



**Directorate of Urban Transport
Government of Uttar Pradesh**

RFP/01/UTD/2019-2020

REQUEST FOR PROPOSAL

for selection of

OPERATOR/s

for

*Procurement, Operation and Management of
AC Midi Electric Buses for City Bus Services*

in the cities of

Uttar Pradesh

on Gross Cost Contract (GCC) Basis

September 2019

**Directorate of Urban Transport
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010**



Request for Proposal

In order to kick-start green mobility, the Directorate of Urban Transport, Government of Uttar Pradesh is inviting proposals from interested parties for procurement, supply, operation and maintenance of **Electric Buses** and provide Bus Services in the identified Urban Areas of the state along with planning, designing, installation, operation and maintenance of Charging Infrastructure on **Gross Cost Contract Basis** as per the Standards, Specifications and terms provided in the Request for Proposal (RFP) Document.

Interested parties are invited to submit their Proposal in accordance with the terms specified in the RFP. The RFP Document may be downloaded from <https://etender.up.nic.in>.

The Proposal Due Date is
15.00 Hrs; October 25, 2019.

For further information please contact:

Joint Director, Directorate of Urban Transport
Department of Urban Development
Urban Training & Research Centre & Directorate of Local Bodies;
Room No.317, Sector - 7, Gomti Nagar Extension,
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Manoj Panda, Consultant (09871979370)

Join us.....

for taking 700 steps towards a greener environment

**Directorate of Urban Transport
Department of Urban Development
Government of Uttar Pradesh**

RFP Notice No.	RFP/01/UTD/2019-2020	
Project Name	Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis	
Name of the Cities (No. of Electric Buses)	Agra, Kanpur and Lucknow (100 each); Mathura-Vrindavan, Prayagraj, Varanasi, Ghaziabad and Meerut (50 each); Aligarh, Bareilly, Jhansi, Moradabad, Gorakhpur and Shahjahanpur (25 each) – Total 700 Buses	
Nodal Agency	Directorate of Urban Transport, Government of Uttar Pradesh	
Tender Type	On-line (https://etender.up.nic.in)	
Type of Contract	Gross Cost Contract	
Bidding Currency	Indian National Rupees	
Cost of Bid Document	Rs 25,000/- (Rupees Twenty Five Thousand only) + GST as applicable (non-refundable)	
Bid Security	As indicated in the RFP	
Performance Security	As indicated in the RFP	
Schedule of E-Tender	Downloading of RFP Documents	September 03, 2019 onwards https://etender.up.nic.in
	Submission of queries/clarifications	jdutdgoup@gmail.com on or before September 16, 2019 upto 15.00 Hrs.
	Pre-Bid Meeting	September 17, 2019 ; 15.00 Hrs. at Conference Hall, Urban Training & Research Centre & Directorate of Local Bodies, Sector-7, Gomti Nagar Extension, Lucknow: 226 010
	Opening of Technical Bids	October 30, 2019 ; 15.30 Hrs. at Conference Hall, Urban Training & Research Centre & Directorate of Local Bodies, Sector-7, Gomti Nagar Extension, Lucknow: 226 010
	Opening of Financial Bid	To be intimated later only to Eligible and Qualified Bidders
General Terms & Conditions	<p>Download of RFP document: The RFP document is available only in Electronic format (https://etender.up.nic.in) which can be downloaded free of cost by the Bidder.</p> <p>Submission of RFP: Bids must be submitted online only through e-procurement portal of https://etender.up.nic.in using the digital signature of authorised representative of the Bidder.</p>	
Contact Person	Joint Director, Directorate of Urban Transport Department of Urban Development Room No.317, 3 rd Floor, Urban Training & Research Centre & Directorate of Local Bodies; Sector: 07, Gomti Nagar Extension, Lucknow: 226 010 E-mail id: jdutdgoup@gmail.com , Contact No. 094150 49719 Consultant: Manoj Panda, Contact No. 09871979370 Web site: http://uputd.gov.in	
Bid Due Date ¹	October 25, 2019; 15.00 Hrs. IST	

**Director
Directorate of Urban Transport**

¹ Please visit <https://etender.up.nic.in> for further details.

REQUEST FOR PROPOSAL (RFP)

For selection of

OPERATOR/s

for

Procurement, Operation and Management of
AC Midi Electric Buses for City Bus Services

in the cities of

Uttar Pradesh
on Gross Cost Contract (GCC) Basis

PART 1: RFP DOCUMENT **(Instructions to Bidders)**

September 2019

Directorate of Urban Transport
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010

Disclaimer

The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Bidders, whether in documentary or any other form by or on behalf of the Directorate or any of their employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Directorate to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Directorate in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Directorate, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Directorate accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Directorate, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The Directorate also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Directorate may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Directorate is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Directorate reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Directorate or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Directorate shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Glossary

Agreement	As defined in Part: 2 RFP
Authority	As defined in Clause 1.1.6
Bank Guarantee	As defined in Clause 2.22.1
Bid/s	As defined in Disclaimer
Bidder	As defined in Clause 1.1.6
Bidding Documents	As defined in Clause 1.3.3
Bid Due Date	As defined in Clause 1.3.3
Bid Evaluation Committee	As defined in Clause 3.1.3
Bidding Options	As defined in Clause 1.4.6
Bidding Process	As defined in Clause 1.4.3
Bid Security	As defined in Clause 1.4.13
Bus Aggregator	As defined in Clause 2.2.4 (a)
Bus or Contracted Bus	As defined in Clause 1.2.1
Bus Operator	As defined in Clause 2.2.4 (a)
Conditions of Eligibility	As defined in Clause 2.2.1
Consortium	As defined in Clause 2.2.2 (a)
Consortium Member/Member	As defined in Clause 2.2.2 (b)
Contract	As defined in Clause 1.3.1
Conflict of Interest	As defined in Clause 2.2.2 (e)
Demand Incentives	As defined in Clause 1.1.4
Directorate	Directorate of Urban Transport
Eligibility Criteria	As defined in Clause 2.2.4
Eligible Bidder	As defined in Clause 3.4.1
Estimated Project Cost	As defined in Clause 1.1.8
FAME Scheme	Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles
Financial Bid	As defined in Clause 1.4.3
Financial Capacity	As defined in Clause 2.2.4
GoI	Government of India
GoUP	Government of Uttar Pradesh
INR, Rs.	Indian Rupee(s)
Jt. Bidding Agreement	As defined in Clause 2.2.3 (i)
LoA	Letter of Award
Lead Member	As defined in Clause 2.2.3 (c)
L1 or Lowest Bidder	As defined in Clause 1.4.9
Net Worth	As defined in Clause 2.2.4
Operator	As defined in Clause 1.3.1
OEM	As defined in Clause 2.2.4 (a)
O&M Fee	As defined in Clause 1.4.8
PPP	Public-Private-Partnerships
Performance Security	As defined in Clause 5.2.1
Project	As defined in Clause 1.1.5
RFP	As defined in Disclaimer
Scheduled Bank	As specified in RBI Act, 1934
Scope of Services	As defined in Clause 1.2.2
Selected Bidder	As defined in Clause 3.6.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Bid	As defined in Clause 1.4.3
Technical Capacity	As defined in Clause 2.2.4
Tie Bidders	As defined in Clause 3.6.7

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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1 INTRODUCTION

1.1 Background

- 1.1.1 The Directorate of Urban Transport (“**Directorate**”), constituted under the Department of Urban Development, Government of Uttar Pradesh (“**GoUP**”) has been mandated to undertake various urban transport projects in the state. Being the nodal agency, the Directorate is responsible for planning, execution and management of City Bus Services (“**CBS**”) including policy reforms for Sustainable Urban Transport System at both State and City level. The actions seek to promote affordable public transport services, develop related urban transport infrastructure and reduce the use of private vehicles through policy interventions.
- 1.1.2 One of such policy interventions - to promote manufacturing of electric and hybrid vehicle technology and to ensure sustainable growth, Department of Heavy Industry, Government of India (“**GoI**”) is implementing Faster Adoption and Manufacturing of (Hybrid &) Electric Vehicles (“**FAME Scheme**”). The Phase-II of the FAME Scheme proposes to give a push to electric vehicles (EVs) in public transport and seeks to encourage adoption of EVs by way of market creation and demand aggregation. The FAME Scheme envisages the holistic growth of EV industry, including providing for Charging Infrastructure, research and development of EV technologies and push towards greater indigenization.
- 1.1.3 Under Phase-II of FAME Scheme, GoI has sanctioned 5,595 electric buses¹ in 64 cities for intracity and intercity operations, by extending demand incentives for deployment of electric buses using operational cost model to be adopted by State/ City Transport Corporation/ State Transport Undertaking (STU). Each selected city or STUs is now required to initiate the procurement process in a time bound manner for deployment of sanctioned electric buses on operational cost basis. The Contracted Buses that satisfy required localisation level and technical eligibility notified under FAME India Scheme Phase II shall be eligible for funding under FAME India Scheme Phase II.
- 1.1.4 The Bidders are required to appraise themselves with the details of this Scheme and also note all and any subsequent additions, clarifications or notifications as issued from time to time and as applicable to Electric Buses. Bidders are required to quote their rates under this Bid incorporating the demand incentives (“**Demand Incentives**”) available under FAME Scheme. Bidders, while quoting must take into account all provisions of the FAME Scheme, including eligibility conditions, battery and bus specifications, timing and manner of release of Demand Incentives. Bidders should be in a position to comply with all the terms and conditions under the FAME Scheme.
- 1.1.5 As part of this endeavour, the Directorate has decided to invite Bids from interested Bidders for selection of Operator/s who shall inter-alia responsible for setting up of the Maintenance Depots on Build, Own, Operate and Transfer (“**BOOT**”) basis; finance, procurement, supply, operation and maintenance of Contracted Buses, and provide Bus Service in the Bus Service Area of [Agra,

¹ Press release by Department of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, refer - <https://dhi.nic.in/writereaddata/UploadFile/Press%20Release%20Final.pdf>

Aligarh & Mathura-Vrindavan]/, [Bareilly, Ghaziabad, Meerut, Moradabad & Shahjahanpur]/ [Gorakhpur, Lucknow, & Varanasi]/ [Jhansi, Kanpur & Prayagraj] along with planning, designing, installation, operation and maintenance of Charging Infrastructure on Gross Cost Contract Basis as per the Standards, Specifications and terms provided herein in the RFP (“**Project**”).

- 1.1.6 The Directorate is responsible for conducting a transparent Bid Process for selection of the suitable Bidder (“**Bidder**”) who will be eligible to undertake the Project in accordance with the procedure set out herein.
- 1.1.7 The Respective Urban City Transport SPV or any designated authority (“**Authority**”) shall be responsible for execution of the Project.
- 1.1.8 The said framework has been categorised into following packages (“**Package**”) for operation.

City Name	No. of Contracted Buses	Estimated Project Cost (in Rs. Crore)
Agra	100	150.00
Aligarh	25	40.00
Mathura - Vrindavan	50	75.00
Package 1	175	265.00
Bareilly	25	40.00
Ghaziabad	50	75.00
Meerut	50	75.00
Moradabad	25	40.00
Shahjahanpur	25	40.00
Package 2	175	270.00
Gorakhpur	25	40.00
Lucknow	100	150.00
Varanasi	50	75.00
Package 3	175	265.00
Jhansi	25	40.00
Kanpur	100	150.00
Prayagraj	50	75.00
Package 4	175	265.00
All Packages	700	1065.00

Gorakhpur, Mathura - Vrindavan and Shahjahanpur cities are not covered under FAME II Scheme. However, the Government of Uttar Pradesh is committed to extend equivalent benefits (Demand Incentives under FAME II Scheme) for these cities.

- 1.1.9 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the Clause 1.1.8 above. The Estimated Project Cost includes procurement and delivery of Contracted Buses; setting up of the Maintenance Depots at identified locations; and cost of charging equipment, transformer and

other civil costs for installation of required Charging Infrastructure etc. The assessment of actual costs, however, will have to be made by the Bidders. However, cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load in their respective Maintenance Depots will be borne by the Directorate/Authority (*Refer Annexure 3 for details on Estimated Project Cost*).

1.2 Scope of Services

1.2.1 The Operator shall ensure procurement, supply, operations and maintenance of identified number of Electric Buses of given Specifications (“**Buses**” or “**Contracted Buses**”) on business lines with “Good Industry Practice” providing acceptable quality services at scheduled prices on a sustainable basis. While the Directorate and the Authority shall focus on planning, service standards setting, monitoring and control of quality of services; the Operator shall be responsible for all statutory, regulatory and legal requirements associated with the Project during Operation Period.

1.2.2 The detailed scope of services (the “**Scope of Services**”) is provided at Schedule 2.

1.3 RFP Document

1.3.1 The Selected Bidder, shall promote and incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 prior to execution of the Agreement (the “**Operator**”) who shall be responsible for undertaking the Project under and in accordance with the provisions of Operation & Maintenance Agreement (the “**Agreement**”) to be entered into between the Operator and the Authority in the form provided as part of the Bidding Documents (Part: 2 RFP – Draft Agreement) pursuant hereto. The Agreement sets forth the detailed terms and conditions for grant of the contract to the Operator, including the Scope of Services and obligations (the “**Contract**”).

1.3.2 The statements, explanations, and the Draft Agreement contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Services and obligations of the Operator set forth in the Agreement or the Directorate’s rights to amend, alter, change, supplement or clarify the Scope of Services, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Directorate.

1.3.3 The Directorate shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents provided by the Directorate pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Directorate (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.5 (the “**Bid Due Date**”).

1.4 Brief description of the Bidding Process

1.4.1 The RFP shall be available on the e-Tendering website (<https://etender.up.nic.in>) and Official Website of the Authority (<http://uputd.gov.in>) and may be downloaded

by the interested Bidders. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the Bidding Documents.

- 1.4.2 The Bidder shall deposit on-line the RFP Document Fee of Rs 25000.00 (Rupees Twenty Five Thousand only) + GST as applicable (non-refundable), irrespective of the number of Packages applying for. Any Bid not accompanied with RFP Document Fee in the acceptable amount and form will be summarily rejected by the Directorate as being non-responsive and Bid of such Bidder shall not be evaluated further.
- 1.4.3 The Directorate has adopted a single-stage two-step process (collectively the **“Bidding Process”**) for selection of the Bidder for award of the Project. Eligibility of the Bidder shall be first examined based on the details submitted under first step (**“Technical Bid”**) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial Bid under the second step (**“Financial Bid”**) shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.
- 1.4.4 Interested Bidders are invited to submit their Bid in accordance with the terms specified in this RFP.
- 1.4.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.
- 1.4.6 The Bidder has the option to bid for a Single Package, or any combination of Packages or all the Packages subject to fulfilling the Eligibility Criteria (Clause 2.2) and submitting required Bid Security, collectively referred to as **“Bidding Options”** as indicated in Form 1A.
- 1.4.7 In case the Bidder is applying for more than one Package, the Bidder shall clearly specify the same in the format provided (*Appendix-I: Form 1A – Bidding Options*). It is further clarified that in case a Bidder applies more than one Package, it shall submit only one Technical Bid, while submitting Financial Bids strictly as per format enclosed (*Appendix-II: Form 1 – Financial Bid*).
- 1.4.8 Bidders are required to bid per Km rate payable by the Authority for travel by the Contracted Bus up to the Annual Assured Bus Kilometre and fulfilling other Scope of Services as mentioned in the RFP (the **“O&M Fee”**).

While bidding, the Bidder shall take into account all expenses like procurement and delivery of Contracted Buses; setting up of the Maintenance Depots at identified locations; cost of charging equipment, transformer and other civil costs for installation of required Charging Infrastructure; operation, management and maintenance cost of Contracted Buses, Maintenance Depots and Charging Infrastructure, energy charges, replacement of battery, applicable taxes etc. required to run the Contracted Buses during the Contract Period mentioned in the RFP.

- 1.4.9 The Contract Period is pre-determined, as indicated in the Agreement. The O&M Fee shall constitute the sole criteria for evaluation of Financial Bids. The Bidder quoting the lowest O&M Fee shall be declared as the Selected Bidder for the Project. In this RFP, the term “**L1 or Lowest Bidder**” shall mean the Bidder who is offering the lowest O&M Fee.
- 1.4.10 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, be invited to match the Bid submitted by the Selected Bidder in case such Selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Selected Bidder, the Directorate may, in its discretion, either invite fresh Bids for that particular Packages only from the remaining Bidders or annul the Bidding Process.
- 1.4.11 The Financial Bid for all the Packages shall be opened as per the enclosed Format given at Appendix II – Form 1.
- 1.4.12 A Bidder is required to deposit, along with its Bid, a bid security as indicated in Form 1A (the “**Bid Security**”), refundable no later than 120 days from the Bid Due Date, except in the case of the Selected Bidder/s whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

1.5 Schedule of Bidding Process

- 1.5.1 The Directorate would endeavour to adhere to the following Bidding Schedule:

Downloading of RFP Documents	September 03, 2019 onwards https://etender.up.nic.in
Submission of queries/clarifications	post queries on E-Mail address jdutdgoup@gmail.com on or before September 16, 2019 upto 15.00 Hrs.
Nodal Officer	Joint Director, Directorate of Urban Transport Department of Urban Development Urban Training & Research Centre & Directorate of Local Bodies Room No.317, 3 rd Floor Sector - 7, Gomti Nagar Extension, Lucknow: 226 010 E-mail id: jdutdgoup@gmail.com Contact No. 094150 49719 / 09871979370 Web site: http://uputd.gov.in
Pre-Bid Meeting	September 17, 2019 ; 15.00 Hrs at Conference Hall, Urban Training & Research Centre & Directorate of Local Bodies, Sector-7, Gomti Nagar Extension, Lucknow: 226 010
Opening of Technical Bids	October 30, 2019 ; 15.30 at Conference Hall, Urban Training & Research Centre & Directorate of Local Bodies, Sector-7, Gomti Nagar Extension, Lucknow: 226 010
Opening of Financial Bid	To be intimated later only to Eligible Bidders
Letter of Award (LoA)	Within 15 days from opening of Financial Bids
Signing of Agreement	To be finalised with Selected Bidder

Validity of Bids	120 days of Bid Due Date
Bid Due Date	October 25, 2019; 15.00 Hrs. IST

- 1.5.2 The Directorate shall endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the e-tender portal viz. <https://etender.up.nic.in> from time to time.
- 1.5.3 Further the Directorate reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid meeting or hold one or more consultation meetings with the Bidders and in such event the above schedule shall stand modified and amended.

