

SCHEDULE –J  
(See Clause 16.2)

## O&M REQUIREMENTS

### 1 O&M Requirements

- 1.1 The Concessionaire shall, at all times, operate and maintain the Water Supply and Sewerage System 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 operations and maintenance requirements set forth in this Schedule-J (the “O&M Requirements”).
- 1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-J 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 Article 16 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.
- 1.3 The Concessionaire shall be required to meet the Performance Benchmarks set forth in Paragraph 3 of this Schedule-J 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 Article 16 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 O&M Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - J within the time limit set forth therein.

### 3 Performance Benchmarks

The obligations of the Concessionaire in respect of O&M Requirements shall include meeting the Performance Benchmarks specified in Annex - II of this Schedule - J within the time limit set forth therein.

### 4 Other defects and deficiencies

- 4.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-J, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.
- 4.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-J, 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.

**5 Extension of time limit**

Notwithstanding anything to the contrary specified in this Schedule-J, 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. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

**6 Emergency repairs/restoration**

Notwithstanding anything to the contrary contained in this Schedule-J, if any defect, deficiency or deterioration in the Water Supply and Sewerage System poses danger to the life or property of the Users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

**7 Daily Inspection by the Concessionaire**

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Water Supply and Sewerage System 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.

**8 Divestment Requirements**

All defects and deficiencies specified in this Schedule-J shall be repaired and rectified by the Concessionaire so that the Water Supply and Sewerage System conforms to the O&M Requirements on the Transfer Date.

**9 Display of Schedule - J**

The Concessionaire shall display a copy of this Schedule - J at the bill collection centres along with the Complaint Register stipulated in Article 38.

Annex - I  
(Schedule-J)**Repair/Rectification of Defects and Deficiencies**

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-J within the time limit set forth herein.

<b>No.</b>	<b>Defect/Deficiency</b>	<b>Time limit for repair/ rectification</b>
1	Bursts in the transmission mains and-feeder mains of water supply system	6 hrs from occurrence
2	Bursts in the distribution network pipelines	4 hrs from occurrence
3	Billing complaint	3 hrs from registration of complaint
4	Downtime of pumps/ T/w at all pumping stations.	Repair time within one day except for major repairs and replacement which shall be within 7 days and by ensuring that 24*7 water supply is available to the Users from the stand by system and from any other sources

Annex - II  
(Schedule-J)**Performance Benchmarks**

The Concessionaire shall meet the performance benchmarks specified in this Annex-I of Schedule-K within the time limit set forth herein.

Sr. No.	Service Level Benchmark	Existing Status	Benchmark to be achieved	Targeted performance
1	Coverage of Water Supply		100%	2016.  There are 25 wards in SMC which are to be covered upto 2016. The Concessionaire shall be required to complete <ul style="list-style-type: none"> <li>➤ Within 6 months – 01</li> <li>➤ Within 13 months – 01</li> <li>➤ Within 24 months – 10</li> <li>➤ Within 36 months – 13</li> </ul>
2	Coverage of Sewerage Services		100%	2016  There are 25 wards in SMC which are to be covered upto 2016. The Concessionaire shall be required to complete <ul style="list-style-type: none"> <li>➤ Within 6 months – 01</li> <li>➤ Within 13 months – 01</li> <li>➤ Within 24 months – 10</li> <li>➤ Within 36 months – 13</li> </ul>

3	Continuity of Supply		24 hrs	<p>2016</p> <p>There are 25 wards in SMC which are to be covered proportionately under 24*7 water supply upto 2015, as under (and with reference to Clause 12.3.2 of this Agreement):</p> <ul style="list-style-type: none"> <li>➤ Within 6 months – 01</li> <li>➤ Within 13 months – 01</li> <li>➤ Within 24 months – 10</li> <li>➤ Within 36 months - 13</li> </ul>
4	Extent of Metering of Water Connections		100	<p>2016</p> <p>There are 25 wards in SMC which are to be covered proportionately under 24*7 water supply upto 2016 as under (and with reference to Clause 12.3.2 of this Agreement):</p> <ul style="list-style-type: none"> <li>➤ Within 6 months – 01</li> <li>➤ Within 13 months – 01</li> <li>➤ Within 24 months – 10</li> <li>➤ Within 36 months - 13</li> </ul>
5	Extent of Non-revenue water (upto Tap Connection)		20% of total lifted water	<ul style="list-style-type: none"> <li>➤ Within 6 months – 70%</li> <li>➤ Within 13 months –</li> </ul>

				60% ➤ Within 24 months – 40% ➤ Within 36 months – 20%
6	Efficiency in Redressed of Complaints within 24 hrs		100%	Within 36 months
7	Quality of Water		100%	w.e.f Appointed Date