defects and deficiencies

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - L within the time limit set forth therein. The Concessionaire shall at all times maintain an adequate inventory of spares and consumables to meet the Maintenance Requirements.

3. Other defects and deficiencies

- 3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-L, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.
- 3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-L, the Independent Engineer 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 Concessionaire within the time limit specified by the Independent Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-L, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice and Specification and Standards. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-L, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

7. Divestment Requirements

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

8. Display of Schedule – L

The Concessionaire shall display a copy of this Schedule-L at every station along with the Complaint Register stipulated in Article 47.

Annex - I
(Schedule-L)

Repair/Rectification of Defects and Deficiencies

Any deficiency leading to stoppage of Project shall be rectified in accordance with Applicable Laws, Good Industry Practice and Specifications and Standards.

SCHEDULE-M

(See Clause 18.1)

SAFETY REQUIREMENTS

1. **Guiding principles**
 - 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, irrespective of the person(s) at fault.
 - 1.2 Users of the Project include staff of the Concessionaire and its contractors working on the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode.
 - 1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
 - 1.4 Safety Requirements include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, with particular reference to the safety guidelines specified in Annex - I of this Schedule - M.
 - 1.5 The Project shall be especially designed, operated and serviced in such a way so as to:
 - (a) eliminate and reduce risks by means of design and construction features;
 - (b) implement necessary measures to protect against risks that cannot be completely eliminated; and
 - (c) lay down precautions to be taken to avoid any risks.
2. **Obligations of the Concessionaire**

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

 - (a) Applicable Laws and Applicable Permits;
 - (b) Manual for safety;
 - (c) provisions of this Agreement; and
 - (d) relevant standards/Guidelines addressing highest human safety parameters; and
 - (e) Good Industry Practice.
3. **Safety measures during Development Period**
 - 3.1. No later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project.
 - 3.2. The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the “Safety Drawings”). Such design details shall include ropeway alignments; horizontal and vertical forces, layouts of ropeway profile, foundation drawings, inertia forces, bending moments

in global coordinates, tower loads, sheave loads, effects of forces caused by winds, snow, ice or any other external factors, Station forces and design, people movement and safety procedures at Stations along with other incidental or consequential information. The Safety Consultant shall review the design details and forward 3 (three) copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

- 3.3. The design and equipment details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode. The safety audit shall be completed in a period of 3 (three) months and a report thereof (the “Safety Report”) shall be submitted to the Authority, in 5 (five) copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.
- 3.4. The Concessionaire shall endeavor to incorporate the recommendations of the Safety Report in the design of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of the Authority, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-C, Schedule-D or Schedule-E, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.
- 3.5. Without prejudice to the provisions of Paragraph 4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify; provided that any works or services required to be undertaken hereunder shall be governed by the provisions of Article 18.

4. Safety measures during Construction Period

- 4.1. A Safety Consultant shall be appointed by the Authority, no later than 6 (six) months prior to the expected Project Completion Date, for carrying out a safety audit of the completed Construction Works.
- 4.2. The Safety Consultant shall study the Safety Report for the Development Period and inspect the Project to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional safety measures, if any, that are considered essential for reducing accident hazards on the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-M.
- 4.3. The Concessionaire shall make adequate arrangements during the Construction Period for

the safety of workers and road users in accordance with Applicable Laws and Good Industry Practice for safety in construction zones and notify the Authority and the Independent Engineer about such arrangements.

4.4. Layout, speed, distance between vehicles

- 4.4.1. The Project shall be designed taking into account the characteristics of the terrain and its surroundings i.e., atmospheric and meteorological conditions.

Sufficient distance shall be maintained laterally and vertically between vehicles, towing devices, tracks, cables, etc., and possible structures and obstacles located in the vicinity either on the ground or in the air, taking account of the vertical, longitudinal and lateral movement of the cables and vehicles or of the towing devices under the most adverse foreseeable operating conditions.

- 4.4.2. The maximum distance between vehicles and ground shall take account of the nature of the Project, the type of vehicles and the rescue procedures. In the case of open cars, it shall also take account of the risk of fall as well as the psychological aspects associated with the distance between vehicles and ground.

- 4.4.3. The maximum speed of the vehicles or towing devices, the minimum distance between the two and their acceleration and braking performance shall be decided in a way to ensure the safety of Users and safe operation of the Project.

4.5. Cables and their supports

- 4.5.1. All measures shall be taken in line with the latest technological developments:

- (a) to avoid cables or their attachments breaking;
- (b) to cover their minimum and maximum stress values;
- (c) to ensure that they are safely mounted on their supports and prevent derailment; and
- (d) to enable them to be monitored.

- 4.5.2. Measures to be taken to ensure that cables can be retrieved in case of any cable derailment and that the Project can be shut down without any risks to any persons in the event of such derailment.

4.6. Mechanical installations

4.6.1. Drives

The drive system of the Project shall be of a suitable performance and capability, adapted to the various operating systems and modes.

4.6.2. Standby drive

The Project shall have a standby drive with an energy supply which is independent of that of the main drive system.