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bids

- 2.1.1 Bidders are advised that the selection of Operator shall be on the basis of an evaluation by the Directorate through the Bidding Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding Process will be given and that the Directorate's decisions are without any right of appeal whatsoever.
- 2.1.2 The Bidder shall submit its Bid in the prescribed RFP and manner specified in this RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Part 2: RFP (Draft Agreement).
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Agreement.
- 2.1.4 Any condition or criteria or any other stipulation contained in the Bid shall render the Bid liable to rejection.
- 2.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.6 The Bidding Documents including this RFP and all attached documents, provided by the Directorate are and shall remain or become the property of the Directorate and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.6 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Directorate will not return to the Bidders any Bid, document or any information

provided along therewith.

2.1.7 This RFP is not transferable.

2.1.8 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the **“Conditions of Eligibility”**) provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility shall be considered for evaluation.

2.2.2 To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

- a) Bidder may be a single entity, or a group of entities (**“Consortium”**), coming together to implement the Project;
- b) A Bidder bidding individually or as a member of a Consortium (**“Consortium Member”**) shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case maybe;
- c) The term Bidder used herein would apply to both a single entity and a Consortium. However, this disqualification does not apply to OEM’s, where an OEM is the non-Lead Member in the Consortium;
- d) The Bidder or and all Consortium Members shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated in India under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), or (ii) Partnership firm registered under the Indian Partnership Act or a (iii) A LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 (iv) A registered Proprietary firm in India.
- e) A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below
- f) A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Directorate shall be entitled to forfeit and appropriate the Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - A. a constituent of such Bidder is also a constituent of another Bidder; or
 - B. such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
 - C. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - D. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
 - E. Such Bidder, has participated as a Consultant to the Directorate or the Authority in the preparation of any documents, design or Technical Specifications of the Project;

- g) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Directorate or the Authority in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP.

2.2.3 Whether the Selected Bidder is a single entity or a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the “**SPV**”) to execute the Agreement and implement the Project. In case the Selected Bidder is a Consortium then it shall in addition to forming an SPV, comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 3 (three) including Lead Member;
- b) the term Bidder, shall include each Member of such Consortium;
- c) Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”) who shall have an equity share holding of at least 38% (thirty eight cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form-5: Appendix-I, signed by all the other members of the Consortium;
- d) The Lead Member of the Consortium should confirm unconditional acceptance of full responsibility for executing the ‘Scope of Services’ and meeting of all obligations of this RFP. This confirmation should be furnished as part of the Technical Bid;
- e) The Lead Member shall be responsible for discharging all responsibilities related to the bid process. The Lead Member shall respond to all queries and clarifications and ensure compliance to the bid process requirements;
- f) the Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and operation & maintenance obligations;
- g) The Technical and Financial Capacity of all the Members of Consortium would be taken into account for satisfying the Eligibility Criteria;
- h) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form-6: Appendix-I (the “**Jt. Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of the Operator in terms of the Agreement, in case the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;
 - iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall hold not less than (i) 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of [3 (three)] years from the date of COD; and (ii) 26%

- (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term;
- v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project; and
- i) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Directorate/Authority.
- 2.2.4 To be eligible for opening of Financial Bid, a Bidder shall fulfil the following conditions of eligibility (“**Eligibility Criteria**”):

Technical Capacity

For demonstrating technical capacity and experience (the “**Technical Capacity**”)

- a) The Bidder shall be an Original Electric Bus Manufacturer (“**OEM**”), or a “**Bus Operator**” or a “**Bus Aggregator**” or a “**Financial Institution (FI)**”.

OEM: shall be a registered Bus Manufacturer having experience of manufacture and delivery of at least 25 Electric Buses over the past three (3) Financial Years immediately preceding the Bid Due Date; or

Registered under DHI, FAME Scheme of Government of India i.e.

- *OEM shall be an Indian manufacturer of the Electric Bus having a manufacturing facility in India;*
- *OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard Electric Bus (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model of Electric Bus.*

The Bidder shall provide list of all such works in the prescribed Format given in Appendix-1: Form 9 and 12 of the RFP.

Bus Operator: shall have experience in operation of at least 50 Electric/Diesel/CNG fuelled Buses over the past three (3) Financial Years immediately preceding the Bid Due Date.

Operation Experience must include planning, managing and monitoring of day to day bus operations and/or maintenance. The Operational experience must be demonstrated through a permit or /an Agreement of operations with a public sector entity/ Government or semi Government Department/ Private Sector experience.

For Private Sector Experience, the overall performance of the Bidder shall be examined for all the ongoing/completed Bus Services or Stage Carriage/Contract Carriage Services works within last three years. The Bidder shall provide list of all such works in the prescribed Format given in Appendix-1: Form 8 of the RFP. The Bidder shall submit satisfactory performance certificate, evidence of payment received FY wise issued by the

Client for the work failing which their Bid shall not be evaluated and the Bidder shall be considered non-responsive and non-compliant to the RFP conditions.

Bus Aggregator: *shall have experience in gathering and organising OEM, Bus Operator, infrastructure providers etc. for the purposes of operation and maintenance of bus services and shall have experience in operation of at least 50 Electric/Diesel/CNG fuelled Buses over the past three (3) Financial Years immediately preceding the Bid Due Date.*

The Bidder shall provide list of all such works in the prescribed Format given in Appendix-1: Form 10 of the RFP.

Financial Institutions (FIs): *as defined under relevant RBI Act.*

- b) Sub-contracting specific tasks by Bidder by experienced / qualified sub-contractors is not restricted. However, the Bidder shall submit sufficient Documentary Proof (back to back arrangement/ MoU) for undertaking various activities i.e. Manufacturing/ Operation and Maintenance of Bus Services as applicable through Letter of Associations/Tie-up Certificates etc.

For example: in the event of OEM is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the OEM. The Bidder shall submit Documentary evidences of OEM including the requirement under FAME Scheme to support the claim. Similarly, in the event of Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with the Bus Operator. The Bidder shall submit Documentary evidences as given above for Bus Operator to support the claim.

- c) The Bidder shall either by himself or through a sub-contractor shall have the experience of setting up Charging Infrastructure.

Details of Charging Infrastructure installed along with Work order/Certificates or tie-ups with service provider for installation of Charging Infrastructure to be submitted as documentary evidences (Appendix-1: Form 11).

- d) The Bidder shall submit an Undertaking stating that:
- *The Contracted Bus to be fitted with advanced batteries satisfying the performance criteria as mentioned in the RFP;*
 - *All the Contracted Buses satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time. For this purpose Operator/OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU.*
 - *All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December*

14, 2018 by Ministry of Power, Government of India and as amended from time to time.

Financial Capacity

For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder shall have:

- e) Positive Net Worth (the “**Net Worth**”) at the close of the preceding Financial Year;
- f) Minimum Average Annual Turnover as indicated in Appendix: Form 1A in the immediately preceding last 3 (three) Financial Years;

2.2.5 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I: Form 7, complete with its Annexes, the following:

- a) certificate(s) from its statutory auditors specifying the Net worth of the Bidder, at the close of the preceding financial year.
- b) Financial data for last three (3) audited Financial Years has to be uploaded by the Bidder along with audited balance sheets. The financial data shall be certified by Chartered Accountant with his stamp and signature. In case the audited balance sheets for the latest Financial Year is not made available by the Bidder, the Bidder shall give an undertaking to this effect and the Chartered Accountant/ Statutory Auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

2.2.6 The technical qualification of the Bidder and its Foreign Technology Partner/Holding Company shall be considered for evaluation of the Bid. However, the Bidder shall submit documentary proof/ certificates/ credentials of the Technology Partner/Holding Company to support the claim along with copies of License and Technology Collaboration Agreement/ JV Agreement. In addition, the Technology Partner/Holding Company shall submit an Undertaking that it shall be liable jointly and severally for all obligations related to Bus Manufacturer and Delivery of the Operator in relation to the Project.

“Foreign Technology Partner”: Association through a License and Technology Collaboration Agreement on long term basis/ JV Agreement to enable the Entity to design, engineer, integrate, manufacture, assemble, type test (homologation) through suitable certifying agency(ies), carry out routine testing and servicing of Electric Buses.

2.2.7 The Bidder or its parent/subsidiary/sister concern from which it seeks to obtain credit for meeting Qualification Criteria specified in the RFP shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Bid Due Date.

2.2.8 The services of Bidder should not have been terminated by the Directorate/Authority or any other Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective contract period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay or

abandonment of work by the Bidder. If such instance shall be found by the Directorate during bid process or period thereafter, then Directorate/Authority at its sole discretion may reject the Bidder or terminate the Agreement.

- 2.2.9 The following conditions shall be adhered to while submitting the Bid:
- a) information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member named in the Bid;
 - b) in case the Bidder is a Consortium, each Member should substantially satisfy the bid requirements to the extent specified herein.

2.3 Change in composition of the Consortium

- 2.3.1 Change in the composition of a Consortium shall not be permitted by the Directorate during the Bid Stage.

2.4 Number of Bids and costs thereof

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Directorate shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Due Diligence and Site visit

- 2.5.1 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.
- 2.5.2 Bidders are encouraged to submit their respective Bids after visiting the Bus Service Area and ascertaining for themselves the site/local conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Maintenance Depot, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:
- a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Directorate;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Directorate or relating to any of the matters referred to in Clause 2.5 above;
 - d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Directorate, or a ground for termination of the Agreement by the Operator;
 - e. acknowledged that it does not have a Conflict of Interest; and

- f. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.6.2 The Directorate shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Directorate.
- 2.7 Right to reject any or all Bids**
- 2.7.1 Notwithstanding anything contained in this RFP, the Directorate reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Directorate rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- 2.7.2 The Directorate reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 2.7.3 Without prejudice to the generality of Clause 2.7.2, the Directorate reserves the right to reject any Bid if:
 - a. at any time, a material misrepresentation is made or discovered, or
 - b. the Bidder does not provide, within the time specified by the Directorate, the supplemental information sought by the Directorate for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Directorate reserves the right to:

- a. invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
- b. take any such measure as may be deemed fit in the sole discretion of the Directorate, including annulment of the Bidding Processes.
- 2.7.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Directorate, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LoA or entering into of the Agreement, and if the Selected Bidder has already been issued the LoA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Directorate/Authority to the Selected Bidder or the Operator, as the case may be, without the Directorate/Authority being liable in any manner whatsoever to the Selected Bidder or the Operator. In such an event, the Directorate/Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case

may be, as Damages, without prejudice to any other right or remedy that may be available to the Directorate/Authority under this RFP, the Bidding Documents, the Agreement or under Applicable Law.

- 2.7.5 The Directorate reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Directorate shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Directorate thereunder.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the Draft Agreement and the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal	
1	Introduction
2	Instructions to Bidders
3	Evaluation Process
4	Fraud and Corrupt practices
5	Miscellaneous
Appendices	
Appendix-I	Technical Bid
Form 1	Letter comprising the Technical Bid
Form 1A	Bidding Options
Form 2	Particulars of the Bidder
Form 3	Statement of Legal Capacity
Form 4	Power of Attorney (PoA) for signing of Bid
Form 5	Power of Attorney (PoA) for Lead Member of the Consortium
Form 6	Joint Bidding Agreement for Consortium
Form 7	Financial Capacity of Bidder
Form 8	Bus Operational Experience
Form 9	Bus Manufacturing Experience
Form 10	Bus Aggregator Experience
Form 11	Charging Infrastructure Experience
Form 12	Mandatory submission for All Bidders
Form 13	Bank Guarantee for Bid Security
Appendix-II	Financial Bid
Form 1	Financial Bid

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Directorate by email at the address provided in the Bidding Schedule. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified. The Directorate shall endeavour to respond to the queries at short span of time prior to date mentioned. The responses of queries shall be uploaded on e-procurement portal without identifying the source of queries.
- 2.9.2 The Directorate shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, the Directorate reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Directorate to respond to any question or to provide any clarification.
- 2.9.3 The Directorate may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Directorate shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Directorate or its employees or representatives shall not in any way or manner be binding on the Directorate.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the Bid Due Date, the Directorate may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum/Corrigendum issued hereunder shall be uploaded in the Directorate web site.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Directorate may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

- 2.11.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Bid Currency

- 2.12.1 All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

2.13 Format and signing of Bid

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Directorate will evaluate only those Bids that are received online in the specified

formats and complete in all respects and Bid Security, RFP Document fee, POA and Joint Bidding Agreement are received in hard copies. Incomplete and /or conditional Bids shall be liable to rejection.

- 2.13.2 The Bid shall be signed by the Authorized Signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 2.13.3 The Bidder shall submit the Technical Bid and Financial Bid online² through e-procurement portal <https://etender.up.nic.in> along with supporting documents as appropriate.

Technical Bid

- a) Appendix-I (Letter comprising the Technical Bid) including Form 1 to 13 and supporting certificates / documents;
- b) The Bidder should submit a Power of Attorney as per the format at Form - 4 of Appendix-I authorising the signatory of the Bid to commit the Bidder.
- c) If applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-I: Form 5;
- d) If applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-I: Form 6;
- e) Copies of Bidder's duly audited balance sheet as per Clause 2.2.5.
- f) Copy of Bid Security of required amount in the form of Bank Guarantee in the format at Appendix-I: Form 13 from a Scheduled Bank.
- g) Copy of Proof of payment of Rs 25000.00 (Rupees Twenty Five Thousand only) + GST as applicable towards cost of Bid document.

Financial Bid

- a) Appendix-II: Form 1
- 2.13.4 The Bidder shall submit the following documents physically:
- a) Original Power of Attorney for signing the Bid : Appendix-I Form 4;
 - b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-I: Form 5;
 - c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-I: Form 6;
 - d) Original Bid Security in the form of Demand Draft or Bank Guarantee in the format at Appendix-I: Form 13 from a Scheduled Bank.
 - e) Original Demand Draft/Banker's Cheque for payment of Rs 25000.00 (Rupees Twenty Five Thousand only) + GST as applicable towards cost of Bid document

The documents listed at Clause 2.13.4 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**RFP for Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract Basis**” and shall clearly indicate the name and address of the Bidder and shall be addressed to the Nodal Officer mentioned at Clause 1.5.

² Refer the instructions for On-line submission of Bid at <https://etender.up.nic.in>

- 2.13.5 If the envelopes is not sealed and marked as instructed above, the Directorate assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.14 Bid Due Date

- 2.14.1 The Bid comprising of the document listed at 2.13.3 of the RFP shall be submitted online through e-procurement portal on or before 1500 hours IST on the Bid Due Date as mentioned in Clause 1.5: Schedule of Bidding Process. Documents listed at Clause 2.13.4 of the RFP shall be physically submitted on or before 1500 hours IST on the Bid Due Date, at the address provided in Clause 1.5 in the manner and form as detailed in this RFP.
- 2.14.2 The Directorate may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

- 2.15.1 E-procurement portal <https://etender.up.nic.in> shall not allow submission of any Bid after the prescribed date and time at Clause 2.14. Physical receipt of documents listed at Clause 2.13.4 of the RFP after the prescribed date and time at Clause 2.14 shall not be considered and the bid shall be summarily rejected.
- 2.15.2 Directorate shall not be responsible for any non-receipt / non submission of any Bid / any documents owing to any technical issue at online web portal. The bidders are requested to make online submission well in advance.

2.16 Modifications/ substitution/ withdrawal of Bids

- 2.16.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.16.2 In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Directorate receives written notice of such withdrawal before the expiration of the Bid Due Date.
- 2.16.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Directorate, shall be disregarded.

2.17 Submission of Bids

- 2.17.1 Bid must be submitted online only through e-procurement portal i.e. <https://etender.up.nic.in> using the digital signature of authorised representative of the Bidder on or before Bid Due Date.
- 2.17.2 The Bidder may submit his Bid online following the instruction appearing on the screen. A Manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.
- 2.17.3 The documents listed at Clause 2.13.3 shall be prepared, scanned and converted to a single file (in PDF format) and uploaded during the on-line submission of Bid.

2.18 Online Opening of Bids

- 2.18.1 Opening of Bids shall be done through online process.

2.19 Validity of Bids

- 2.19.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Directorate.

2.20 Confidentiality

- 2.20.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Directorate in relation to, or matters arising out of, or concerning the Bidding Process. The Directorate will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Directorate may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Directorate or as may be required by law or in connection with any legal process.

