

Definitions

“Agreement” means this Agreement, its recitals, schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

“Applicable Law” means all laws, brought into force and effect by Government of India or the Government of Andhra Pradesh including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by xxx under Applicable Laws.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Community Toilets” are the shared facilities provided by and for a group of residents or an entire settlement. Community toilet blocks are used primarily in low-income and/or informal settlements / slums, where space and/or land are constraints in providing a household toilet. These are for a more or less a fixed user group (Swachha Bharat Mission Guidelines).

“Clustering” is the process of aggregating toilets into groups such that each group has unique features. Clustering exercise is undertaken to derive the advantages of unique advantages of clusters to achieve objective of this assignment.

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

"Expiry" means expiry of the Rights by efflux of time at the end of ___(____) years from the date of the Agreement.

"Expiry Date" means the date on which Expiry of the Agreement occurs.

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“Government Agency” shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Operator, the Project Assets or any portion thereof, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement.

“Grant” is the amount expected by the operator from MCS as financial support for operating and maintaining the toilet premise to desired performance standards.

“Major repairs” includes (but not limited to) reconstruction / provision of civil works (roof, floor, wall, woodwork), water supply & water storage, plumbing work, electrical items, flooring, internal/external plastering and painting, aspect related to hassle free toilet operations (drainage, storing consumables, ventilation, provisions for placing hand dryers etc.).

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

“Minor repairs” includes (but not limited to) repair works for woodwork related, piping network, flooring, electrical items, water fixtures, other fixtures, partly painting / plastering, minor modifications to help for hassle free toilet operations (drainage, storing consumables, ventilation, provisions for placing hand dryers etc.).

“Operations Commencement Date” or “OCD” means the date on which the Operator commences the operation of the Project Asset.

“Operate & Maintain” shall mean the operation and maintenance of the Project Asset and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Agreement.

“O&M Fee” means the amounts payable by xxx to the Operator for undertaking specific tasks.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities as set forth.

“Parties” means the parties to this Agreement and **“Party”** means either of them, as the context may admit or require.

“Performance Standards” is the standards defined by MCS to the operator for operating and maintaining public toilets under the contract. These standards are recommended in the document.

“Premium” means the amounts payable by the Operator to xxx for undertaking specific tasks.

“Project Asset” shall have the meaning ascribed or defined.

“Project Facilities” means the existing facilities specified for the proposed and the other facilities provided by the Operator in the Project Asset as provided in this Agreement.

“Public Toilets” are toilets which are provided for the floating population/ general public in places such as markets, train stations, tourist places, near office complexes, or other public areas where there are considerable number of people passing by. Public toilets are to be accessible to one and all and well-connected to important areas and pedestrian junctions (Swachha Bharat Mission Guidelines).

“Quarter” or “Quarterly” shall mean a period of 3 months.

“Revenue potential” is the estimated potential revenue from user fees collected for usage of toilets and revenue from advertisements.

“Rights” shall have the meaning ascribed of this Agreement.

“Royalty” is the surplus revenue that the operator is likely to be sharing with MCS during the contract period

“Tax” shall mean and include all taxes, cesses, duties, levies that may be payable by the Operator under the Applicable Laws.

“Termination” means early termination of this Agreement in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.

“User” means a person who uses the Project Asset but does not include the Operator and its employees.

“User Fee” means the maximum amount prescribed by XXX to be collected by the Operator from the Users for the usage of the Project Facilities and as provided in this Agreement.