4.6.3. Braking

- 4.6.3.1. In an Emergency it shall be possible to shut down the Project and/or the vehicles at any moment, under the most unfavourable conditions in terms of authorised load and pulley adhesion during operation. The stopping distance shall be as short as the security of the Project dictates.

4.6.3.2. Deceleration values shall be within adequate limits fixed in such a way as to ensure both the safety of the Users and the satisfactory functioning of the vehicles, cables and other parts of the Project.

4.6.3.3. In all, Project there shall be 2 (two) or more braking systems, each capable of bringing the it to a halt, and coordinated in such a way that they automatically replace the active system when its efficiency becomes inadequate. The Project's last braking system shall act as close as possible to the traction cable.

The Project shall be fitted with an effective clamp and locking mechanism to guard against premature restarts.

4.7. Control devices

The control devices shall be designed and constructed in a way that they are safe and reliable, and able to withstand normal operating stresses and external factors such as humidity, extreme temperatures or electromagnetic interference.

4.8. Communication devices

The Concessionaire to ensure that the operational staff is provided with equipment to communicate with one another and the Users in case of an Emergency

4.9. Vehicles and Towing devices

4.9.1. The fittings of vehicles and towing devices shall be dimensioned and constructed so as not to:

- a) damage the cable, or
- b) slip, except where slippage does not significantly affect the safety of the vehicle, the towing device or the installation, under the most unfavorable conditions.

4.9.2. Vehicle doors (on cars, carriers) shall be designed and constructed in such a way as to make it possible to close and lock them. The vehicle floor and walls shall be designed and constructed so as to withstand pressure and loads exerted by Users and operating staff under any circumstances.

4.9.3. The vehicle shall be fitted with the suitable equipment if, for reasons of operational safety, an operator is required on board.

4.9.4. Vehicles and/or towing devices and, in particular, their suspension mechanisms shall be designed and fitted so as to ensure the safety of personnel servicing them in accordance with appropriate rules and instructions.

4.9.5. In the case of vehicles equipped with disconnectable fittings, all measures shall be taken to bring to a halt, without risk to Users or operating staff, at the moment of departure, any vehicle whose fitting has been incorrectly connected to the cable and, at the moment of arrival, any vehicle whose fitting has not been disconnected, and to prevent the vehicle from falling.

4.9.6. All ropeway installations shall be equipped with an automatic braking device.

4.9.7. Where all risk of derailment of the vehicle cannot be eliminated by other measures, the vehicle shall be fitted with an anti-derailment device which enables the vehicle to be brought to a halt without risk to persons.

- 4.9.8. Vehicles and/or towing devices shall be designed and fitted out in such a way that under foreseeable operating conditions no passenger or operation personnel can fall out or encounter any other risks i.e., getting stuck in doors, etc.

5. Safety measures during Operation Period

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

This shall be approved by the Safety Consultant after an inspection and shall form part of the Safety Manual.

- 5.1. The Safety Consultant shall establish a Ropeway Safety Management Unit (the “RSMU”) to be functional on and after COD and designate one of its officers to be in-charge of the RSMU. Such officer shall have specialist knowledge and training in ropeway system safety by having attended a course conducted by a reputed organisation on the subject.
- 5.2. The Safety Consultant shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Development, Operation & Maintenance of Ropeway at Bhadrakali Lake, Warangal on DBFOT mode. In addition, the Safety Consultant shall also collect data for all cases of accidents not recorded by the Police. The information so collected shall be summarised in the form prescribed by the Authority for this purpose. The Safety Consultant shall also record the exact location of each accident on a route map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter.
- 5.3. The Safety Consultant shall submit to the Authority before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Safety Consultant pursuant to the provisions of Paragraph 6.1 of this Schedule-M for averting or minimising such accidents in future.
- 5.4. Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyse the annual report and accident data of the preceding year and undertake an inspection of the Project. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made in the Project. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-M.
- 5.5. The Safety Manual and the corresponding notes shall be drawn up in a vernacular language of a Member State or any language which can be easily understood by Users, as determined by the Member State in the territory of which the Project is constructed and installed.
- 5.6. The workspace for the construction and operation of the Project shall be designed in such a way so as to prevent trained personnel from any accidents by way of falling. The Safety Consultant shall provide its appointed personnel with adequate protective gear to prevent workplace accidents.
- 5.7. Safety in the event of immobilization of the ropeway installation: all technical provisions and measures shall be adopted to ensure that passengers and operating personnel can be brought to safety within a set time appropriate to the type of ropeway installation and its surrounding is immobilized and cannot be restarted quickly.

- 5.8. Operators' stands and workplaces: Movable part which are normally accessible in the Stations shall be designed, constructed and installed in such a way as to preclude any risks or, where such risks exist, be fitted with protective devices so as to prevent any contact with parts of the ropeway installation which may cause accidents. Those devices shall be of a type that cannot easily be removed or rendered inoperative.

6. Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met by the Concessionaire.

7. Dimensions

The ropeway installation, the subsystems and all its safety components shall be dimensioned, designed and constructed to withstand, with a sufficient degree of safety, all stresses encountered under all foreseeable conditions, including those which occur when not in operation, and taking account in particular of outside influences, dynamic effects and fatigue phenomena, while complying with the acknowledged rules of design, in particular with regard to the choice of materials.