2.21 Correspondence with the Bidder

- 2.21.1 Save and except as provided in this RFP, the Directorate shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.22 Bid Security

- 2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.13.3 and 2.13.4 hereinabove in the form of a bank guarantee issued by Nationalised Bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore), in favour of the Directorate in the format at Appendix-I: Form 12 (the “**Bank Guarantee**”) and having a validity period not less than 120 (one hundred and twenty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Directorate and the Bidder from time to time.
- 2.22.2 Any Bid not accompanied by the Bid Security shall be summarily rejected as non-responsive.
- 2.22.3 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders shall be returned by the Directorate, as promptly as possible on acceptance of the Bid of the Selected Bidder/s or when the Bidding process is cancelled by the Directorate, and in any case within 120 (one hundred and twenty) days from the Bid Due Date.
- 2.22.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Directorate may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

- 2.22.5 The Directorate shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Directorate will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Directorate under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.22.6 (a), the Damage so claimed by the Directorate shall be restricted to 5% of the value of the Bid Security.
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Directorate;
 - d) In the case of Selected Bidder, if it fails within the specified time limit
 - i. to sign and return the duplicate copy of LoA;
 - ii. to sign the Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefore in the Agreement; or

In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

3 EVALUATION PROCESS

3.1 Opening of Technical Bids

- 3.1.1 The Directorate shall open the Technical Bids received online at the time, date and the place specified in Clause 1.5 and in the presence of the Bidders who choose to attend. Technical Bids of only those Bidders shall be opened online whose documents listed at Clause 2.13.4 of the RFP have been physically received.
- 3.1.2 The Bidders names and the presence or absence of requisite Bid Security and such other details as the Directorate at its discretion may consider appropriate, shall be announced at the opening. The name of such Bidders not meeting the Conditions of Eligibility shall be notified subsequently.
- 3.1.3 The PPP Bid Evaluation Committee³ constituted by Government of Uttar Pradesh (“**Bid Evaluation Committee**”) will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section.
- 3.1.4 To facilitate evaluation of Bids, the Directorate may, at its sole discretion, seek

³ As per the Guidelines for Selection of Consultants and Developers for PPP Projects in Uttar Pradesh - 2016

clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of Responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Directorate shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

- a) Technical Bid is received online as per the format at Appendix-I;
- b) Documents listed at Clause 2.13.4 are received physically;
- c) Technical Bid does not contain any condition or qualification;
- d) it is not non-responsive in terms hereof.

3.2.2 The Directorate reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Directorate in respect of such Bid.

3.3 Evaluation Parameters

3.3.1 Assessment of Eligibility Criteria of only those Bidders shall be carried out whose Bids is meeting Condition of Eligibility and uploaded scanned copies of all required documents pursuant to Clauses above.

3.3.2 The Directorate shall examine and evaluate the Eligibility Criteria of each Bid upon determining its Condition of Eligibility as per Clause 3.3.1 above.

3.4 Criteria for Evaluations of Financial Bid

3.4.1 Only those Bidder who qualify in Test of Responsiveness and Eligibility Criteria as per criteria given in RFP will be considered for the Financial Bid evaluation (“**Eligible Bidder**”).

3.4.2 Decision of the Directorate in this regard will be final. The Financial Bids of those Bidders who do not qualify shall not be opened.

3.5 Opening and Evaluation of Financial Bids

3.5.1 The Directorate shall inform the venue and time of online opening of the Financial Bids to the Eligible and Qualified Bidders through e-procurement portal as mentioned in Clause 1.5 and e-mail. The Directorate shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Directorate shall prepare a record of opening of Financial Bids.

3.5.2 The Financial Bids of the Eligible Bidders for the all the Packages shall be opened as per the format.

3.6 Selection of Bidder

3.6.1 The Bidding parameter for selection of the Bidder/s is indicated in Clause 1.4.8. Subject to the provisions of the RFP, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2, who meets the Eligibility Conditions and Eligibility Criteria as given in Clause 2.2 and whose O&M Fee is the lowest as given in Clause 1.4.9 shall be declared as the selected bidder (the “**Selected**

Bidder⁴) for the Project.

- 3.6.2 In the event that the Directorate rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- 3.6.3 In the course of evaluation, if Directorate finds a discrepancy between words and figures quoted, then the amount written in words shall prevail.
- 3.6.4 In case of the Financial Bid of the Selected Bidder is found seriously unbalanced by the Directorate in relation to the Market Rate or its Internal Estimate or Good Industry Practice, the Directorate shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Financial Bid, from the Selected Bidder and/or all Bidder to demonstrate the internal consistency of those prices.

“Market Rate” shall mean prevailing per Km rate for the Urban Electric Buses with similar quality and specifications anywhere in India;

“Internal Estimate” shall mean per Km rate prepared by the Directorate through its internal estimates;

“Good Industry Practice” shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced Bus Operator engaged in Electric city bus operations anywhere in India.

- 3.6.5 In case of the Financial Bid of the Selected Bidder, which is unrealistically lower or unrealistically higher than Internal Estimate or Market Rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be called for negotiation. The Directorate retains the right to negotiate with the Selected Bidder to match Internal Estimate or Market Rate or Good Industry Practice.
- 3.6.6 In case, the Selected Bidder refused to negotiate its Financial Bid as indicated above, the Directorate may reject its Bid as non-responsive. The Directorate however does not bind itself to accept the most preferred bid before or after the negotiations and it reserves the right to accept or reject any Bid, in whole or in part.
- 3.6.7 In the event that two or more Bidders quote the same amount of O&M Fee for a particular Package as the case may be, which emerges as the Lowest Bidders (the **“Tie Bidders”**), the Directorate shall invite the Tie Bidders to quote revised Financial Bid, which shall under no circumstances be more than the Lowest Bid received in the original Financial Bid.
- 3.6.8 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the **“First round of Bidding”**), the Directorate may invite all the remaining eligible Bidders of the corresponding Package to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the **“Second round of Bidding”**). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected

⁴ The Selected Bidder referred in the RFP is applicable for a particular Package only.

Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Selected Bidder.

- 3.6.9 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.6.8, the Directorate may, in its discretion, invite fresh Bids for the corresponding Package (the **“Third round of Bidding”**) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Lowest Bidder in the first round of bidding.
- 3.6.10 After selection, a Letter of Award (the **“LoA”**) shall be issued, in duplicate, by the Directorate to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Directorate may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Selected Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA.
- 3.6.11 After acknowledgement of the LoA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Agreement within the period prescribed in Clause 1.5. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.7 Proprietary Data

- 3.7.1 The Bidding documents including this RFP and all attached documents, other information supplied by the Directorate and are transmitted to the Bidder shall remain or become the property of the Directorate. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Directorate will not return to the Bidders any Bid, document or any information provided along therewith.

3.8 Contacts during Bid Evaluation

- 3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Directorate makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Directorate and/ or their employees/ representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

4.1 General

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, the Directorate may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Directorate shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Directorate under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Directorate under Clause 4.1.1 hereinabove and the rights and remedies which the Directorate may have under the LoA or the Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Directorate to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Directorate, shall not be eligible to participate in any tender or RFP issued by the Directorate during a period of 2 (two) years from the date such Bidder, or Operator, as the case may be, is found by the Directorate to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Directorate who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Directorate, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.2 (g) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or

technical adviser of the Authority in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Directorate with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 MISCELLANEOUS

5.1 Pre-Bid Conference

- 5.1.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Directorate. The Directorate shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.2 Performance Security

- 5.2.1 The Selected Bidder shall submit a Bank Guarantee of an amount equivalent to 3% (Three percent) of the Estimated Project Cost as performance guarantee (“**Performance Security**”). Bank Guarantee shall be issued by any Scheduled Bank in favour of “[**Name of the Respective City SPVs/Authority**]” valid through the Contract Period and 120 days thereafter. Bank Guarantee shall be submitted prior to the execution of Agreement.
- 5.2.2 The Selected Bidder shall be required to furnish additional Performance Security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP.
- 5.2.3 If the Bidder fails to furnish the Performance Security in the stipulated time limit, it shall be lawful for Directorate to forfeit the Bid Security and cancel the Letter of Award/Agreement or any part thereof.

5.3 Other Conditions

- 5.3.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Prayagraj] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.3.2 The Directorate, in its sole discretion and without incurring any obligation or

liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the Directorate by, on behalf of and/or in relation to any Bidder;
- d) and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.3.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Directorate, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.3.4 The Directorate reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Appendices

Form 1

APPENDIX-I
Letter comprising the Technical Bid
(On Bidder's letter head)

Dated:

To

The Director
Directorate of Urban Transport
Department of Urban Development, Government of Uttar Pradesh
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010

Sub: RFP for Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis.

With reference to your RFP dated _____, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project.

2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the **Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses in the cities of Uttar Pradesh on Gross Cost Contract Basis.**
4. We are bidding as Single Bidder / Consortium.
The names of our Consortium Members are as follows: (Please provide names)
 - a) _____
 - b) _____
 - c) _____
5. We shall make available to the Directorate any additional information it may find necessary or require to supplement or authenticate the Bid.
6. We acknowledge the right of the Directorate to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. We certify that in the last three years, we/any of the Consortium Members have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

9. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Directorate; and
 - b. We do not have any Conflict of Interest as defined in the RFP ;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or Request for Proposal issued by or any Agreement entered into with the Directorate or Authority or any other public sector enterprise or any Government. Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and We shall continue to abide by them.
10. We declare that We/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their *OM No. 6/4/2001-DD-II dated July 13, 2001*.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Directorate of the same immediately.
15. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Directorate in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of being declared as the Selected Bidder, We agree to enter into an Agreement in accordance with the Part: 2 RFP – Draft Agreement. We agree not to seek any changes in the aforesaid Draft Agreement and agree to abide by the same.
17. We have studied all the Bidding Documents carefully and also surveyed the identified cities/ existing City Bus Services and related infrastructure. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Directorate or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.
18. The O&M Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the Bid.

19. We offer a Bid Security of [Rs. _____ Lakhs (Rs _____ Lakhs only)] to the Directorate in accordance with the RFP and the Bidding Options.
20. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to us or our Bid is not opened.
21. We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP.
23. The Bid is unconditional and unqualified.

In witness thereof, We submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorised signatory)

Date:

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Form 1A**APPENDIX-I
Bidding Options**

City Name	No. of Contracted Buses	Estimated Project Cost (in Rs. Crore)	Avg. Annual Turnover (in Rs. Crore)	Bid Security (in Rs. Crore)	Performance Security (in Rs. Crore)	Bidding Option (Yes/No)
Agra	100	150.00				
Aligarh	25	40.00				
Mathura - Vrindavan	50	75.00				
Package 1	175	265.00	50.00	0.25	8.00	
Bareilly	25	40.00				
Ghaziabad	50	75.00				
Meerut	50	75.00				
Moradabad	25	40.00				
Shahjahanpur	25	40.00				
Package 2	175	270.00	50.00	0.25	8.00	
Gorakhpur	25	40.00				
Lucknow	100	150.00				
Varanasi	50	75.00				
Package 3	175	265.00	50.00	0.25	8.00	
Jhansi	25	40.00				
Kanpur	100	150.00				
Prayagraj	50	75.00				
Package 4	175	265.00	50.00	0.25	8.00	
All Packages	700	1065.00	200.00	1.00	32.00	

Note:

The Bidder has the option to bid for a Single Package, or any combination of Packages or all the Packages subject to fulfilling the Eligibility Criteria and submitting required Bid Security. For example:

Bidding Options	Avg. Annual Turnover (Rs Crore) required for Selected Bidder	Bid Security (Rs. Crore) to be deposited
Package 1 & Package 2	50.00 + 50.00 = 100.00	0.25 + 0.25 = 0.50
Package 1 & Package 2 & Package 3	50.00 + 50.00 + 50.00 = 150.00	0.25 + 0.25 + 0.25 = 0.75
All Packages	50.00 + 50.00 + 50.00 + 50.00 = 200.00	0.25 + 0.25 + 0.25 + 0.25 = 1.00

**with an Average Annual Turnover of Rs 50.00 Crore a Bidder is allowed to bid for all the Packages, subject to submission of required amount of Bid Security. In case, the Bidder is L1 in more than one Packages, then he has to satisfy the Average Annual Turnover criteria as mentioned above for award of Packages subject to other terms and conditions as mentioned in the RFP.*

Signature of the Authorised signatory)**Date:****Place:****(Name and designation of the of the Authorised signatory)****Name and seal of Bidder/Lead Firm**

Form 2

APPENDIX-I
Particulars of the Bidder

1	Name of the Bidder		
2	Nature of the Bidder/entity	Company / Partnership/ LLP/ Proprietorship, etc	
3	Country of incorporation Date of incorporation and/ or commencement of business	Please attach: <i>Copy of Certificate of Incorporation, Memorandum and Article of the association/ Copy of registered Partnership Deed/ Copy of sales tax/GST registration, EPF registration, Shops and Establishment Department registration certificate (as may be applicable)</i>	
4	Address of Registered Office (with e-mail, and Contract No.)	Please attach: <i>Organisation Chart showing the structure of the organization, including the names of the Directors</i>	
5	Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project		
6	Particulars of the Authorised Signatory of the Bidder	Name: Designation: Address: Phone Number: E-Mail Address:	
7	Has the Bidder/constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any Project?	Yes/No	
8	If the answer to 8 is yes, does the bar subsist as on the Bid Due Date?	Yes/No	
9	<i>In case of a Consortium:</i> a) The information above {Sl. No. 1-8} should be provided for all the Members of the Consortium; b) A copy of the Jt. Bidding Agreement; c) Information regarding the role of each Member		

(Signature of the Authorised signatory)**Date and Place:****(Name and designation of the of the Authorised signatory)****Name and seal of Bidder/Lead Member**

Form 3

APPENDIX-I
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
The Director
Directorate of Urban Transport
Department of Urban Development, Government of Uttar Pradesh
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010

Sub: RFP for Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis.

Dear Sir,

We hereby confirm that our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature of the Authorised signatory)

Date:

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

**Please strike out whichever is not applicable.*

Form 4

APPENDIX-I
Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis (“**Project**”) being developed by the Directorate of Urban Transport, Government of Uttar Pradesh (the “**Directorate**”) including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the Directorate, representing us in all matters before the Directorate, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Directorate in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2019.

For

(Signature, name and designation of the authorised signatory and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form 5

APPENDIX-I

Power of Attorney for Lead Member of Consortium

Whereas the Directorate of Urban Transport, Government of Uttar Pradesh (“**Directorate**”) has invited bids from interest parties for the Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis (“the **Project**”).

Whereas, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Bidder**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Directorate, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2019.

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(To be executed by all the Members of the Consortium)

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Form 6

APPENDIX-I

Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2019.

AMONGST

1. {.....} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {.....} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {.....} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- A. Directorate of Urban Transport, Government of Uttar Pradesh, represented by its Director and having its principal offices at _____] (hereinafter referred to as the “**Directorate**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bid**”) by its Request for Proposal No. dated(the “**RFP**”) for Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract (GCC) Basis (the “**Project**”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly.

3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an Agreement with the Authority and for performing all its obligations as the Operator in terms of the Agreement for the Project.

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Commercial Operation Date under the Agreement when all the obligations of the Operator shall become effective;
 - b) Party of the Second Part shall be {the Technical Member of the Consortium;}
 - c) Party of the Third Part shall be the Operation and Maintenance Member of the Consortium.}

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Commercial Operation Date for the Project is achieved under and in accordance with the Agreement.

6. Representation of the Parties

- 6.1 Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - 1. require any consent or approval not already obtained;

2. violate any Applicable Law presently in effect and having applicability to it;
 3. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 4. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 5. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

- 8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Commercial Operation Date of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Directorate to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of			
LEAD MEMBER by:		SECOND PART	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	

(Address)		(Address)	
SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf	
THIRD PART			
(Signature)			
(Name)			
(Designation)			
(Address)			
In the presence of:			
1.			

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

Form 7

APPENDIX-I
Financial Capacity of Bidder

(On Statutory Auditor's Letterhead)

[In case of Consortium, all Members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s_____.

The Networth* of the bidder (name of the Bidder) as on [_____] as per Audited statement is as follows:

Year (as mentioned in or equivalent)*	Net worth (INR Crore)**
March 31, 2019	

*To be provided from latest available Audited statement

** for the purpose of Networth Calculation it is defined: Networth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets)

- a) The Bidder/Consortium Members shall attach copies of the balance sheets, financial statements/ income Tax returns and other financial data for the immediately preceding three years for 3 (three) years preceding the Bid Due Date.

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Form 8

APPENDIX-I
Bus Operational Experience
(as applicable)

Bus Operator either as a Single Bidder or Lead Member of the Consortium shall provide experience statement and evidences. Other Members of Consortium may also provide experience statement and evidence if it has relevant Bus Operation Experience.

We hereby declare that our Organisation has experience of operation of following no of Buses through contractual right.

1	Contract: 1	
	No. of Buses operated through contract by the Bidder	
	Location of Service	
	Contract period (Year/Month)	
	Contract Date	
	Name and address of the client	
2	Contract: 2	
	No. of Buses operated through contract by the Bidder	
	Location of Service	
	Contract period (Year/Month)	
	Contract Date	
	Name and address of the client	
3	Contract: 3	
	No. of Buses operated through contract by the Bidder	
	Location of Service	
	Contract period (Year/Month)	
	Contract Date	
	Name and address of the client	

*Please add additional contracts if necessary

*Please Attach Documentary Evidences

In the event of Bus Operator is neither a Bidder nor a member of the Consortium, the Bidder shall enter into a back to back agreement with Bus Operator. The Bidder shall submit Documentary evidences to support the claim without which the Bid shall not be evaluated.

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Form 9

APPENDIX-I
Manufacturing Experiences
(as applicable)

Bus Manufacturer/OEM either as a Single Bidder or Lead Member of the Consortium shall provide experience statement and evidences. Other Members of Consortium may also provide experience statement and evidence if it has relevant Bus Manufacture Experience.

We hereby declare that our Organisation has experience of manufacturing and supply of following no of **Electric Buses**.