8. Assembly

- 8.1. The ropeway installation, the subsystems and all the safety components shall be designed and constructed in such a way as to ensure that they can be safely assembled and put into place.
- 8.2. The safety components shall be designed as to make assembly mistakes impossible either as a result of construction or by means of appropriate markings on the components themselves.

9. Integrity of the Ropeway Installation

- 9.1. The safety components shall be designed and constructed and be useable in such a way as to ensure that, in every case, their own operational integrity and/or the safety of the ropeway installation is ensured, so that their failure is avoidable and with an acceptable safety margin.
- 9.2. Safety analysis and Safety Report for Planned Ropeway Installations.
- 9.2.1. The bidder responsible for the ropeway installation, shall carry out a safety analysis of the planned ropeway installation or have such a safety analysis carried out.
- 9.2.2. The safety analysis required for each ropeway installation shall:
- (a) take into account all modes of operation envisaged;
 - (b) follow a recognized or established method;
 - (c) take into account the design parameters and the complexity if the ropeway installation in question;
 - (d) ensure that the design and configuration of the ropeway installation takes account of the local surroundings and the most adverse situations in order to ensure satisfactory safety

conditions;

- (e) cover all safety aspects of the ropeway installation and its external factor sin the context of the design, construction and entry into service;
- (f) make it possible to identify from past experience risks liable to occur during the operation of the ropeway installation.

9.2.3. The safety analysis shall also cover the safety devices and their effects on the ropeway installation and related subsystems that they bring into action so that the safety devices:

are capable of reacting to an initial breakdown or failure detected so as to remain either in a state that guarantees safety, in a lower operation mode or in a fail-safe state;

- (a) are redundant and are monitored; or
- (b) are such that the probability of their failure can be evaluated, and their effects are of a standard equivalent to that achieved by safety devices that meet the criteria set out in points (a) and (b).

9.2.4. The safety analysis shall be used to draw up the inventory of risks and dangerous situations, to recommend the measure envisaged to deal with such risks and to determine the list of subsystems and safety components to be incorporated into the ropeway installation.

9.2.5. The result of the safety analysis shall be included in a safety report.

9.3. The safeguards referred to in Clause 17.3 2. Shall apply throughout the period between two scheduled inspections of the competent concerned. The time period for the scheduled inspection of the safety components shall be clearly indicated in the instruction manual.

9.4. Safety components which are incorporated as spare parts shall satisfy the essential safety requirements and the conditions relating to the smooth interaction with the other parts of the ropeway installations.

9.5. Measures shall be taken to ensure that the effects of a fire in the ropeway installation do not endanger the safety of persons.

9.6. Special measures shall be taken to protects ropeway installations and persons from the effects of lightning.

10. Safety Devices

10.1. Any defect in the ropeway installation which could result in a failure endangering safety shall, where practicable, be detected, reported and processed by a safety device. The same applies to any normally foreseeable external event which may endanger safety.

10.2. It shall be possible at all times to shut down the ropeway installation manually.

10.3. After the ropeway installation has been shut down by a safety device, it shall not be possible to restart it unless appropriate action has been taken.

11. Maintainability

The ropeway installation shall be designed and constructed for routine or special maintenance and repair operations and procedures to be carried out safely.

12. Equipment for passengers and operating personnel

- 12.1. The access to embarkation areas and exit and disembarkation areas and the embarkation and disembarkation of passengers and operating personnel shall be organized with regard to the movement and stopping of vehicles in such a way as to ensure the safety of passengers and operating personnel, in particular in areas where there is a risk of falling.
- 12.2. It must be possible for children and persons with reduced mobility to use the ropeway installation safely if the ropeway installation is designed for the transport of such persons.

Annex - I
(Schedule-M)

Safety Guidelines

1. Safe movement

- 1.1. In the design, construction and operation of Stations and ropeway system, particular care shall be taken to ensure safety of Users in entry and exit; while waiting, boarding or alighting; and in moving systems in case of any immobilization. This shall include facilities for safe and efficient evacuation in case of Emergency. In particular, ropeways shall be designed and tested for safe movement.

2. System integrity

- 2.1 In the design of power supply, ropeway, circuits and equipments, particular care shall be taken to minimize the likely incidence of failure.
- 2.2 All noxious gases, noise emissions and vibrations fall within the prescribed limit set by the Member State in whose territory the ropeway system is installed and should be in accordance with Applicable Law.

3. Safety management

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

4. Safety equipment

- 4.1 The following equipment shall be provided at every Station:
- a. Fire extinguishers and fire alarms at the appropriate locations on the platforms;
 - b. Two fire extinguishers in the station office;
 - c. Two stretchers and two standard first aid boxes; and
 - d. Such other equipment as may be required in conformity with Good Industry Practice.
- 4.2 Any defect in the ropeway installation which could result in a failure endangering safety shall, where practicable, be detected, reported and processed by a safety device.
- 4.3 The ropeway installation shall be designed in a way to ensure that it can be shut down manually

5. Emergency

- 5.1 A set of emergency procedures shall be formulated to deal with different Emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a manual for management of disasters (the “**Disaster Management Manual**”) to be prepared and published by the

Concessionaire prior to COD. The Disaster Management Manual shall form part of the Safety Manual. The Concessionaire shall provide 5 (five) copies each of the Disaster Management Manual to the Authority and the independent expert no later than 30 (thirty) days prior to COD.

6. Fire safety

- 6.1 The Concessionaire shall adopt provisions in a combination of the National Fire Protection Association (NFPA) 130 standard & Fire Safety Recommendations for Passenger Ropeway Systems.
- 6.2 To prevent fire in the passenger areas, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.
- 6.3 Emergency exit should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the Station in case of Emergency.
- 6.4 Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. In complying with the provisions of this Clause 6.4, the possibility of poor visibility due to smoke shall be duly taken into account. All notices and signages shall be uniform and standardized.
- 6.5 Provisions regarding fire safety as laid down in this Clause 6 shall form part of the Safety Manual.

7. User safety and information system:

- 7.1 The Independent Engineer / Safety Consultant shall provide the RSMU with the facilities required for supervising passenger areas and carriers, and shall provide visual information to Users, both onboard and on the Stations. The Independent Engineer / Safety Consultant shall also provide one way communication to Users at the Stations through a Public Announcement (PA) system. The User call points should be located on all platforms at convenient locations to allow Users to contact the RSMU in emergencies.
- 7.2 The User information system shall comprise dynamic visual displays and loudspeakers.

SCHEDULE – N*(See Clause 39.4)***VESTING CERTIFICATE**

Kakatiya Urban Development Authority (KUDA), Government of Telangana (the “**Authority**”) refers to the Concession Agreement dated (the “**Agreement**”) entered into between the Authority and

.....(the “**Concessionaire**”) for Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode for a period of 30 years on design, build, finance, operate and transfer (the “**DBFOT**”) basis.

The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 39.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any Encumbrances, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this day of, 20... .. at Telangana.

AGREED, ACCEPTED AND SIGNED

For and on behalf of
CONCESSIONAIRE by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

SCHEDULE – O

(See Clause 23.3.1)

TRAFFIC SAMPLING

1. Traffic sampling

The Authority may, in its discretion and at its own cost, undertake traffic sampling, pursuant to Clause 23.3, in order to determine the actual traffic on the Project. In particular, the Authority may undertake traffic sampling for determining PHPDT. Such traffic sampling shall be undertaken through the Independent Engineer in the manner set forth below or in such manner as the Parties hereto may agree upon.

2. Manual traffic count

The Independent Engineer shall employ the required number of enumerators who shall count, classify and record all the Users as they pass by, and divide the survey into fixed time periods. The count stations shall be located near the Fee collection gates at all stations of the Project. The survey shall be conducted continuously for a minimum of 24 (twenty four) hours and maximum of 7 (seven) days at a time. Special surveys may also be undertaken for determining the PHPDT and such surveys may be carried out for upto 4 (four) Peak Hours in a day for a continuous period of 7 (seven) days. The count period shall be 15 (fifteen) minutes with results summarised hourly. All surveys shall be conducted substantially in the manner specified in this Schedule – O or in such manner as the Parties may agree upon.

3. Automatic traffic count

For automatic traffic count to be conducted on intermittent (non-continuous) basis, the Independent Engineer shall use suitable and standardised equipment to classify and record the Users passing through the Fee collection gates and the gates. For this purpose, the counter shall be checked with at least [1,000 (one thousand)] Users to ensure that Users are being counted and classified correctly.

4. Variation between manual and automatic count

Average Daily Traffic (ADT) shall be determined separately by the aforesaid two methods and in the event that the number of Users, as counted by the manual method, varies by more than 1% (one per cent) of the number of such Users as counted by the automatic method, the manual and automatic count shall be repeated, and in the event of any discrepancy between the two counts in the second enumeration, the average thereof shall be deemed to be the actual traffic. For the avoidance of doubt, it is expressly agreed that the Authority may, in consultation with the Concessionaire, adopt modified or alternative processes of traffic sampling for improving the reliability of such sampling.

SCHEDULE – P

(See Clause 41.3)

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the day of 20....

AMONGST

- 1 Kakatiya Urban Development Authority (KUDA), Government of Telangana having its principal offices at H. No. 6-1-240, KUDA Road, Hanumakonda, Warangal – 506001 (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
- 2 LIMITED, a company incorporated under the provisions of the Companies Act, 1956 or Companies Act, 2013, as the case may be and having its registered office at , (hereinafter referred to as the “**Concessionaire**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
- 3name and particulars of Lenders’ Representative and having its registered office at , acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “**Lenders’ Representative**”, which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated with the Concessionaire (the “Concession Agreement”) for Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode (design, build, finance, operate and transfer), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
- (D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“Financial Default” means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1; and

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 INTERPRETATION

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ASSIGNMENT

2.1. Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders’ Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONCESSIONAIRE

3.1. Rights of substitution

Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

- 3.1.1. The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively.

3.2. Substitution upon occurrence of Financial Default

Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the “**Notice of Financial Default**”) along with particulars thereof and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

- 3.2.1. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 40 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3. Substitution upon occurrence of Concessionaire Default

- 3.3.1. Upon occurrence of a Concessionaire Default, the Authority shall, by a notice, inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to

undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4. Procedure for substitution

The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any Material Adverse Effect on the Project, it may waive all or any of such eligibility criteria.

Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.5. Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders'

Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1. Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5. TERMINATION OF CONCESSION AGREEMENT

5.1. Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 41 of the Concession Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3. Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1. Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders,

under the Financing Agreements.

7. INDEMNITY

7.1. General indemnity

- 7.1.1. The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 7.1.2. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- 7.1.3. The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 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 shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to 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 shall bear all costs involved in contesting the same. 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.

8. DISPUTE RESOLUTION

8.1. Dispute resolution

Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

The Arbitrators shall issue a reasoned award and such award shall be final and binding on the

Parties. The venue of arbitration shall be Hyderabad and the language of arbitration shall be English.

9. MISCELLANEOUS PROVISIONS

9.1. Governing law and jurisdiction

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

9.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

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

9.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5. Waiver

9.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

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

9.5.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder

nor time or other indulgence granted by a Party to 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.

9.6. No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7. Survival

9.7.1 Termination of this Agreement:

shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(A) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9. Successors and assigns

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

9.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after

5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed

and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12. Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13. Original Document

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

[Signature page follows]

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

THE COMMON SEAL OF
CONCESSIONAIRE has been affixed
pursuant to the resolution passed by the Board
of Directors of the Concessionaire at its
meeting held on the day of 20.....
hereunto affixed in the presence of,
Director, who has signed these presents in
token thereof and, Company Secretary
/ Authorised Officer who has countersigned the
same in token thereof [§]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)
(e-mail address)

In the presence of:

1.

2.

[§] To be affixed in accordance with the articles of association of the Concessionaire.

SCHEDULE – Q

(See Clause 28.1.1)

FEE NOTIFICATION

Deleted

SCHEDULE – R*(See Clause 19.5)***MONTHLY FEE STATEMENT²²****Ropeway System:****Month:**

For corresponding month of previous year		For preceding month		For the month reported upon		
No. of Users (2)	Fee collected (in lakh Rs.) (3)	No. of Users (4)	Fee collected (in lakh Rs.) (5)	Fee per User (in Rs.) (6)	No. of Users (7)	Fee collected (in lakh Rs.) (8)

Note 1: Monthly Fee Statements for Monthly Passes and Daily Passes have been prepared separately in the above format and are enclosed.

Remarks, if any:

²² **HSA Note:** Authority to confirm if weekly and daily reports are to be included to the schedule.

SCHEDULE – S

(See Clause 32.1.2)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the day of
20.....

AMONGST

1 Limited, a company incorporated under the provisions of the

Companies Act, 1956/ Companies Act, 2013 and having its registered office at
.....(hereinafter referred to as the “**Concessionaire**” which expression
shall, unless repugnant to the context or meaning thereof, include its successors, permitted
assigns and substitutes);

2 (name and particulars of Lenders’ Representative) and having

its registered office at acting for and on behalf of the Senior
Lenders as their duly authorised agent with regard to matters arising out of or in relation
to this Agreement (hereinafter referred to as the “**Lenders’ Representative**” which
expression shall, unless repugnant to the context or meaning thereof, include its successors
and substitutes);

3 (name and particulars of the Escrow Bank) and having its registered

office at (hereinafter referred to as the “**Escrow Bank**” which
expression shall, unless repugnant to the context or meaning thereof, include its successors
and substitutes); and

4 The Governor of Telangana, represented by Managing Director, Kakatiya Urban Development
Authority (KUDA) having its principal offices at H.No. 6-1-240, KUDA Road, Hanumakonda,
Warangal – 506001 (hereinafter referred to as the “**Authority**” which expression shall, unless
repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated with the
Concessionaire (the “**Concession Agreement**”) for “**Development, Operation &
Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal
on DBFOT mode**” in the State on design, build, finance, operate and transfer basis, and
a copy of which is annexed hereto and marked as Annex-A to form part of this
Agreement.

- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

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

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

“Agreement” means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

“Concession Agreement” means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders’ Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

“Escrow Account” means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

“Escrow Default” shall have the meaning ascribed thereto in Clause 6.1;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually;

“Payment Date” means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

“Sub-Accounts” means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 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 Payment Date(s).

1.2. Interpretation

- 1.2.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.3. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.4. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. ESCROW ACCOUNT

2.1. Escrow Bank to act as trustee

- 2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises 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 hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2. The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment and operation of Escrow Account

- 2.3.1. Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the **** (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this

Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

- 2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, 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 Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. Escrow Bank's fee

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 Concessionaire. 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 Clause 4.1.

2.5. Rights of the parties

The rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6. Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

- 3.1.1. The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:
- (a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;
 - (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
 - (c) all Fee levied and collected by the Concessionaire;
 - (d) any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Development, Operation & Maintenance of Ropeway at Bhadrakali Lake, Warangal District on DBFOT mode; and
 - (e) all proceeds received pursuant to any insurance claims.
- 3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) Grant and any other monies disbursed by the Authority to the Concessionaire;
- (b) all Fee collected by the Authority in exercise of its rights under the Concession Agreement; and
- (c) Termination Payments;

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3. Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the 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 Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

- 4.1.1. At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire 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):
- (a) all taxes due and payable by the Concessionaire for and in respect of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode;
 - (b) all payments relating to construction of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
 - (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
 - (d) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank

that it had incurred such expenses in accordance with the provisions of the Concession Agreement and that the amounts claimed are due to it from the Concessionaire;

- (e) Concession Fee due and payable to the Authority;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- {(g) Annual Concession Fee due and payable to the Authority;}
- (h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement;
- (i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (j) any reserve requirements set forth in the Financing Agreements; and

balance, if any, in accordance with the instructions of the Concessionaire.