1	Contract: 1	
	Description and Quantity of Buses ordered	
	Location of delivery of Buses	
	Contract period (duration)	
	Actual Date of completion of Delivery	
	Name and address of the client	
2	Contract: 2	
	Description and Quantity of Buses ordered	
	Location of delivery of Buses	
	Contract period (duration)	
	Actual Date of completion of Delivery	
	Name and address of the client	
3	Contract: 3	
	Description and Quantity of Buses ordered	
	Location of delivery of Buses	
	Contract period (duration)	
	Actual Date of completion of Delivery	
	Name and address of the client	

**Please add additional contracts if necessary*

***Documentary evidences (Purchase Order/ Letter of Award/Work Completion certificate)**

Bus Manufacturer related Documents (as applicable)

- a) Registration Certificate of Factory and License for manufacturing of Buses;
- b) Production capacities—installed and production levels achieved during last 3 years;
- c) Quality Certificate (from recognized Firm) - Certificate No. - Date of Validity;
- d) Details of Safety Critical Items with their Type Approval Certificate No. and Date (wherever applicable);
- e) Quality Management System Certification (e.g. ISO: 9001-2000);
- f) Quality System Certification (e.g. ISO : 16949-1999);
- g) Environment Management Certification (ISO:14001-1996);
- h) Confirmation of being an authorised agency under CMVR;
- i) ARAI and other accreditation;
- j) ESIC and Employee Provident fund - EPF registration number and
- k) Registration with FAME Scheme of Government of India (as applicable) .

Any Technology Partner related Documents

- a) Registration Certificate of Factory and License for manufacturing of Batteries/Electric System/Charging Infrastructure;
- b) Quality System Certification;
- c) Environment Management Certification

Form 10

APPENDIX-I
Bus Aggregator Experience
(as applicable)

Bus Aggregator either as a Single Bidder or Lead Member of the Consortium shall provide experience statement and evidences. Other Members of Consortium may also provide experience statement and evidence if it has relevant experience.

We hereby declare that our Organisation has experience of assembling and operation of following no of Buses.

1	Contract: 1	
	No. of Buses under operation	
	Type of Buses	
	Contract period (duration)	
	Location of Service	
	Name and address of the client/ Out-sourcing Agency Name and Details	
2	Contract: 2	
	No. of Buses under operation	
	Type of Buses	
	Contract period (duration)	
	Location of Service	
	Name and address of the client/ Out-sourcing Agency Name and Details	
3	Contract: 3	
	No. of Buses under operation	
	Type of Buses	
	Contract period (duration)	
	Location of Service	
	Name and address of the client/ Out-sourcing Agency Name and Details	

*Please add additional contracts if necessary

**Documentary evidences (Letter of Award/Contract Document/ Work Completion certificate)*

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Form 11

APPENDIX-I
Experience of Charging Infrastructure

We hereby declare that our Organisation has tie-up (proposed tie-up) with M/s _____ for provision, installation, operation and maintenance of Charging Infrastructure. The said Service Provider has the following experiences:

1	Contract: 1	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow) along with Capacity	
	Location of Service	
	Completion Date of installation	
2	Contract: 2	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow) along with Capacity	
	Location of Service	
	Completion Date of installation	
3	Contract: 3	
	Name of the Main Contractor/ Sub-Contractor	
	No. of Charging Stations installed	
	Type of Charging Station installed (Fast/Slow) along with Capacity	
	Location of Service	
	Completion Date of installation	

*Please add additional contracts if necessary

**Documentary evidences/ tie-up Certificates as indicated in Clause 2.2.4 (c)

Proposed Charging Infrastructure

Sl.No.	Type of Chargers	Nos. Proposed	Brief Specification	Charging Time (100% SOC)
1	Slow Charger			
2	Fast Charger			
3	Charger en-route (if any)			

**Please provide an estimation for 100 Contracted Buses*

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Form 12**Mandatory Submission for All Bidders**

Sl.No.	Description	Remarks (to be filled by the Bidder)
1	Name of the OEM (as applicable)	
2	Proposed tie-ups for manufacturing and supply of Contracted Buses <i>(In the event of OEM is neither a Bidder nor a Member of the Consortium)</i>	Name of the OEM Undertaking for back to back agreement with the OEM – Submit Documentary evidences to support the claim
3	Registered under DHI, FAME Scheme II	Yes/ No
4	OEM Code (if already allotted by DHI/NAB)	
5	Model Name (proposed to be supplied under this Contract)	
6	Vehicle Category as per CMVR	
7	Technology Type	
8	Brief Specification	(please also attach Brochure of the proposed Contracted Bus) <i>Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided</i>
9	Battery Type and other Battery Parameters/Specifications <i>The Contracted Bus to be fitted with advanced batteries satisfying the performance criteria as mentioned in the RFP</i>	Make, model, capacity, etc of Battery packs and the number of such Battery packs fitted; ▪ <i>Test certificate for the Battery pack</i>

We declare that

- *The Contracted Bus to be fitted with advanced batteries satisfying the performance criteria as mentioned in the RFP and FAME India Scheme Phase II;*
- *All the Contracted Buses satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time.*
- *All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.*

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Form 13

APPENDIX-I
Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, Directorate of Urban Transport, having its office at Room No.305, 3rd Floor Urban Training & Research Centre & Directorate of Local Bodies Sector: 07, Gomti Nagar Extension, Lucknow: 226 010, (hereinafter referred to as the “**Directorate**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [_____] and having its registered office at _____ [and acting on behalf of its Consortium] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Selection of Operator/s for Procurement, Operation and Management of AC Midi Electric Buses for City Bus Services in the cities of Uttar Pradesh on Gross Cost Contract Basis (hereinafter referred to as the “**Project**”) pursuant to the RFP dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Directorate an amount of **Rs. _____ (Rupees _____ only)** as Bid Security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Directorate stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Directorate is disputed by the Bidder or not merely on the first demand from the Directorate stating that the amount claimed is due to the Directorate by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. _____ (Rupees _____ only)**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Directorate and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Directorate shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Directorate that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Directorate and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Directorate.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Directorate shall be entitled to treat the Bank as the principal debtor. The Directorate shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Directorate, and the Bank shall not be released from its liability under these presents by any exercise by the Directorate of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the said Bidder or by any change in the constitution of the Directorate or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Directorate to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Directorate may have

obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Directorate in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Form 1

APPENDIX-II

Financial Bid

(To be submitted Online only. Bidders submitting the Financial Bid in physical form will have their Bid rejected)

Per Km Charge (O&M Fee)

Sl.No.	Package No.	Name of the Cities	No. of Contracted Buses	O&M Fee (Rs./Km.)
A	B	C	D	E
1	Package 1	Agra, Aligarh & Mathura-Vrindavan	175	
2	Package 2	Bareilly, Ghaziabad, Meerut, Moradabad & Shahjahanpur	175	
3	Package 3	Gorakhpur, Lucknow, & Varanasi	175	
4	Package 4	Jhansi, Kanpur, & Prayagraj	175	

Bus Procurement and Charging Infrastructure cost*

Sl.No.	Particulars	Localisation Percentage	Procurement Cost/ Unit
1.	Contracted Buses (AC Midi EV Bus)		
2.	Charging infrastructure		

**not to be evaluated*

Date:

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

REQUEST FOR PROPOSAL (RFP)

For selection of

OPERATOR/s

for

Procurement, Operation and Management of
AC Midi Electric Buses for City Bus Services

in the cities of

Uttar Pradesh

on Gross Cost Contract (GCC) Basis

PART 2: RFP DOCUMENT **(Draft Agreement)**

September 2019

Directorate of Urban Transport
Department of Urban Development
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010

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This Agreement is made and executed at _____ on this [_____] of [_____] in the year Two Thousand and ____ by and

Between

_____, a Company created under Company's Act, 1956/2013 acting through its Managing Director, having its registered office at _____ (hereinafter referred to as "**Authority**", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[_____] a [_____] incorporated under the Company's Act, 2013 acting through [_____] having its registered office at [_____] (hereinafter referred to as "**Operator**", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

- A. With a view to provide mobility solutions, development of urban transport infrastructure and an organised and affordable public transport services, Directorate of Urban Transport ("**Directorate**"), the nodal agency for planning, development and management of urban transport projects and schemes in the state of Uttar Pradesh is envisaging to upgrade and expand the City Bus Systems of various cities across the state.
- B. The Directorate intends to provide Bus Service in the [Bus Service Area]¹ by seeking private sector participation. The Directorate seeks to appoint an Operator through a transparent competitive bidding process, who shall inter-alia be responsible for setting up of the Maintenance Depots on Build, Own, Operate and Transfer basis; finance, procurement, supply, operation and maintenance of Contracted Buses, along with planning, designing, installation, operation and maintenance of Charging Infrastructure on Gross Cost Contract Basis as per the Standards, Specifications and terms provided herein in the RFP ("**Project**").

¹ Strike out whichever is not applicable

- C. As a part of this endeavour, the Directorate had invited Bids through an open competitive bidding process by prescribing certain Technical and Financial terms and conditions vide its Request for Proposal No. RFP/01/UTD/2019-2020 dated [] for the Project.
- D. After evaluation of the bids received, the Directorate had accepted the Bid of the {selected bidder/ Consortium} (the “**Selected Bidder**”) and issued its Letter of Award No. dated (hereinafter called the “**LOA**”) to the Selected Bidder requiring, inter alia, the execution of this Agreement within 15 (fifteen) days of the date of issue thereof.
- E. The Selected Bidder has since promoted and incorporated the _____ as a limited liability company under the Companies Act 2013, and has requested the Directorate to accept the Operator as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for undertaking the Project.
- F. By its letter dated _____, the Operator has also joined in the said request of the Selected Bidder to the Directorate to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Operator has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.
- G. The Directorate has agreed to enter into this Agreement with the Operator for Supply-cum-Operation and Maintenance of Contracted Buses on Gross Cost Contract basis and for setting up of the Maintenance Depots at identified locations on BOOT basis, subject to and on the terms and conditions set forth hereinafter.
- H. The Operator has submitted Performance Security of Rs. _____ in the form of Bank Guarantee from _____ Bank in favour of the Authority as prerequisite for signing of this Agreement.

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

1 ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 43) shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) references to “**construction**” or “**building**” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “**construct**” or “**build**” shall be construed accordingly;
- g) references to “**development**” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and “**develop**” shall be construed accordingly;
- h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- i) any reference to “**hour**” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- j) any reference to day shall mean a reference to a calendar day;
- k) reference to a “**business day**” shall be construed as reference to a day (other than a Sunday) on which banks in Uttar Pradesh are generally open for

- business;
- l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
 - m) any reference to “**quarter**” shall mean a reference to the period of three months commencing from April 1, July 1, October 1, and January 1, as the case may be;
 - n) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
 - o) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
 - p) Words in the singular include the plural and vice-versa;
 - q) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
 - r) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
 - s) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - t) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
 - u) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (u) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
 - v) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;
 - w) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - x) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an

Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

- y) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damage**”); and
- z) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and Arithmetic Conversions

1.3.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

1.4 Priority of Agreements, Clauses and Schedules

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

- a) this Agreement;
- b) all other agreements and documents forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

- b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between any value written in numerals and that in words, the latter shall prevail;
- e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- f) between any value written in numerals and that in words, the latter shall prevail.

2 ARTICLE 2: SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

2.1.1 The scope of the Agreement (the “**Scope of the Agreement**”) shall mean and include, during the Agreement Period, the following:

- a) supply of buses conforming to the Specifications and Standards set forth in Schedule 8 (the “**Contracted Buses**” or “**Buses**”) and in accordance with the provisions of this Agreement;
- b) Operation and Maintenance of Contracted Buses in accordance with the provisions of this Agreement; and
- c) Setting up and operation and maintenance of Maintenance Depot on the Depot Site/s specified in Schedule 5, in accordance with the provisions of this Agreement
- d) Planning, designing, procurement, supply, installation, operation and maintenance of required Charging Infrastructure for operation of Contracted Buses.

2.1.2 The detailed Scope of the Agreement to be rendered by the Operator has been set forth in Schedule 2.

3 ARTICLE 3: AWARD OF CONTRACT

3.1 The Contract

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority awards to the Operator the right to procure, supply, Operate and Maintain the Contracted Buses and construct, Operate and Maintain the Maintenance Depots for the period specified herein (the “**Contract**”) for a period of 10 years from the COD, and the Operator hereby accepts the Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.

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

- a) procure, and supply Contracted Buses in accordance with the provisions of this Agreement;
- b) Operate and Maintain the Contracted Buses in accordance with the provisions of this Agreement;
- c) Right of Way, access and licence in respect of Depot Sites for performing its Maintenance Obligations;

- d) finance, construct, Operate and Maintain the Maintenance Depots;
- e) perform and fulfil all of the Operator's obligations under and in accordance with this Agreement;
- f) save as otherwise provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement; and
- g) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-licence or part possession of the Maintenance Depots including the Depot Site, save and except as expressly permitted by this Agreement.

3.2 Agreement Period

- 3.2.1 The Agreement shall commence from the date when it is signed ("**Execution Date**").
- 3.2.2 The term of this Agreement ("**Contract or Agreement Period**") shall be a contiguous period comprising the (a) the "Bus Procurement & Delivery Period" including setting up of Maintenance Depots and Charging Infrastructure, beginning on the Execution Date and ending on the COD of 1st Lot of Contracted Buses and (b) the "Operations Period" beginning from COD and ending 10 (Ten) years from the COD ("**Operation Period**") during which period Operator shall operate and maintain the Contracted Buses on Bus Service Area on Gross Cost Contract basis as directed by Authority.
- 3.2.3 The COD shall begin from the date which is [240] days from Execution Date or date of deployment of 1st Lot of Contracted Buses, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- 3.2.4 In the event of termination, the Agreement Period shall be limited to the period commencing from the Execution Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein. The date on which the Agreement ends shall be termed the as Expiry Date ("**Expiry Date**").

4 ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

- 4.1.1 The respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4 (the "**Conditions Precedent**"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.
- 4.1.2 Authority's Conditions Precedent
The Authority shall fulfil the following Conditions Precedents within a period no later than 90 (ninety) days from the Execution Date. The Authority shall:

- a) Execute the Escrow Agreement as per Article 27 of this Agreement and in accordance with the format provided in Schedule 17;
- b) Execute the Depot License Agreement with the Operator as per the format provided in this Agreement;
- c) Handover Depot Sites for Maintenance Depots subject to the execution of the Depot License Agreement in accordance with the terms contained herein;
- d) Provide dedicated power supply for facilitating the Operator to setup the necessary Charging Infrastructure and other utilities i.e. water supply, sewerage connection at its own cost at the Maintenance Depot;
- e) Grant all approvals, permissions, and authorizations, within the competence of the Authority, that the Operator requires to complete the services under this Agreement subject to the condition that the Operator meets all the conditions needed to obtain these approvals;

4.1.3 Operator's Conditions Precedent

The Operator shall fulfil the following Conditions Precedents within a period no later than 90 (ninety) days from the Execution Date. The Operator shall:

- a) Execute the Escrow Agreement as per Article 27 of this Agreement and in accordance with the format provided in Schedule 17;
- b) Execute the Depot License Agreement with the Authority;
- c) Establish Office in [_____] and appoint Project Manager, Operations Director/Manager, Financial Manager, along with Supervisors for the purpose of the Project, according to the requirement, and in accordance with Applicable Law;
- d) delivered to the Authority from the Consortium Members, confirmation, in original, of the correctness of their representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1;
- e) Execute the Financing Agreements and deliver to the Authority 3 (three) true copies thereof, duly attested by a Director of the Operator;
- f) Deliver the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.
- g) Deliver to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof;

Provided that upon request in writing by the Operator, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Authority may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform

the other Party when any Condition Precedent for which it is responsible has been satisfied. For the avoidance of doubt, the Operator shall, upon satisfaction or waiver, as the case may be, of all the Conditions Precedent, notify the Authority of the occurrence of the “**Appointed Date**”.

4.2 Damages for delay or non-fulfilment of Conditions Precedent

4.2.1 In the event that (i) any Party does not fulfil any or all of the Conditions Precedent set forth in this Article 4 within the Appointed Date, and (ii) the delay has not occurred as a result of breach of this Agreement by the other Party, or due to Force Majeure, the Party shall pay to the other Party Damages in an amount calculated at the rate of 0.05% (zero point zero five percent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 3% (three per cent) of the Performance Security.

4.2.2 Without prejudice to the provisions of Clause 4.2.1, the Parties expressly agree that in the event the Appointed Date does not occur, for any reasons whatsoever other than due to Force Majeure event, within days specified at Clause 4.2.1 or within any further extended period mutually agreed between the Parties, all rights, privileges, claims, and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. In the event delay in occurrence of Appointed Date is attributable to the Operator, the Performance Security of the Operator shall be encashed and appropriated by the Authority as Damages thereof.

5 ARTICLE 5: OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

5.1.1 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder including the following obligations:

- a) Procure and deploy Contracted Buses as per Bus Delivery Schedule for providing Bus Service in accordance with the Fleet Deployment Plan and in accordance with terms and condition set forth in this Agreement.
- b) Plan, design, procure and install necessary Charging Infrastructure including charging equipment, Transformer and other civil installation required for charging and operation of Contracted Buses;
- c) Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction and operation of the Maintenance Depots for the maintenance of Contracted Buses and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder;
- d) Procure at its cost and expense, all Applicable Permits from Government Instrumentalities including but not limited, the certificate of registration, certification of fitness from the relevant RTO having jurisdiction over the

Project and shall operate and maintain the Buses in accordance with the terms and conditions of this Agreement.