- 4.1.2. No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (c) outstanding Concession Fee;
- (d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including {Premium,} and any claims in connection with or arising out of Termination;
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 43 of the Concession Agreement;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under the Concession Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire;

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3. Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, 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 exhaustion thereof.

4.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5. Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 40 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5. OBLIGATIONS OF THE ESCROW BANK

5.1. Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this 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 balances

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 the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances 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 Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (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 the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative 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 Account. 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 Account 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 Account. 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.

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account 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 Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this 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 Concessionaire commits or causes any other breach of the provisions of this 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 consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3. Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, 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 Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1. Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. INDEMNITY

9.1. General indemnity

- 9.1.1. The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable

Permits.

- 9.1.2. The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession 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

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 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 shall not settle or pay the claim 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 shall bear all costs involved in contesting the same. 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.

10. DISPUTE RESOLUTION

10.1. Dispute resolution

- 10.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to 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. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”) or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 10.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be [***] and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the

laws of India, and the Courts at *** shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

- (b) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5. Waiver

11.5.1. Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

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

11.5.2. Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by 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.

11.6. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7. Survival

11.7.1. Termination of this 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 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.

All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9. Successors and assigns

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

11.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12. Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13. Original Document

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

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

THE COMMON SEAL OF
CONCESSIONAIRE has been affixed pursuant to
the resolution passed by the Board of Directors of
the Concessionaire at its meeting held on the
..... day of 20..... hereunto affixed in the
presence of, Director, who has signed
these presents in token thereof and,
Company Secretary / Authorised Officer who has
countersigned the same in token thereof in the
presence of^{\$}:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND
DELIVERED
For and on behalf of
ESCROW BANK by:

SIGNED, SEALED AND
DELIVERED
For and on behalf of
THE GOVERNMENT OF *** by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail
address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.

^{\$} To be affixed in accordance with the articles of association of the Concessionaire.

SCHEDULE – T

(See Clause 34.2.1)

PANEL OF CHARTERED ACCOUNTANTS

1. Panel of Chartered Accountants

Pursuant to the provisions of Clause 34.2.1 of the Agreement, the Authority and the Concessionaire shall prepare a mutually agreed panel of 10 (ten) reputable firms of Chartered Accountants having their registered offices in India (the “**Panel of Chartered Accountants**”). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule- T

2. Invitation for empanelment

2.1. The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

- (a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956 or Companies Act 2013, as the case may be, of which at least ten should have been public sector undertakings;
- (b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;
- (c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and
- (d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2. Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rs. twenty-five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3. Evaluation and selection

3.1. The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2. The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 10 (ten) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4. Consultation with the Concessionaire

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records

of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5. Mutually agreed panel

- 5.1. The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 10 (ten) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2. After completion of every five years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule-T.

SCHEDULE- U

(See Clause 22.8)

PASSENGER CHARTER

Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadarakali Lake, Warangal on DBFOT mode for a period of 30 years

At your service

Our Passenger Charter explains our commitments to you and sets out the targets that these are based upon. It is not legally binding and does not affect your legal rights, which are set under the Applicable Law. Copies of the conditions can be obtained from all staffed Stations or from our customer service center. They can also be viewed online at [www \[please mention the website\]](#)

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1. Introduction

We want to give our passengers excellent service!

This is a bold statement, but its intention is to focus the mind of every employee of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode, on what is important - our passengers. We aim to provide you with:

- i. Safe, clean, reliable services
- ii. Clean and safe Stations
- iii. Reliable, timely and easy to understand information
- iv. Polite, friendly and helpful staff

Inevitably, there will be times when problems occur, and we are not able to achieve the standards we aim for. Our charter explains what we will do for you when this happens.

2. Our Standards for Ropeway Service Performance

We will continue to work hard at improving our performance to provide you with a consistently reliable service.

2.1. Peak Hour Operation

The Concessionaire will define the peak hours based on the RFP specifications and ridership. Typically, [0600 and 1000] hours inclusive, or between [1700 and 2100] inclusive, Monday to Friday only are peak hours. The aforesaid time definition may be modified from time to time depending on average daily traffic volumes during these hours. The peak hour operation will be suitably dealt by increasing or decreasing the maximum speed limit of the ropeway system.

2.2. Reliability

Our target is 99% (Ninety-nine) percent availability of the transport system for all the 7 (seven) days of the week. You can view our performance results for the previous four weeks and 12 (twelve) months on ‘Track Record’ posters displayed at every Station of the Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode. The results are also available for inspection on request, at all our Stations and are published in our season ticket (discounted fee) section.

The method of monitoring our performance is independently audited annually. We do not include disruption caused by matters out of the ropeway industry’s control, such as trespass, vandalism and terrorism.