- 5.1.2 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice.
- 5.1.4 The Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
- a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Contracted Buses and Maintenance Depots;
 - c) perform and fulfil its obligations under the Financing Agreements;
 - d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - e) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under this Agreement;
 - f) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;
 - g) ensure that Users are treated with due courtesy and provided with ready access to services and information;
 - h) support, cooperate with and facilitate the Government in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - i) take all reasonable precautions for the prevention of accidents on or around the Maintenance Depots and provide all reasonable assistance and emergency medical aid to accident victims; and
 - j) transfer the Maintenance Depots to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.

5.2 Obligations relating to Project Agreements

- 5.2.1 It is expressly agreed that the Operator shall, at all times, be responsible and liable for all its obligations under this Agreement, notwithstanding anything contained in this Agreement or any other agreements, and no default under this Agreement or any other agreements shall excuse the Operator from its obligations or liability hereunder.

- 5.2.2 The Operator shall submit to the Authority the drafts of all Project Agreements or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Operator shall submit to the Authority a true copy thereof, duly attested by a Director or any person authorised by the Board of Directors of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.
- 5.2.3 The Operator shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Operator shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Operator.
- 5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites, without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-lease, sub-licence, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws.
- 5.2.5 The Operator shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the “**Covenant**”). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Operator expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(s) of each of the Project Agreements, whereunder such counter party(s) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in

the event of Termination or Suspension.

- 5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

- 5.3.1 The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.
- 5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that:
- a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty five per cent) or more of the total Equity of the Operator; or
 - b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Lead Member or its holding company by another overseas entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions

of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.

For the purposes of this Clause 5.3.2:

- i. the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Operator;
- ii. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and
- iii. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Operator, not less than half of the directors on the Board of Directors of the Operator or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Operator shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Operator.

5.4 Obligations relating to employment of Foreign Nationals

- 5.4.1 The Operator acknowledges, agrees and undertakes that employment of foreign personnel by the Operator and/or its Contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Operator and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Operator or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Operator from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Obligations relating to employment of Staff

- 5.5.1 The Operator shall ensure that the Staff engaged by it in the performance of its obligations under this Agreement are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions.
- 5.5.2 The Operator shall appoint such persons as Drivers who fulfil the following requirements:
- a) Is a holder of a valid Driving license in accordance with the Motor Vehicle Act, 1988, for the last 5 (five) years preceding the date of employment;

- (the Operator to submit copies of the licenses of all such Drivers appointed by it to the Authority for its record);
- b) Has passed Class Eight examination from any recognized School;
 - c) Possesses minimum 3 (three) years' experience of driving heavy transport vehicles in India;
 - d) Shall have a minimum height of 5' 3";
 - e) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;
 - f) Should not have any pending cases related to fatal accidents or traffic fines due;
 - g) Should meet all requirements specified in The Central Motor Vehicle Rules, 1989.
- 5.5.3 The Operator prior to putting any Driver on the work of running Contracted Buses under this Agreement, must ensure that each such Driver receives a combination of classroom instruction and behind-the-wheel instruction as specified in Clause 23.2.3 sufficient to enable each Driver to operate the Contracted Bus in a safe and efficient manner in terms of this Agreement.
- 5.5.4 The Operator shall ensure that each Driver receives refresher training course from time to time during the duration of the Operation Period as specified in Clause 23.4.
- 5.5.5 The Authority may require the Operator to immediately remove any staff member/ personal employed by the Operator for the purpose of the Project, who in the opinion of the Authority:
- a) persists in any misconduct;
 - b) is incompetent or negligent in the performance of his duties,
 - c) fails to conform with any provisions of this Agreement, or
 - d) persists in any conduct which is prejudicial to the safety and security of the Users and general public.
- 5.5.6 The Operator shall be solely and exclusively responsible for all Drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision so as to provide Bus Service in a safe and efficient manner to the public.
- Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Agreement Period or thereafter; the Operator undertakes to keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons.*
- 5.5.7 The Operator shall ensure that all Drivers, personnel and staff wear uniform and are always well behaved and courteous with Passengers and officials of the Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms are worn by Drivers and any other personnel and staff employed by it at all times when they are on duty or doing any act in

relation to the Project under this Agreement.

- 5.5.8 The Operator shall be responsible for all the costs and expenses for employment of Drivers and other personnel including but not limited to expenses for travel, training of Staff, and payment to vendors engaged by the Operator in connection with the implementation of this Project.
- 5.5.9 The Operator shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement by exercising supervision and control over the establishment.
- 5.5.10 The Operator shall obtain registration of its establishment under Section 7 of the Agreement Labour (Regulation and Abolition) Act, 1970.
- 5.5.11 The Operator shall be responsible for employing any and all manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Agreement, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Agreement Labour (Regulation and Abolition) Act, 1970 and all such statutory provisions in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of the aforesaid Acts.
- 5.5.12 **Appointment of Operator's Manager**
The Operator shall appoint qualified personnel to supervise and manage day to day operations and maintenance of the Contracted Buses and to act as a single point contact to manage all the communications and correspondence with Authority ("**Operations Manager**").
- 5.6 Advertisement and Branding of Buses**
- 5.6.1 The Contracted Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Operator or its shareholders, save to the extent as provided in Clause 16.10. The Operator undertakes that it shall not, in any manner, use the name or identity of the Project shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.
- 5.7 Obligations regarding risk of loss or damage**
- 5.7.1 The Operator shall bear the risk of loss in relation to each Bus for the performance of its Operation and Maintenance Obligations hereunder.
- 5.7.2 The Operator shall take or cause to be taken all steps necessary under

Applicable Laws to protect the Authority against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.

5.8 Obligations relating to information

5.8.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Operator shall provide such information to the Authority forthwith and in the manner and form required by the Authority.

5.8.2 After receiving a notice from the Authority for reasoned comments on the accuracy and text of any information relating to the Operator's activities under or pursuant to this Agreement which the Authority proposes to publish, the Operator shall provide such comments to the Authority in the manner and form required by the Authority.

5.9 Obligations relating to aesthetic quality

5.9.1 The Operator shall maintain a high standard in the appearance and aesthetic quality of the Project and achieve integration of the Contracted Buses and Maintenance Depots with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Operator shall engage professional architects, town planners and consultants of repute for ensuring that the design of the Project meets the aforesaid aesthetic standards.

5.10 Obligations relating to noise control

5.10.1 The Operator shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Contracted Buses and the Maintenance Depots and its impact on Users and the neighbourhood.

5.11 Facilities for physically challenged and elderly persons

5.11.1 The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Contracted Buses.

5.12 Obligations relating to Charging Infrastructure

5.12.1 The Operator agrees that it shall provide for Charging Infrastructure at the Maintenance Depots for minimum [_____] Contracted Buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Contracted Buses and no other purpose whatsoever.

5.12.2 The Operator agrees that it shall present the best solution in terms of Contracted Bus, capacity of batteries, Charging Infrastructure, charging time etc. looking to the operational requirements of Bus Services.

5.12.3 The Charging Infrastructure installed shall comply with "Charging Infrastructure

for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

5.13 Obligation relating to payment of Utilities and Other Taxes

- 5.13.1 The Operator shall make timely payment of all taxes and duties due and payable under Applicable Law.
- 5.13.2 The Operator shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.
- 5.13.3 The Operator shall bear the cost associated with electricity and water or any other utilities used for the Project during the subsistence of the Agreement.

6 ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- a) provide Depot Sites (along with any buildings, constructions or immovable assets, if any, thereon), free from encumbrances, on licence for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement;
 - b) provide, or cause to be provided, road connectivity at any location on the boundary of the Maintenance Depots;
 - c) provide, or cause to be provided, reasonable support to the Operator in procuring electric transmission lines and sub-station, at any location situated within 500 m (five hundred meters) of the boundary of the Maintenance Depots.;
 - d) upon written request from the Operator, assist the Operator in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity for the Maintenance Depots;
 - e) upon written request from the Operator, provide the Operator with competent and trained employees to assist the Operator in carrying out its duties under this Agreement;
 - f) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring Applicable Permits, including environmental for construction and operation of the Maintenance Depots, required from any Government Instrumentality for implementation and operation of the objectives set forth in this Agreement;;
 - g) Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO, and allow the Operator to operate the Contracted Buses in accordance with the Fleet Deployment Plan;

- h) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
- i) support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- j) upon written request from the Operator and subject to the provisions of Clause 5.4, provide reasonable assistance to the Operator and any expatriate personnel of the Operator or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Operator or its Contractors their obligations under this Agreement.

7 ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Operator

7.1.1 The Operator represents and warrants to the Authority that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- e) it is subject to the laws of India, the State Government of Uttar Pradesh and local laws of [_____] ², and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of Operator's constitution documents {or those of any member of the Consortium} or any Applicable Laws or any covenant, agreement, Agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) there are no actions, suits, proceedings, or investigations pending or, to Operator's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which

² Name of the City

- individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Authority Instrumentality which may result in any material adverse effect on the Operator's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
 - j) it has complied with Applicable Laws in all material respects and has not been subject to any penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
 - k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the Selected Bidder/ Consortium Members, shall hold not less than (i) 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of 3 (three) years from the date of COD; and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term;
 - l) [] has the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
 - m) [] is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
 - n) all its rights and interests in the Maintenance Depots shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
 - o) no representation or warranty by the Operator contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
 - p) no sums, in cash or kind, have been paid or will be paid, by the Operator or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
 - q) all information provided by the [Selected Bidder/ Consortium Members] in response to the Request for Qualification and Request for Proposals or

otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

7.2 Representations and Warranties of the Authority

7.2.1 The Authority represents and warrants to the Operator that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- c) it has the financial standing and capacity to perform its obligations under this Agreement;
- d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Authority Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- f) it has complied with Applicable Laws in all material respects;
- g) it has good and valid right to the Depot Sites, and has power and authority to grant a licence, in respect thereto to the Operator;
- h) all information provided by the Authority in the RFP in connection with the Project is to the best of its knowledge and belief true and accurate in all material aspects;
- i) upon the Operator submitting the Performance Security and complying with the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Operator, subject to and in accordance with the provisions of this Agreement

7.3 Disclosure

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

8 ARTICLE 8: DISCLAIMER

8.1 Disclaimer

8.1.1 The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the RFP, Scope of Work, Specifications and Standards, availability of Maintenance Depot, local conditions, traffic conditions, quality parameters, and all information provided by the Authority or obtained, procured

or gathered otherwise and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.

- 8.1.2 The Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator or any person claiming through or under it.
- 8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.
- 8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, such Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Operator pursuant to this Agreement.
- 8.1.5 Except as otherwise provided in this Agreement, all other risks relating to the Agreement shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof.

9 ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

- 9.1.1 The Operator shall, for the due and faithful performance of its obligations hereunder during the Agreement Period, provide to the Authority, 15 (fifteen) days before the Execution Date, an irrevocable and unconditional bank guarantee from a Bank for a sum equivalent to Rs. _____ Crore (Rupees _____ crore only) in the form set forth in Schedule 1 (the “**Performance Security**”). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator. In the event, the Operator fails to provide the requisite Performance Security as specified above, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and cancel the Letter of Award (LoA).
- 9.1.2 The Operator shall maintain a valid and binding Performance Security for a period of 120 (One Hundred and Twenty) days beyond the Expiry Date.

- 9.1.3 The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a) in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
 - b) in relation to Operator Default in accordance with the terms contained herein.
- 9.1.4 At any time during the Term of this Agreement, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within 30 (thirty) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which shall be considered as Operator Default as per Clause 32.1.
- 9.2 Release of Performance Security**
- 9.2.1 The Performance Security shall remain in force and effect during the Contract Period and shall returned to the Operator upon Termination of this Agreement upon Authority Default within 120 (one hundred twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.
- 9.3 Additional Bank Guarantee for Demand Incentives**
- 9.3.1 The Selected Bidder/Operator shall deposit additional Bank Guarantee of equivalent amount of Demand Incentives to be received under FAME II Scheme prior 15 days of Execution Date. The said Bank Guarantee remain valid till 5 (five) years from the Execution Date.

10 ARTICLE 10: SITE FOR MAINTENANCE DEPOTS

10.1 Site for the Maintenance Depots

- 10.1.1 The site for the Maintenance Depots is given at Schedule 5 and in respect of which Right of Way shall be provided and granted by the Authority to the Operator as a licensee under and in accordance with this Agreement (“**Depot Site**”).

10.2 Licence and Right of Way for Depot Sites

- 10.2.1 The Authority hereby grants to the Operator access to the Depot Site for carrying out any surveys, investigations and soil tests that the Operator may deem necessary prior to the Appointed Date. It is being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Operator on or about the Depot Site pursuant hereto in the event of Termination or otherwise.
- 10.2.2 In consideration of the license fee of [Rs. 1 (Rupee One) per annum,] this Agreement and the covenants and warranties on the part of the Operator herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Operator, effective from the dates specified in this

Clause 10.2, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Depot Sites at [] which is described, delineated and shown in Schedule 6 hereto (the “**Licensed Premises**”), on an “as is where is” basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of this Agreement and, solely for the purposes permitted under this Agreement, and for no other purpose whatsoever.

- 10.2.3 The Authority shall provide and grant to the Operator, vacant access, constructive possession and Right of Way to the Depot Sites on or prior to the Appointed Date.
- 10.2.4 The Authority shall, at its own cost and expense, provide, or cause to be provided road connection between the boundary of the Depot Site(s) and the nearest major road, no later than the Appointed Date.
- 10.2.5 The Operator hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Operator, a transfer or surrender of the license granted/ to be granted pursuant hereunder, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Operator consents to it being registered for this purpose.

10.3 Inspection of the Depot Site

- 10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Operator shall, on a mutually agreed date and time, inspect the Depot Site and prepare a memorandum containing an inventory of the Depot Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Depot Site. Such memorandum shall have appended thereto an appendix (the “**Appendix**”) specifying in reasonable detail those parts of the Depot Site to which vacant possession has not been granted to the Operator. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Operator for free and unrestricted use and development of the vacant and unencumbered Depot Site during the Contract Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that possession with respect to the parts of the Depot Site as set forth in the Appendix shall be deemed to have been granted to the Operator upon vacant access thereto being provided by the Authority to the Operator.
- 10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Depot Site/s required and necessary for the Maintenance Depots and in the event Appointed Date is delayed solely on account of delay in grant of

such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.

- 10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Operator shall maintain a round-the-clock vigil over the Depot Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Operator shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.
- 10.3.4 The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for [ancillary buildings and electric sub-stations or for] construction of works specified in Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Depot Site and vest in the Authority; provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from [the Appointed Date or the date of Change of Scope Order, as the case may be,] require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.4 shall be borne by the Authority in accordance with Applicable Laws; provided also that the land to be acquired by the Authority hereunder as a part of the Depot Site shall be deemed to be included in the Appendix referred to in this Clause 10.3.1 and dealt with in accordance with the provisions thereof. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.4 Depot Site to be free from Encumbrances

- 10.4.1 Subject to the provisions of Clause 10.3, the Depot Site shall be made available by the Authority to the Operator pursuant hereto free from all Encumbrances and occupations and without the Operator being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, possession and use of such Depot Site for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement. It is further agreed that the Operator accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Depot Site.

10.5 Protection of Depot Site from encroachments

- 10.5.1 During the Contract Period, the Operator shall protect the Depot Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Operator to place or create any Encumbrance or security interest over all or any part of the Depot Site or the Project Assets, or on any rights of the Operator therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

- 10.6.1 The Operator shall bear all costs and charges for any special or temporary Right of Way required by it in connection with access to the Depot Site. The Operator shall obtain at its cost such facilities on or outside the Depot Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

10.7 Access to the Authority

- 10.7.1 The licence, right of way and right to the Depot Site granted to the Operator hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

- 10.8.1 It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Operator under this Agreement, and the Operator hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest. Such rights, interest and property on or under the Depot Sites shall vest in and belong to the Authority or the concerned Government Instrumentality. The Operator shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority and the concerned Government Instrumentality forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Operator hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period so as to enable the Operator to continue its construction works with such modifications as may be deemed necessary.

10.9 Felling of trees

- 10.9.1 The Authority shall assist the Operator in procuring the Applicable Permits for felling of trees to be identified by the Operator for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Maintenance Depots, as the case may be. In the event of any delay in felling thereof for reasons beyond the control of the Operator, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Operator and any revenues thereof shall be paid to the Authority.

11 ARTICLE 11: UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing Utilities and Roads

- 11.1.1 Notwithstanding anything to the contrary contained herein, the Operator shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Depot Site are enabled by it to keep such utilities

in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Operator, initiate and undertake at the Operator's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing Utilities

11.2.1 The Operator shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Depot Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Maintenance Depots. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Operator shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3 New Utilities and Transport systems

11.3.1 The Operator shall allow, subject to such conditions as the Authority may specify, access to, and use of the Depot Sites for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Operator, it may require the user of the Depot Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Depot Site under this Clause shall not in any manner relieve the Operator of its obligation to maintain the Maintenance Depot in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

12 ARTICLE 12: CONSTRUCTION OF THE MAINTENANCE DEPOTS

12.1 Maintenance Depots

12.1.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall construct and operate maintenance depots in accordance with the provisions of this Article 10 (the "**Maintenance Depots**").

12.1.2 Maintenance Depots shall be set up by the Operator on the Depot Sites to be provided by the Authority at [_____] and [_____] and [_____] in accordance with the provisions of Article 10.

12.1.3 The Operator shall be responsible, at its own cost and expense, for construction, operation and maintenance of all infrastructure inside the Maintenance Depots.

12.1.4 The Maintenance Depots shall have provisions for repair and maintenance of at least [25/50/100] Contracted Buses at a time, required Charging Infrastructure and parking facility for the entire Fleet of Contracted Buses.

12.1.5 The Authority shall provide 11 KV connection for charging of Contracted

Buses. Subject to Clause 5.2, supply of electricity and water at the Maintenance Depots shall be procured by the Operator at its own expense and the Operator shall provide for a sub-station for step-up and step-down of power within the Maintenance Depots. It is clarified that the distribution of power for the purpose of charging Contracted Buses shall be arranged by the Operator and it shall procure Applicable Permits for the same.

12.2 Maintenance Facilities

12.2.1 The Operator shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment shall include:

- a) Required Charging Infrastructure;
- b) Idle/Night Parking facility;
- c) Workshop Area
 - i. pits for inspection and maintenance;
 - ii. tools and equipment for routine servicing;
 - iii. mechanical repairs;
 - iv. facilities for changing/maintaining tires
 - v. Painting and denting section
- d) Washing Area
 - i. Washing Ramp & Washing Bay
 - ii. Drying Area
 - iii. Water Tank
- e) Storage for Spares/Tools etc.
- f) Facilities & Utilities
 - i. Administration and Operation office
 - ii. Crew Rest Rooms
 - iii. Toilet and Utility Blocks
 - iv. Fire Fighting
 - v. Compressor Room
 - vi. Scrap Yard
 - vii. General Parking
 - viii. Security Office
- g) Circulation Area/ Paved Areas
- h) Wi-Fi data retrieval and diagnostic system facilities; and
- i) hardware (2 (two) desktop computers) and software for the Maintenance Management Information System (the “MMIS”).

12.3 Obligations prior to commencement of Construction

12.3.1 Prior to commencement of Construction Works, the Operator shall:

- a) submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Maintenance Depots in accordance with the Maintenance Depot Completion Schedule as set forth in Schedule 6;
- b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

- c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
- d) make its own arrangements for quarrying of materials needed for the Maintenance Depot under and in accordance with the Applicable Laws and Applicable Permits.

12.4 Maintenance during Construction Period

12.4.1 During the Construction Period, the Operator shall maintain, at its cost, the existing roads along the alignment of the Maintenance Depots so that their traffic worthiness and safety are at no time materially inferior as compared to their condition 7 (seven) days prior to the date of this Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Operator may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice. For the avoidance of doubt, it is agreed that the Operator shall at all times be responsible for ensuring safe operation of the existing roads.

12.5 Drawings

12.5.1 In respect of the Operator's obligations relating to the Drawings of the Maintenance Depot as set forth in Schedule 6, the following shall apply:

- a) The Operator shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Maintenance Depot Completion Schedule, 3 (three) copies each of all Drawings to the Authority for review.
- b) By submitting the Drawings for review to the Authority, the Operator shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.
- c) Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Operator with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Operator shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk.
- d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Operator and resubmitted to the Authority for review. The Authority shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.
- e) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

- f) Within 90 (ninety) days of COD, the Operator shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium and manner as may be acceptable to the Authority, reflecting the Maintenance Depots as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Maintenance Depots and setback lines, if any, of the buildings and structures.

12.6 Completion of the Maintenance Depot

12.6.1 On or after the Appointed Date, the Operator shall undertake construction of the Maintenance Depots as specified in Schedule 6, and in conformity with the Specifications and Standards as per Good Industry Practice. The [150] day from the Appointed Date shall be the scheduled date for completion of the Maintenance Depots (the “**Scheduled Maintenance Depot Completion Date**”) and the Operator agrees and undertakes that the Maintenance Depot shall be completed on or before the Scheduled Maintenance Depot Completion Date.

12.6.2 The Operator shall construct the Maintenance Depot in accordance with the Maintenance Depot Completion Schedule set forth in Schedule 6. In the event that the Operator fails to achieve any Project Milestone within a period of 30 (thirty) days from the date set forth for such Project Milestone in Schedule 6, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Maintenance Depot Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule 6 shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule 6 has been amended as above; provided further that in the event Maintenance Depot Completion is achieved on or before the Scheduled Maintenance Depot Completion Date, the Damages paid under this Clause 12.6.2 shall be refunded by the Authority to the Operator, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.6.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.6.3 In the event that the Maintenance Depot is not completed and Maintenance Depot Completion does not occur even within 270 (two hundred seventy) days from the Appointed Date after exercising all measures as mentioned in Clause 12.6.2, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.7 Construction of Funded Works

12.7.1 The Authority acknowledges, agrees and undertakes that it shall, in accordance with the provisions of this Clause 12.6, reimburse the capital costs incurred by the Operator for and in respect of the construction works referred to in Clause 12.6.2 (the “**Funded Works**”).

- 12.7.2 The Parties acknowledge and agree that the lump sum costs of all construction works comprising Funded Works (Schedule 6), shall be deemed to be **Rs. 5.00 crore (Rupees Five Crore)**. The Parties further agree that the amount specified hereinabove shall be modified to the extent of variation in WPI occurring between the Bid Due Date and the Appointed Date, and the amount so revised shall be due and payable to the Operator. The Parties also acknowledge that the aforesaid costs of Funded Works have not been included in the figure specified in the definition of Total Project Cost.
- 12.7.3 The Operator acknowledges and agrees that the capital cost of each of the Funded Works shall be deemed to be equal to the lump sum amount specified in Schedule 6 and the aggregate thereof shall not exceed the amount specified in Clause 12.6.2. The Operator further agrees and undertakes that any expenditure in excess thereof shall, save and except where such excess is on account of Force Majeure, Change of Scope or Change in Law, as the case may, be borne entirely and solely by the Operator. For the avoidance of doubt, the Parties expressly agree that any additional costs incurred by the Operator on account of Force Majeure, Change of Scope or Change in Law, as the case may be, shall be reimbursed forthwith by the Authority.
- 12.7.4 Without prejudice to the provisions of Clauses 12.6.2 and 12.6.3, the Authority shall pay to the Operator, in 4 (four) equal instalments, the lump sum amount due and payable for each of the Funded Works, upon the Operator completing about 30% (thirty per cent), 60% (sixty per cent), 80% (eighty per cent) and 100% (one hundred per cent) of the respective Funded Works. For the avoidance of doubt, the Parties agree that the provisions of this Clause 12.6 shall be applied individually, and not collectively, to each of the Funded Works.
- 12.7.5 All Funded Works shall be constructed by the Operator as if they are Construction Works forming part of the Project, and the provisions of this Agreement shall apply *mutatis mutandis* to such Funded Works, save and except as otherwise provided in this Clause 12.6.
- 12.7.6 In the event of Termination occurring prior to completion of Funded Works, the Authority shall pay to the Operator a sum equal to: (a) 75% (seventy five per cent) of the fair value of the Funded Works undertaken until the Transfer Date if such Termination occurs on account of a Operator Default or a Non-Political Event, or (b) 110% (one hundred and ten per cent) of such fair value if Termination occurs on account of an Authority Default, a Political Event or an Indirect Political Event. The Parties further agree that any amount paid by the Authority to the Operator in pursuance of the provisions of Clauses 12.6.4 shall also be deducted from the amount payable hereunder.

13 ARTICLE 13: CONTRACTED BUSES

13.1 Procurement and Deployment of Contracted Buses

- 13.1.1 The Operator shall procure the Contracted Buses in accordance with Technical Specification provided in Schedule 8; and shall ensure Readiness of Contracted Buses for commencement of Services; and deploy the Contracted Buses as per the Fleet Deployment Plan provided in Schedule 12 to this Agreement.

- 13.1.2 The Operator further agrees that prior to procurement of Contracted Buses, it shall procure a sample Bus that conforms to the Specifications and Standards (“**Prototype**”) for the approval of the Authority in accordance with Clause 13.4.

13.2 Ownership of Contracted Buses

- 13.2.1 The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.

13.3 Investment of Contracted Buses

- 13.3.1 The investment towards procurement of Prototype and Contracted Buses shall be made by the Operator. The Contracted Buses shall be procured by the Operator on his own through negotiations with the OEM/s.
- 13.3.2 At all stages of procurement, the Operator shall keep the Authority informed about the progress of procurement, bus building and delivery.
- 13.3.3 The Operator shall satisfy the Authority regarding the terms of the procurement of Contracted Buses and particularly the price being the most competitive offer as also being comparable to market price for same bus sold to other customers.

13.4 Prototype

13.4.1 Design Report

- a) The Operator shall, within 30 (thirty) days from the Execution Date, provide to the Authority [3 (three)] copies of the Designs and Drawings of the Prototype as per Schedule 6.
- b) The Authority shall depute a team of experts for undertaking a review of the Designs and Drawings and for submitting a report (the “**Design Report**”) within 15 (fifteen) days from the date of receiving the Designs and Drawings. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority.
- c) Pursuant to the Design Report or otherwise, the Operator shall carry out such modifications in the Designs as may be necessary for conforming with the Specifications and Standards.
- d) The Authority expressly agrees that it shall, subject to the provisions of this Agreement and Applicable Laws, maintain the confidentiality of Designs and Drawings provided to it by the Operator and shall endeavour to protect the Intellectual Property rights of the Operator, if any, therein.

13.4.2 Quality of Materials

- a) The OEM appointed by the Operator shall procure material as per Indian Standards and Good Industry Practice. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred/ indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- b) The OEM can use any material out of the lots, which have been approved by a Authorised Laboratory. A Certificate to that effect along with copies of the latest Laboratory Test Report (as per Specification of this Agreement from CIRT, Pune/ ARAI, Pune/ BIS approved Labs) shall be submitted to Authority at the time of inspection.
- c) The OEM shall obtain type approval of all safety critical items/ materials from the Authorized Testing Agencies before use. The OEM shall provide a list of such items along with their Certificates to the Authority.
- d) Cost of all tests, analysis, and patent rights would be borne by the OEM.

13.4.3 Purchase of Material

- a) Material purchase orders of the OEM must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-à-vis those specified in the Contract;
- b) In addition, copies of invoices of respective Manufacturers from whom these material had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage in the Contracted Bus;
- c) For items/ materials to be used as per BIS/ AIS/ASRTU Standards, the OEM shall show and furnish a copy of Laboratory Test Certificate from BIS approved Laboratories near the location of Bus Bodybuilder in respect of material proposed to be used in the body building of the Contracted Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.

13.4.4 The Operator shall conform in all respect to provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and Central Motor Vehicle Rules, 1989 (or latest) / Uttar Pradesh Motor Vehicle Rules currently in force in Uttar Pradesh or to any other statutory modifications or enactment thereof in such Act & Rules from time to time.

13.4.5 Inspection and Testing

- a) Prior to delivery of Prototype and other Contracted Buses, the Operator shall carry out, or cause to be carried out, at its own cost and expense, all Tests in accordance with Good Industry Practice and such other tests that the Operator may consider necessary to demonstrate that the Prototype complies in all respects with the Specifications and Standards. The Operator shall provide to the Authority forthwith, a copy of the Inspection Report on each Test containing the results of such Test and the action, if any, that it proposes to take for compliance with the Specifications and Standards.

- b) The Operator shall, with at least 15 (fifteen) days' notice to the Authority, convey the date, schedule and type of tests that shall be conducted on the Prototype and other Contracted Buses at the OEM's plant and the Authority shall have the right, but not the obligation, to nominate its Representative to witness the tests. It is clarified that all costs incurred on account of the visit of Authority's Representatives to the OEM's plant shall be borne by the Operator.
- c) Authority or Representative of the Authority may carry out inspection of Prototype and other Contracted Buses at any of the following stages.
 - i. Structural Inspection: Structural assembly stage before panelling;
 - ii. Final Inspection: After completion after panelling, and equipping of Prototype and other Contracted Buses
- d) The Authority's Representative shall make a report forthwith on the tests witnessed by it and provide a copy thereof for review. The Operator shall, prior to dispatch of the Prototype and other Contracted Buses, procure that defects and deficiencies, if any, are rectified and the Prototype and other Contracted Buses conforms with the Specifications and Standards.
- e) The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Operator at the time of inspection. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for Prototype or any other Contracted Buses, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Operator.
- f) In the event of failure of any Test specified in Clause 13.4.5 (a & e), the Operator shall rectify the defect and conduct repeat Tests, and the procedure specified in this Clause 13.4.5 shall apply *mutatis mutandis* to such repeat Tests.

13.4.6 Supply of Prototype

- a) The Operator shall, no later than 90 (ninety) days from the Execution Date, procure and deliver a Prototype and demonstrate to the Authority, tests and trials in accordance with the provisions of Clause 13.4.5.
- b) In the event that the Operator fails to deliver the Prototype within the period specified above, the Authority may recover from the Operator an amount equal to 0.1% (Zero point one percent) of the Performance Security as Damages for each day of delay; provided that such Damages shall not exceed a maximum of 30 (thirty) days of delay.

13.4.7 Acceptance of Prototypes

- a) The Authority shall, no later than 30 (thirty) days after successful completion of the Tests, Trial-Run conducted by the Operator at [_____], communicate its acceptance of the Prototype to the Operator.
- b) The Parties expressly agree that conducting Tests by the Authority shall not relieve or absolve the Operator of its obligations and liabilities under this Agreement in any manner whatsoever.

13.5 Delivery of Contracted Buses

13.5.1 Upon approval of the Prototype in accordance with the provision of Clause 13.4.7, the Operator shall procure and deliver Contracted Buses in accordance with the provisions of Bus Delivery Schedule and shall comply with timelines specified therein. The Operator agrees that the Contracted Buses shall include the same Specifications and Standards as the approved Prototype provided in Clause 13.4.

13.5.2 Delivery of Prototype Bus and thereafter other Contracted Buses (“**Bus Delivery Schedule**”) shall be as follows:

Sl.No.	Time	Delivery of Contracted Buses
1	Within 90 days from Execution Date	Prototype ³
2	Within 120 days of approval of Prototype	First Lot of 100 Contracted Buses
3	Within 180 days of approval of Prototype	Second Lot of 75 Contracted Buses

13.5.3 Operator shall intimate Authority at least 15 days prior to any inspection at OEM’s premises failing which Authority shall not be liable for delay in inspection and delivery of Contracted Buses. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Operator. Delay in delivery of Contracted Buses on account of late inspection and delay in submission of Inspection Report by the Authority for the affected quantity shall be entirely attributable to the Authority.

13.5.4 The Authority shall issue Pre-Dispatch Inspection Certificate within seven (7) days of satisfactory inspection of Contracted Buses. Operator shall dispatch Contracted Buses only after attending defects/ deficiencies observed during Pre-Dispatch Inspection.

13.5.5 Operator shall deliver the Lot of Contracted Buses at the place/places as shall be specified by the Authority, not later than the dates/schedule specified herein.

13.5.6 Failure to comply with Bus Delivery Schedule shall attract pre-defined liquidated damages and other provisions of the Contract.

13.6 Delay in Delivery of Contracted Buses

13.6.1 If the Operator fails to complete the delivery of Contracted Buses within the Bus Delivery Schedule specified in the Clause 13.5.2 and if the Operator is not able to cure such Default within the next milestone of the Contracted Bus Delivery Schedule, by supplying combined quantity of Contracted Buses for both the milestones the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages of Rs. @ Rs. 5000/- (Rupees Five thousand only), per Contracted Bus per day of delay.

13.6.2 In the event of the delivery of Contracted Buses is delayed beyond the stipulated

³ The Number of Prototype based on the Number of Cities/Package to be decided and finalised in consultation with the Authority/Directorate.

Bus Delivery Schedule as per Clause 13.5.2 and within the period of additional 60 days after expiry of the Bus Delivery Schedule, the Authority shall not accept delivery of number of delayed Contracted Buses beyond above mentioned time period unless such occurrence (delay in Contracted Bus) is not attributable to Force Majeure Events.

13.7 Consequences of Non-adherence to the Delivery Obligations

- 13.7.1 In case of the Operator fails to deliver the respective Lot of Contracted Bus as per stipulated schedules and timelines and as specified in Clause 13.5.2, after exercising all remedial measures provided in elsewhere in this Agreement, it shall be considered Operator's Default.
- 13.7.2 Notwithstanding above, in case of delay in delivery of Contracted Buses by the Operator pursuant to Clause 13.7.1 above, the number of Contracted Buses which are to form part of the contracted Fleet shall be reduced by only the number of Contracted Buses delivered and accepted by the Authority.
- 13.7.3 With pursuant to Clause 13.7.2 above, in case of reduction in size of the Contract, the Operator shall replace the amount of Performance Security calculated as per the revised Contract size.

13.8 Readiness for Commencement of Service

- 13.8.1 The Operator agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice for achieving Readiness for Commencement of Services. Without limiting the generality of the foregoing, the such activities shall include:
- a) Joint inspection of Contracted Buses with the Authority;
 - b) Certificate of Registration;
 - c) Certificate of Fitness;
 - d) Payment of Taxes;
 - e) Insurance of Contracted Buses as specified in Article 25;
 - f) Installation of required Charging Infrastructure at Maintenance Depots and
 - g) Any other readiness related activity to ensure roadworthiness of the Contracted Buses.
- 13.8.2 The Operator shall achieve Readiness for Commencement of Bus Service for each Lot of Buses procured by it in accordance with Article 14, no later than 30 (thirty) days from the date of delivery of such Lot of Buses, or any extended period as may be agreed upon by the Parties.
- ### **13.9 Damage due to Accident**
- 13.9.1 The Operator shall be liable for any damage to the Contracted Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Contracted Bus such that the Contracted Bus conforms to the Specifications and Standards, to the satisfaction of the Authority.
- 13.9.2 The Operator agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by affected parties, as a result of such accident of the Contracted Bus and the Operator agrees that it

shall keep the Authority indemnified against any third-party claims arising from such accidents.