3. Information and Planning the Usage of the Ropeway

We will provide you with accurate information about the ropeway services, fees and facilities to help you plan your journey. You can obtain this information in a number of ways.

..... Ropeway Enquiries - telephone (24 hours)

..... Ropeway Enquiries on the fees applicable for the system

Calls are charged at a local rate and may be monitored.

You can also obtain online information about train times and up-to-the- minute train-running information by visiting www.

Customer Service Centre – Tel:

In addition to the ropeway enquiries, customer service centre also provides information on the ropeway service. The customer service centre is open 24 hours a day except on national holidays. Calls are charged at a local rate and may be monitored.

3.1. At Stations

Staff in our ticket offices and travel centres can provide you with information to help you plan your journey. We will display up-to-date timetable posters at all Stations. These will include the locations serviced by the ropeway and connecting transport systems available at each ropeway Station locations to plan your journey ahead.

3.2. Engineering work -Planned engineering work

From time to time,.....Project has to carry out planned engineering and improvement work to maintain the system. This can cause alterations to our services, especially on weekends and public holidays.

The maintenance work on ropeway systems is done during shutdown hours which means that system functions at peak performance during the operation hours. However, in case of any specific instances when planned engineering work time extends beyond the shutdown time viz affecting operations during service time, advance information along with notification will be posted on the display system and website.

Information on services will also be available from:

Ropeway Enquiries
Customer Service Centre

Under best effort circumstances, we will try to post information well in advance for you to plan your trips.

3.3. Help and advice during your journey

Our customer service helpline is available during operation hours and equipped to handle all enquiries.

4. Passengers who Require Assistance

We are committed to meeting the travelling needs of our disabled passengers. We recognize that many of our passengers may have special needs which require us to adjust the way we provide our service. The ropeway Station is equipped to handle requirements of all riders and the ropeway system, carriers are designed to accommodate wheel chairs, baby prams, prosthetics etc. The design facilitates seamless travel from start to finish.

4.1. Advance information and assistance for disabled passengers

We advise passengers who would like assistance to contact our customer service centre in advance.

Telephone (24 hours):

Fax:

Textphone:

Ropeway Enquiries textphone:

4.2. Car Parking

Every Station that has a tarmac or concrete surfaced car park for customers has designated parking spaces [for either blue or orange badge holders].

4.3. On-Board Information

We are committed to providing information to provide a safe and pleasurable ride in a variety of ways so that it can be accessed by as wide a group of passengers as possible.

Carriers are equipped with public address systems to provide audible announcements to hearing passengers and equipped with a passenger information system that uses visual displays to enable hearing-impaired passengers to access information.

We recognize that good announcements are essential to visually impaired passengers, so

our employees are trained to speak clearly.

4.4. Disability awareness training

All our frontline staff and managers receive training in disability awareness.

Further Information

..... Project Disabled Persons' Protection Policy (DPPP) sets out our full arrangements for passengers with disabilities. It can be supplied in a range of formats (large print, braille and audio), available from our customer service centre.

We have also produced a leaflet containing useful information, called 'Our Service for Passengers with Impairments'. It is available at staffed Stations and from our customer service centre.

5. Buying a ticket

We will sell you the most appropriate ticket for your journey. To purchase a ticket, visit any of our staffed Stations or telephone our customer service centre.

5.1. At Stations

- Our ticket office opening hours are displayed at every staffed Station. They are also available from our website or by telephoning our customer service centre.
- You can pay by cash or major credit and debit cards.
- Many Stations also have self-service ticket machines, which sell a range of tickets to main destinations.

We will try to ensure that you do not need to queue for more than five minutes at busy times and no more than three minutes during less busy times. Details of busy times are displayed at each staffed Station.

At major Stations, our travel centres enable you to buy tickets, get travel information and also purchase other travel services.

Tickets can also be purchased from our authorised travel agents.

5.2. By Telephone

Season tickets can also be purchased over the telephone by calling our customer service centre. We accept most major credit and debit cards. Please allow at least five working days for delivery of your tickets.

5.3. Tickets online

You can also buy your season ropeway tickets (Discounted Fee) online.

5.4. Penalty fees

..... Project has a duty to its fee-paying passengers to ensure that no-one travels for free.

To help us achieve this, we operate a penalty fees scheme across our network. If you travel without a valid ticket you may be liable to a penalty fee of [Rs.200 or three times of the single fee (whichever is the greater)].

6. Your journey

Getting a seat

We operate a ‘walk-on’ service, which means you can board the next arriving carrier provided you have a valid ticket. The seat is guaranteed as the ropeway carrier is designed not to allow more people to board than its capacity. In Aerial Tramway (ATW), Cable Liners (Automated People Movers) are designed to allow sitting and standing passengers.

6.1. Security

We work very closely with the local authorities to improve security at our Stations and car parks.

We aim to reduce levels of crime, trespass and vandalism and we are investing to achieve this. Initiatives include:

- Teams of Travel Safe Officers, trained and co-ordinated by the Police
- Installation of CCTV at Stations
- Installation of CCTV in the carriers
- Lighting at Stations and car parks
- Help points at our Stations
- Security guards at key locations.