- 13.9.3 The Operator shall notify about such accident within 1 (one) hour of its occurrence and in the event, such accident involves any fatality, the Operator shall remain bound to intimate within 5 (five) minutes, the relevant authorities and persons/ officials of the Authority and if permitted by the concerned authorities make adequate arrangements for effective towing away/ removing of the affected Contracted Bus from the spot. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant medical authorities, police, etc. to ensure timely medical help and treatment. The Authority shall provide support to the Operator on best efforts basis.
- 13.9.4 In the event of an accident of a Contracted Bus leading to its complete destruction, such that the Contracted Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator will be required to replace the damaged Contracted Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The period of Agreement for such replaced Bus shall be concurrent with the balance period of the Contracted Bus it has replaced.

14 ARTICLE 14: ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection of Contracted Buses

- 14.1.1 On receipt of Contracted Buses at [_____]⁴, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/components. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period. Any delay commissioning of these Contracted Buses due to any such reason shall be to Operator's account and shall be dealt with by the Authority as per Conditions of the Agreement.

14.2 Provisional Receipt Certificate

- 14.2.1 Authority shall issue Provisional Receipt Certificate within 3 (three) working days of receipt of Contracted Buses in good conditions along with valid required documents at [_____]. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Contracted Buses for deployment for operations as per the conditions of the Agreement.
- 14.2.2 On rejection of any Contracted Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such Contracted Buses shall be removed, within 15 days of the date of intimation of such rejection.
- 14.2.3 The Operator shall immediately transport such rejected Contracted Buses back to the OEM's premises at its own cost and risk.

⁴ City Name

14.3 Final Acceptance Certificate

- 14.3.1 The Operator shall inform about rectification/removal of defects/deficiencies observed during Joint Final Inspection within 7 (seven) days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of Contracted Buses for City Bus operations in accordance with clauses of this Agreement.

14.4 Deployment of Contracted Buses

- 14.4.1 Subject to issuance of Final Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 15 (Fifteen) days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing.
- 14.4.2 Prior commencement of Bus Service of respective Lot of Contracted Buses, the Authority shall comply with the following:
- a. appoint Conductors and issue ETVM equipment/ paper tickets for all Contracted Buses;
- 14.4.3 Prior commencement of Bus Service of respective Lot of Contracted Buses, the Operator shall comply with the following:
- a. ensure that all requisite insurances under Applicable Law have been procured and maintained;
 - b. deposit copy of the driving license of the appointed Drivers with the Authority;
 - c. Submit a copy of the work order/purchase order/invoice of the Contracted Buses;
 - d. Submit copy of Completion Certificate for the Maintenance Depot.
- 14.4.4 Upon accomplishing of the activities enumerated in Clause 13.8.1, 14.4.1, 14.4.2 and 14.4.3 above for a particular Lot of Contracted Buses, the Operator shall intimate in writing to the Authority of its Readiness to achieve COD for such Lot of Buses, along with detailed proofs of completing each such activity. The Authority shall within 2 (two) days of receiving such written intimation, inspect the relevant documents, Maintenance Depot and Charging Infrastructure to determine compliance by the Operator. Upon being satisfied that the Operator has duly complied with all the requirements set forth in this Agreement for achieving COD, the Authority shall within a period no longer than 5 (five) days from such inspection, issue to the Operator a “**No Objection Certificate**” or “**NOC**”. In the event, some deficiencies or shortcomings are observed and notified by the Authority to the Operator within 2 (two) days of such inspection, the Operator shall rectify/ remove the deficiencies within such period as specified by the Authority and the Authority upon being satisfied shall forthwith issue the NOC.
- 14.4.5 The date of issuance of NOC for a particular Lot of Contracted Buses shall be reckoned as the “**Commercial Operation Date for respective Lot of Contracted Buses**” or “**COD for respective Lot of Contracted Buses**” under this Agreement. The date when such NOC is issued for 1st Lot of Contracted Buses shall be the “**Commercial Operation Date for 1st Lot of Buses**” or “**COD**” under this Agreement whereupon the Project enters into commercial

service.

14.5 Damages for Delay in achieving COD

- 14.5.1 Subject to the provisions of Clause 14.4.5, if COD does not occur on [240] day, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Operator shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.

15 ARTICLE 15: CHANGE OF SCOPE

15.1 Change of Scope

- 15.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of upgraded technology or additional works and services in the Contracted Buses or at the Maintenance Depot, which are not included in the Scope of the Agreement as contemplated by this Agreement (“**Change of Scope**”). Any such Change of Scope shall be made in accordance with the provisions of this Article 15 and the costs thereof shall be expended by the Operator and reimbursed to it by the Authority in accordance with this Article 15.

- 15.1.2 If the Operator determines at any time that a Change of Scope is necessary for providing safer and improved Contracted Buses, including upgradation of any technology thereof, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 30 (thirty) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope or for accepting such Change of Scope without any payment obligations hereunder, as the case may be.

15.2 Procedure for Change of Scope

- 15.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the works and services contemplated thereunder (the “**Change of Scope Notice**”).
- 15.2.2 Upon receipt of a Change of Scope Notice, the Operator shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:
- a) the impact, if any, which the Change of Scope is likely to have on the Maintenance Completion Schedule if the works or services are required to be carried out during the Construction Period; and
 - b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with Good Industry Practice.
- 15.2.3 Upon receipt of information set forth in Clause 15.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the

Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (“**Change of Scope Order**”) requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Operator to proceed with the performance thereof pending resolution of the Dispute.

- 15.2.4 The provisions of this Agreement, insofar as they relate to Tests, shall apply *mutatis mutandis* to any modifications in the Contracted Buses undertaken by the Operator under this Article 15.

15.3 Payment for Change of Scope

- 15.3.1 For clarification, the cost of procurement of Additional Contracted Bus under the Change of Scope Order shall be borne by the Operator.

- 15.3.2 Within 15 (fifteen) days of issuing a Change of Scope Order relating to Maintenance Depot, the Authority shall make a part payment to the Operator in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder upon furnishing of a Bank Guarantee by the Operator for an equivalent amount and for a period of 180 (one hundred and eighty) days, substantially in the form specified in Schedule 1. The Operator shall, after commencement of work, present to the Authority bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator such amounts as are reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

- 15.3.3 Notwithstanding anything to the contrary contained in Clause 15.3.1, all costs arising out of any Change of Scope Order shall be borne by the Operator, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Authority in accordance with Clause 15.3.2.

15.4 Restrictions on certain works

- 15.4.1 Notwithstanding anything to the contrary contained in this Article 15, the Authority shall not require the Operator to undertake any works or services if such works or services are likely to delay completion of the Maintenance Depot; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of the Maintenance Depot.
- 15.4.2 Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all the Change of Scope Orders for provision of works and services in the Maintenance Depots shall not exceed 5% (five percent) of the total project cost during the Contract Period.

16 ARTICLE 16: OPERATION OF CONTRACTED BUSES

16.1 Operation of Contracted Buses

- 16.1.1 The Operator shall operate the Contracted Buses in accordance with the provisions of this Agreement and shall comply with the Fleet Deployment Plan and Operation & Maintenance Standards as provided in Schedule 13 of this Agreement.
- 16.1.2 In addition to the Applicable Permits, the Operator shall ensure that it procures and maintains a valid Certificate of Fitness and Pollution Control Certificate from the relevant Government Instrumentalities for all the Contracted Buses throughout the Operation Period in accordance with Applicable Law.
- 16.1.3 In the event the Operator fails to ensure the security of the Contracted Buses and there is any theft of or damage to any component of the Contracted Bus including but not limited to any component, spare parts, hardware, software, instruments etc., the Operator shall reinstall or replace, as the case may be, such bus component, spare, parts, hardware, software, instrument(s) etc. of the same or equivalent quality and specification, after giving prior written notice to the Authority.
- 16.1.4 The Operator shall ensure that the Contracted Buses are in accordance with the Specifications and Standards, provide adequate staff including Drivers, and equipped with fully functional mounted devices as specified in this Agreement.
- 16.1.5 The Operator agrees that the total Passengers on any Contracted Bus during the term of this Agreement shall not be in excess of [150%] of the seating capacity of such Contracted Bus. In the event the Operator is in breach of the requirement specified in this Clause 16.1.5, the Authority shall be entitled to recover Damages for each instance, as per Schedule 18.

16.2 Additional Buses

- 16.2.1 The Authority, at its sole discretion, during the course of the Agreement, may ask the Operator to provide additional buses equivalent to 50% of the total quantity of Contracted Buses required under this Agreement. The Agreement period of such Additional Buses shall be decided in consultation with the Operator at the time of issuing the request for Additional Buses by Authority. However the Agreement Period for the additional buses shall not be higher than the Agreement Period mentioned in this Agreement. The Additional Buses shall be procured, operated and maintained by the Operator in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Parties agree that provision of additional Buses shall be subject to adequate availability of space and infrastructure (in the form of parking space at the Maintenance Depot, Charging Infrastructure etc.) for parking, maintenance and cleaning and charging of Buses.

16.3 Maintenance Depot

- 16.3.1 The Operator shall use the Maintenance Depot, only for the purposes specified in this Agreement.

- 16.3.2 The Operator shall ensure that the Maintenance Depot is adequately staffed with skilled staff, equipped with requisite equipment, plant & machinery and stocked with consumables, so as to ensure compliance with Operation & Maintenance Standards provided in this Agreement.

16.4 Operation Manual

- 16.4.1 The Operator shall prepare an operation manual ("**Operation Manual**") for the operation of Contracted Buses in conformity with Good Industry Practice and the provisions of this Article 16. The Operator shall provide 5 (five) copies of a provisional operation manual ("**Provisional Operation Manual**") to the Authority no later than 30 days from the Appointed Date. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 days from the date of receipt thereof. The Operator shall revise the Provisional Operation Manual, as may be necessary, and provide 10 copies of the Operation Manual, accompanied by an electronic copy thereof, no later than the 60 days from the Appointed Date. The Operation Manual shall be revised and updated once every year and the provisions of this Clause 16.4.1 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Operation Manual is provided hereunder, the Provisional Operation Manual shall apply.

- 16.4.2 The Operation Manual shall include:

- a) instructions to operating staff for operation of the Contracted Bus;
- b) instructions for troubleshooting;
- c) do's and don'ts for operating staff;
- d) safety precautions to be taken by the operating staff;
- e) rating and layout of equipment;
- f) operating limits of installed systems; and
- g) control and safety features of the Contracted Buses

16.5 Routes and Schedules

- 16.5.1 The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Operation Period.
- 16.5.2 The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the Agreement.
- 16.5.3 In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.
- 16.5.4 The Authority with consultation with the Operator may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to Passenger feedback, special circumstances, festivals and seasonal requirements. In the event the Authority makes any such changes, it shall notify the Operator in writing [seven (7) days]

prior to the date of implementation of such change.

- 16.5.5 The actual hours of operations in a day are specified in the Fleet Deployment Plan. This will be segregated into peak hours and off peak hours of operation.
- 16.5.6 In the event there is a need for change in route of the Contracted Bus, the Operator shall inform the control centre for monitoring of all activities (“**Command Control Centre**”) about it and the same shall be tallied with the change in route length measured by ITS at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Operator.

16.6 Fleet Deployment Plan

- 16.6.1 The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off peak hour requirements (“**Fleet Deployment Plan**”) more particularly specified in Schedule 12.
- 16.6.2 The Authority may develop the Fleet Deployment Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.
- 16.6.3 The Operator shall operate the Contracted Buses in accordance with the Deployment Plan, and shall at all times ensure that the required frequency of Contracted Buses is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority issued from time to time.
- 16.6.4 The Operator shall make available Contracted Buses at prescribed locations as per the Fleet Deployment Plan.
- 16.6.5 The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.
- 16.6.6 The Authority may review the Fleet Deployment Plan if there is delay in completing Bus trips for a continuous period of 1 (one) month.
- 16.6.7 The Operator and its employees shall always extend courtesy while interacting with public in general.

16.7 Incidents En-Route

- 16.7.1 In case of breakdown of a Contracted Bus en-route during normal course of operations, the Operator shall immediately inform the Command Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Contracted Bus within 1 (one) to 3 (three) hours of breakdown. The Operator should immediately provide a bus replacement to complete the route after such failure, failing which Operator shall be liable to pay Damages.
- 16.7.2 The Operator shall ensure regular communication with en-route Contracted Buses throughout the Operation Period by making use of relevant technology as

specified in this Agreement.

- 16.7.3 In an unforeseen event involving unruly behaviour by Passengers or vandalism in or involving the Contracted Bus, the Operator shall forthwith intimate the Authority. If the Contracted Bus in question is not in a condition to complete the route or go back to the Maintenance Depot, then the Operator shall arrange to tow-away such Bus within [1 (one) to 3 (three) hours] of such occurrence, failing which Operator shall be liable to pay Damages.
- 16.7.4 The Operator shall, provide first aid to injured on-site and also co-ordinate with the relevant Government Authorities including but not limited to the police. to ensure timely medical help to the injured Passengers.
- 16.7.5 If required, the Operator shall extend all cooperation to the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation there.

16.8 Annual Assured Fleet Availability

- 16.8.1 The Operator is expected to make available a fixed proportion of the Contracted Buses throughout the Agreement Period (“**Annual Assured Fleet Availability**”)⁵, for maintaining continued and uninterrupted operations of Bus Service as per the terms of this Agreement.
- 16.8.2 This proportion shall be 95% of Contracted Buses on a shift basis during the initial three years of the Operation Period and 90% thereafter up-to the end of the Operation Period for Contracted Buses, rounded off to the nearest whole number.

Type of Buses	Year 1	Year 2	Year 3	Rest of the Agreement Period
Contracted Buses	95%	95%	95%	90%

- 16.8.3 The Authority in its sole discretion may allow the Operator to change the requirement of the Annual Assured Fleet Availability of Contracted Buses required for the first three months following COD of Contracted Buses in writing;

Provided however, in determining compliance with the Annual Assured Fleet Availability:

- non availability due to force majeure will not be considered;
- seizure of the Contracted Buses by police authorities shall not be considered.

⁵ **Calculation of fleet availability is provided as follows for further clarity:**

Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100
A Contracted Bus to be considered as being available should complete at least 90% of its planned schedule. Further the Authority, at its discretion, may relax this Clause for first few months after COD to provide for a ramp up and sort out teething issues for Contracted Buses

- 16.8.4 In case the Operator is unable to make available the “Annual Assured Fleet”, it shall attract Liquidated Damages/ Penalties as defined in the Agreement.

16.9 Excuse from Performance of Obligations

- 16.9.1 The Operator shall not be considered in breach of its obligations under this Contract if any Contracted Bus is not available for Operation on account of any of the following:
- a) an event of Force Majeure;
 - b) measures taken to ensure the safe operation of Contracted Buses except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or
 - c) compliance with a request from the Authority or the directions of any Government Instrumentality

provided, that any such non-availability and particulars thereof shall be notified by the Operator to the Authority without any delay. Notwithstanding the foregoing, the Operator shall keep every unaffected Contracted Bus available for operations.

16.10 Advertising on Contracted Buses

- 16.10.1 Subject to Applicable Law, the Authority shall permit the Operator to display advertisements on the Contracted Buses.
- 16.10.2 In the event the Operator is permitted to display advertisements on the Contracted Buses, it shall submit for the approval of the Authority a proposal in relation thereof including but not limited to details such as the content of the advertisements, dimensions and material to be used for advertisement posters and the places on/ within Contracted Buses where advertisements are proposed to be displayed.
- 16.10.3 The Operator shall display advertisements on the Contracted Buses in accordance with the proposal approved and any instructions issued by the Authority in regard thereto, and provisions of Applicable Laws.
- 16.10.4 The Parties agree that no display of negative content in advertisement shall be permitted on the Contracted Buses irrespective of the time of the day and scale of the advertisement. Such negative content/ advertisement include but is not limited to:
- a) advertisements prohibited by the Applicable Law and/or the Advertisement Council of India;
 - b) advertisements of goods or services which are prohibited by Applicable Law;
 - c) advertisements of political parties or religious groups;
 - d) advertisements of any kind of prohibited drugs, alcohol and all kinds of tobacco products for smoking;
 - e) advertisements containing pornographic contents and/ or an “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - f) advertisements containing sexual overtone and/ or nudity;

- g) advertisements glorifying exploitation of women or child;
- h) advertisements showing violence and cruelty to either human being or any kind of plant or animal;
- i) advertisements showing racial abuse to any caste or community or propagating ethnic differences;
- j) advertisements related to lottery tickets, sweepstakes entries and slot machines;
- k) any other advertisement policy or regulation as may be notified by the State/Central Government from time to time;
- l) advertisements that are derogatory towards or portray a negative image of public transport or other forms of sustainable transport; and
- m) any other advertisement found inappropriate by the Authority.

16.10.5 Notwithstanding the provisions of Clause 16.10.4 above, the Operator shall at all times ensure that no part of the Contracted Buses including but not limited to the external and internal colour, logo, body of the Contracted Buses or any part thereof are damaged due to advertisement stickers or any other form of display material. Further, the Operator shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Contracted Buses.

16.10.6 Placement of Advertisement

- a) The Operator may place the advertisement inside and outside the Contracted Buses at designated slots such that it does not obstruct any safety, advisory or other mandatory information.

16.10.7 Revenue collection and appropriation

Subject to Applicable Law, the Operator shall be entitled to appropriate **70% (seventy percent) revenue** generated from the display of advertisement on Contracted Buses. The entire revenue so generated shall be deposited by the Operator into the Escrow Account within 3 (three) days from the end of the preceding month. If the Operator fails to deposit the requisite amount in Escrow Account within the aforesaid period, then it will be deemed to be an Operator Event of Default.