More information can be found in the safety and security section of our website.

6.2. Cycles

We welcome the opportunity to integrate ropeway and cycle travel by providing cycle parking at most of our Stations.

Cycles are also welcome on our services, except during peak hours.

Our guards do have the right to refuse a cycle if there is insufficient space available or where the cycles cannot be accommodated safely.

Our cycle policy is published in our timetable book and shows those services where cycles are not permitted. Information can be found at staffed Stations and from our customer service centre, and in our travel information section.

6.3. Smoking

Smoking is not permitted anywhere on the area allotted for Development, Operation & Maintenance of Ropeway and Glass Bridge Skywalk at Bhadrakali Lake, Warangal on DBFOT mode.

6.4. Lost Property

Our lost property office at is open from 0730 -1900 Monday to Friday. Telephone the office on All property found on our services and at our Stations is forwarded to our lost property office.

To make an enquiry, complete our lost property online form.

6.5. Service Disruption

Unfortunately, things do sometimes go wrong, causing disruption that cannot always be

foreseen or avoided. In case emergency maintenance is required, we will host the information on relevant media to ensure that the riders of the ropeway are informed well in advance to avoid any inconvenience.

Other causes of disruption include:

- Emergency engineering work
- Trespass and vandalism
- Security alerts.

Under such circumstances we may have to make changes to our services without giving prior warning to protect your safety and that of our staff. We will always try to minimise disruption, keep you informed and provide or recommend alternative means of travel.

If a problem does occur mid-way in the ropeway journey, we will ensure that you reach the nearest Station with minimum inconvenience.

All our carriers are fitted with public address systems are equipped to provide all information on real time basis and most of our staff are linked by telephone systems. We aim to let you know what is happening.

7. Claims for delays or cancellations

7.1. Season Tickets Valid for one month or longer ‘Void’ day refunds

As a holder of a season ticket valid for one month or longer, we may provide you with the appropriate refund for exceptional days when there has been widespread serious, extended disruption. This is known as a ‘void’ day. In these cases, the period of disruption will be excluded from our performance statistics.

When we have declared a ‘void’ day we will tell you through ‘Track Record’ posters displayed at key Stations.

When you renew your season ticket you will be advised by staff at your local ticket office to apply for ‘void’ day refunds if they have been declared. You will be given a ‘void’ day refund application form, which you can complete and submit along with your expired season ticket.

7.2. Availability and Reliability discounts for Season Tickets (Discounted Fee)

We have certain performance standards for reliability. If we fail to meet these standards, we will offer you a discount from the cost of your season ticket renewal. Discounts will be paid automatically at the time of renewal.

Delays and cancellations that are caused by incidents beyond the control of the ropeway industry are excluded from our performance results. Incidents that are beyond our control include security alerts, vandalism and trespass. We will display the number of trains affected on posters at key Stations and also on our website.

5% discount

We will offer you a 5% discount if, on average, over the previous 12 months if there is

deficient service as per the performance parameters (system availability of 99%) has been more than 10% below the standard or reliability has been more than 5% below the standard.

10% discount

We will offer you a 10% discount if performance parameters for system availability are below these discount threshold levels.

To obtain your discount, you must renew your season ticket within four weeks of the previous ticket's expiry.

Other tickets and weekly seasons

We will treat all claims on their merits and give consideration to any problems you encounter. However, for your guidance, you can expect us to offer the following:

Please send us your travel tickets to support your claim. This will also help to speed up your claim. Completed claims should be sent to our customer service centre.

8. Listening to your views

We carry out and analyse passenger survey research to provide information about what you think of different aspects of our service.

We hold regular 'Meet the Manager' events, which enable you to speak directly to managers to put your views to them or ask them questions. Details of Meet the Manager events will be advertised on Station posters, in our passenger magazine e-motion, through our customer service centre and also online.

We will listen to your views and communicate through correspondence and by telephone. We have a specially trained customer service centre team able to respond to you and we also liaise with passenger representative bodies and user groups that exist to protect your interests.

Making a comment or complaint

We welcome your comments, suggestions, complaints and praise about any aspect of our service. We also welcome comments about our charter. Senior managers monitor the number and type of complaints and comments that you make. They are also responsible for delivering continuous improvement to customer service. Your feedback can therefore help us to achieve this. If you are commenting on a journey, please remember to include your ropeway tickets and any other details, as this will help us to provide you with a swift response.

Further information:

We have a full Customer Comments and Complaints Handling Procedure (CCCHP). copies which can be obtained from our customer service centre or from our website [www.....](#)

Contacting our Customer Service Centre

Please visit 'Contact Us' section for details.

Our promised response times

If you write to us, you should hear from us within five working days of us receiving your communication.

However, it may take longer to provide a full reply (e.g. if an investigation is required) and if this happens, we will send you an acknowledgement within five working days and reply within twenty working days.

If a full reply cannot be made within twenty working days, we will contact you again to update you.

If you are unhappy with our reply

We will work hard to deal with your concerns to your satisfaction but if you are unhappy with our response, please let us know.

Alternatively, you can approach the consumer courts or other similar for set up under Applicable Laws.

SCHEDULE –V

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SCHEDULE –Y

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