16.10.8 The Operator shall be responsible for security and cleanliness of advertisement material and equipment. In case of theft or any malfunction of advertisement material/equipment the Operator shall be report to the Authority on immediate basis.

16.10.9 In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.

16.11 User Fare

16.11.1 User Fare Determination

The Authority shall determine the quantum of User Fare that will be charged from the Users of the Contracted Buses or persons who avail of the Bus Service (“User Fare”).

16.11.2 User Fare Collection

- a) The Authority retains the right to collect User Fare either by itself or through a Third Party using any technology or methodology it deems appropriate to it.
- b) The Operator shall not directly or indirectly collect User Fare or any portion thereof.
- c) The Operator shall not in any way cause any interference in the process of collection of User Fare and shall fully co-operate and facilitate the process of User Fare collection undertaken by the Authority through itself or a third party including allowing any personnel such as a conductor to collect such User Fares on the Contracted Buses.

16.11.3 The Conductors for collection of User Fares shall be made available by the Authority or by a Third Party engaged by the Authority every day prior to commencement of operations for the day, either at the Maintenance Depot or at a specified location and on the time decided by the Authority. In the event the Conductor does not report on time or remains absent, the Operator shall immediately inform the Authority's Representative or the representative of the Third Party engaged by the Authority, as the case may be, who shall provide a replacement. The Operator in case due to non-availability of the Conductor is not able to ply the Contracted Bus either on time or for the entire day, the same shall not constitute a breach of Operator's obligations and the Authority shall be liable to make payment of O&M Fee to the Operator. The O&M Fee payable for Km not operated by the Operator due to the Authority failing to provide a conductor shall be at the rate as applicable to un-utilised Annual Assured Kilometres.

17 ARTICLE 17: MAINTENANCE OF CONTRACTED BUSES

17.1 Maintenance Obligations

17.1.1 The Operator shall maintain all Contracted Buses in accordance with the provisions of this Article 17, the Specifications and Standards, the Maintenance Manual and the Maintenance Requirements (the "**Maintenance Obligations**").

17.1.2 The Parties agree that for discharging the Maintenance Obligations hereunder, the Operator shall provide its staff, movable equipment, Spares and Consumables, workshop, office space etc. The Parties further agree that the workshop space to be provided hereunder by the Operator for discharging the Maintenance Obligations of the Operator shall be no less than [100 m (hundred metres) long and 20 m (twenty metres) wide], within the Maintenance Depot.

17.2 Maintenance Manual

17.2.1 The Operator shall prepare a repair and maintenance manual ("**Maintenance Manual**") for the predictive, preventive and curative maintenance of Contracted Buses in conformity with Good Industry Practice and the provisions of this Article 17. The Operator shall provide 5 (five) copies of the provisional maintenance manual ("**Provisional Maintenance Manual**") to the Authority no later than [90 days] from the Execution Date. The Authority may review the Provisional Maintenance Manual and convey its comments to the Operator within a period of [15] days from the date of receipt thereof. The Operator shall

revise the Provisional Maintenance Manual, as may be necessary, and provide [10] copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than the [150] days from the Execution Date. The Maintenance Manual shall be revised and updated once every year and the provisions of this Clause 17.2 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.

17.3 Spares and Consumables

- 17.3.1 During the Contract Period, the Operator shall, at its own cost and expense, replace and install materials which get consumed or wear out beyond serviceable limits in the normal course of operation of a Bus, including oils, [lubricants], brake blocks and pads, rubber parts and hoses, fuses, light fittings, bulbs, seats, curtains, filters, look out glass, bearings and insulators (the “**Consumables**”). Save and except as provided in this Agreement, the Consumables shall be replaced or installed, as the case may be, by the Operator when a Contracted Bus is brought to a Maintenance Depot in accordance with the provisions of this Agreement.
- 17.3.2 During the Maintenance Period, the Operator shall, at its own cost and expense, replace any part or equipment of a Contracted Bus, which may be defective, damaged or worn out, by a substitute thereof (the “**Spares**”) for the efficient operation and maintenance of a Contracted Bus.
- 17.3.3 The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, [gear case], axle-boxes, brake gear components, wind shield, and under-gear piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of negligence of Authority staff, accidents, vandalism, arson, riots or natural calamities.
- 17.3.4 The Operator shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Contracted Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six) months.

17.4 Maintenance Requirements

- 17.4.1 The Operator shall procure that at all times during the Contract Period, each and every Contracted Bus conforms to the maintenance requirements set forth in Schedule 13 (the “**Maintenance Requirements**”).

17.5 Damages for breach of Maintenance Obligations

- 17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Contracted Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of 5% (five per cent) of the cost of such repair or rectification as estimated by the Authority. Recovery of such Damages shall be without prejudice to the rights of the

Authority under this Agreement, including the right of Termination thereof. For the avoidance of doubt, the Parties agree that the Damages specified in this Clause 17.5.1 shall not be due and payable for and in respect of any day that includes a Non-Available Hour.

- 17.5.2 The Damages set forth in Clause 17.5.1 may be assessed and specified forthwith by the Authority; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Operator is otherwise in compliance with its Maintenance Obligations. The Operator shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.6 De-commissioning due to Emergency

- 17.6.1 If, in the reasonable opinion of the Authority, there exists an Emergency which warrants de-commissioning of a Contracted Bus, the Authority shall be entitled to de-commission the Contracted Bus for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Authority to the Operator without any delay, and the Operator shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

- 17.6.2 The Operator shall re-commission the Contracted Bus as quickly as practicable after the circumstances leading to its de-commissioning have ceased to exist or have so abated as to enable the Operator to re-commission the Contracted Bus and shall notify the Authority of the same without any delay.

17.7 Authority's right to take Remedial measures

- 17.7.1 In the event the Operator does not maintain and/or repair the Contracted Buses in conformity with the provisions of this Agreement, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.

17.8 Overriding powers of the Authority

- 17.8.1 If in the reasonable opinion of the Authority, the Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Authority or render the use of a Contracted Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice, require the Operator to take reasonable measures immediately for rectifying or removing such hardship or unsafe condition, as the case may be.
- 17.8.2 In the event that the Operator, upon notice under the provisions of this Clause 17.8, fails to rectify or remove any hardship or unsafe condition affecting the operation of any Contracted Bus, within [15 (fifteen)] days from the date of the

notice, the Authority may exercise overriding powers under this Clause 17.8 and take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for rectifying or removing such hardship or unsafe situation; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that for any costs and expenses incurred by the Authority in discharge of such obligations, the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Clause 17.7 along with the Damages specified therein.

- 17.8.3 In the event of a national emergency, civil commotion or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over the Contracted Buses and Maintenance Depots or give such directions to the Operator as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the Operator shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.8, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.9 Restoration of loss or damage to the Contracted Buses

- 17.9.1 Save and except as otherwise expressly provided in this Agreement, in the event that a Contracted Bus or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Operator shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Contracted Bus conforms to the provisions of this Agreement.

17.10 Modifications to the Contracted Buses

- 17.10.1 The Operator shall not carry out any material modifications to a Contracted Bus save and except where such modifications are necessary for the Contracted Bus to operate in conformity with the Specifications and Standards, Maintenance Obligations, Good Industry Practice and Applicable Laws; provided that the Operator shall notify the Authority of the proposed modifications along with particulars thereof at least [15 (fifteen)] days before commencing work on such modifications and shall reasonably consider any suggestions that the Authority may make within [15 (fifteen)] days of receiving the Operator's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11 Warranties for defects and deficiencies

- 17.11.1 The Operator warrants that:
- a) all equipment, supplies, plant and machinery at the Maintenance Depots as well as components, parts and systems forming part of a complete Bus including the Spares and Consumables shall be new and of utility-grade quality and in full conformity with the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the other

requirements of the Agreement, of suitable quality and fit for the purpose for which they are intended and be free from defects, deficiencies and defective workmanship;

- b) all Contracted Buses shall be free from defects, shall comply with all Applicable Laws and Good Industry Practice and will be capable of operating in the manner intended and contemplated in the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the Agreement;
- c) the manufacturing, assembly and supply of the Contracted Buses shall be performed in accordance with the standards of professional care, skill, diligence and competence generally accepted in the international independent manufacturing industry applicable to engineering and manufacturing and project management practices for manufacturing projects of similar size and type as the Project, when operated in accordance with Good Industry Practice; and the Buses shall be capable of performing and would continue to perform as per this Agreement.

17.12 Maintenance Depots

17.12.1 Painting of Civil structures

- a) The Operator shall repaint the civil structures in the Maintenance Depot at a regular interval of 2 (two) years;
- b) The Authority and the Operator shall undertake a joint inspection of the Maintenance Depot every 6 (six) months. Pursuant to such inspection, if the Authority points out any deficiencies to the Operator in writing, the Operator shall address them within the time period specified by the Authority.

17.12.2 Maintenance of Utilities

- a) The Operator shall be responsible for maintaining all utilities;
- b) The Operator shall ensure the waste water recycling system, is kept functional at all times during the Agreement Period and treated water is reused;
- c) The cleaning of the recycling system should be undertaken annually by the Operator;
- d) The Operator shall, at its own cost, make arrangements for provision of electricity, including installation of generators. The Operator shall also be responsible for repair and maintenance of electrical equipment installed within the Maintenance Depot.

17.12.3 Maintenance of Plant and Equipment

- a) The Operator shall be responsible for maintaining all the plant and equipment, Charging Infrastructure etc. installed at the Maintenance Depot.
- b) The Operator shall bear expenses including costs relating to materials, consumables etc. that may be required from time to time throughout the Agreement Period and to ensure that the Maintenance Depot is exclusively used for the maintenance of the Contracted Buses.

18 ARTICLE 18: SAFETY REQUIREMENTS

18.1 Safety Requirements

- 18.1.1 The Operator shall develop, implement and administer a safety programme for providing a safe environment on or about the Contracted Buses and Maintenance Depots, and shall comply with the safety requirements set forth in this Article 18 and Schedule 14 (the “**Safety Requirements**”).

18.2 Guiding Principles

- 18.2.1 Safety Requirements aim at reduction in injuries, loss of human life and damage to property resulting from accidents on account of the Contracted Buses or in the Maintenance Depots, irrespective of the person(s) at fault.
- 18.2.2 Safety Requirements shall 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.

18.3 Obligations of the Operator

- 18.3.1 The Operator shall abide by the following to ensure safety of the Contracted Buses and Maintenance Depots, human life and property:
- a) instructions issued by the Authority;
 - b) applicable Laws and Applicable Permits;
 - c) provisions of this Agreement;
 - d) relevant standards/guidelines contained in internationally accepted codes; and
 - e) Good Industry Practice.
- 18.3.2 The Operator shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, Contractors and agents.
- 18.3.3 The Operator shall be responsible for undertaking all the measures under its control to ensure safe operation of Contracted Buses.
- 18.3.4 The Operator agrees that the Authority shall be entitled to inspect any Contracted Bus or Maintenance Depot to verify adherence to Safety Requirements and the Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.
- ### **18.4 Safety measures during construction**
- 18.4.1 The Operator shall, during construction of the Maintenance Depots, provide an environment for procuring the safety of human life and property in accordance with Applicable Laws and Good Industry Practice.
- ### **18.5 Annual Safety Report**
- 18.5.1 The Operator shall submit to the Authority before the [31st (thirty first)] May of each Accounting Year, an annual report in [10 (ten)] copies containing, without limitation, a detailed listing and analysis of all accidents occurring on account of

the Contracted Buses or in the Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in future (“**Annual Safety Report**”).

- 18.5.2 Once in every Accounting Year, a safety audit shall be carried out by the Authority. It shall review and analyse the Annual Safety Report and accident data of the preceding Accounting Year, and undertake an inspection of the Buses and Maintenance Depots. The Authority shall provide a safety report recommending specific improvements, if any, required to be made in the Contracted Buses and Maintenance Depots. Such recommendations shall be implemented by the Operator in accordance with Safety Requirements, Specifications and Standards and Applicable Laws.

19 ARTICLE 19: MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly Status Report

- 19.1.1 During the Operation Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report (“**Monthly Report**”) stating in reasonable detail the Operation and Maintenance services performed by the Operator on the Contracted Buses, Charging Stations, Maintenance Depot etc. and the defects and deficiencies that require rectification. The report shall also include Key Performance Indicators achieved by the Contracted Buses and the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual. The Operator shall promptly give such other relevant information as may be required by the Authority.
- 19.1.2 The Monthly Report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator’s operational performance.

19.2 Reports of Unusual Occurrence

- 19.2.1 The Operator shall, prior to the close of each day, send to the Authority, by e-mail, a report stating any accidents and/ or unusual occurrences on the Project relating to the safety and security of the Users/ personnel/ Third Parties. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. The standard operating procedures for emergencies shall be jointly prepared by Operator and the Authority. For the purposes of this Clause 19.2.1, accidents and/or unusual occurrences on the Project shall include but not limited to the following:
- a) Failure of a Contracted Bus;
 - b) damaged or dislodged fixed equipment;
 - c) any obstruction to the Bus Service, which results in disruption, including change of route, accident etc., of the Bus Service being provided by the Operator;
 - d) disablement of any equipment including Charging Infrastructure during operation;
 - e) communication failure affecting the operation of the Bus Service;

- f) smoke or fire;
- g) flooding of Maintenance Depot and (if any); or
- h) death or injury to any person, security alerts and other instances of serious incident should be reported immediately.

19.3 Inspection

- 19.3.1** The Authority shall be entitled to inspect the Contracted Buses after any maintenance for evaluating the compliance of Contracted Buses with the Maintenance Obligations. It shall make a report of such inspection (the “**Maintenance Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5.

19.4 Tests

- 19.4.1** For determining that the maintenance of Contracted Bus conforms to the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within [15 (fifteen)] days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of Tests which have failed.

19.5 Remedial Measures

- 19.5.1** The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Authority within [15 (fifteen)] days of receiving the Maintenance Inspection Report or the test results, as the case may be.
- 19.5.2** The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Contracted Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Contracted Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of [0.01]% of the Performance Security.

19.6 Responsibility of the Operator

- 19.6.1** It is expressly agreed between the Parties that any inspection carried out by the Authority or the submission of any Maintenance Inspection Report by the Authority as per the provisions of this Article 19 shall not relieve or absolve the Operator of its obligations and liabilities hereunder in any manner whatsoever.
- 19.6.2** It is further agreed that the Operator shall be solely responsible for adherence to

the Key Performance Indicators specified in Article 20.

19.7 Real-time Data Access

19.7.1 The Operator agrees that it shall provide for real time data monitoring and provide the Authority access to the raw feed of the monitoring system pertaining to the performance of the Operator under this Contract as generated by ITS. The Operator shall install the data monitoring system as provided in Schedule 20 hereto. The Operator further agrees to install on board devices to enable the Authority to access real time location and status of the Contracted Buses. The Operator agrees that failure to provide access to the monitoring the daily raw feed and the on board device data, then it shall be deemed to be an Operator Event of Default.

20 ARTICLE 20: KEY PERFORMANCE INDICATORS

20.1 Key Performance Indicators

20.1.1 Without prejudice to the obligations specified in this Agreement, the Operator shall operate and maintain every Contracted Bus such that it achieves the performance indicators comprising Reliability, Operation, Punctuality, Frequency, Safety, upkeep of Bus and conformity with ISO certification, as specified in this Article 20, Good Industry Practice and Applicable Laws (the “**Key Performance Indicators**”).

20.2 Reliability

20.2.1 The Parties agree that the average reliability of all Contracted Buses in the Fleet shall be measured on a quarterly basis in terms of the number of Breakdowns per [10,000 (ten thousand)] kilometres travelled by the Contracted Buses (the “**Reliability**”).

20.2.2 The Reliability hereunder shall be equal to the quotient of the cumulative distance travelled by all Contracted Buses divided by the aggregate number of Breakdown of all such Contracted Buses multiplied by [10,000 (ten thousand)].

20.2.3 The Operator agrees that the Reliability for the Contracted Buses determined in accordance with Clause 20.2.2 shall be equal to or more than [1 (one)].

20.3 Operation of Contracted Buses

20.3.1 The Operator shall at all times procure that, save and except any damage caused by theft, arson or vandalism:

- a) there are adequate lighting arrangements inside the Contracted Buses, in conformity with the Specifications and Standards;
- b) the temperature inside the Contracted Buses can be maintained in accordance with Maintenance Requirements;
- c) the Contracted Buses are clean, hygienic and free of odour;
- d) seats, windows, doors and all fixtures in the Contracted Buses are operational; and
- e) all bus information systems and lighting systems function efficiently, and their availability is no less than [98% (ninety eight per cent)] in a month.

20.4 Punctuality

- 20.4.1 Punctuality shall be measured on a quarterly basis in terms of the percentage of on-time start of trips to the total number of trips operated on a daily basis (“**Start Punctuality**”). The total number of trips starting/arriving late during the month will be recorded and subtracted from the number of trips operated to arrive at the on-time trips operated figures separately in each case.
- 20.4.2 The Operator agrees that the Punctuality for arrival at the respective destination shall be measured on a quarterly basis in terms of the percentage of trips with on-time arrival at destination to the total number of trips operated on a daily basis (“**Arrival Punctuality**”).
- 20.4.3 The Parties agree that the Operator may exercise a relaxation equivalent to [5 (five)] minutes, for start of the bus schedule, and [10% (ten percent)] of the subsequent scheduled trip time (subject to a maximum of [15 (fifteen) minutes]) for start of subsequent schedules and arrival of trips.
- 20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or more than [90% (ninety percent)] and the Arrival Punctuality shall be equal to or more than [80% (eighty percent)] respectively.

20.5 Frequency

- 20.5.1 The frequency of operation of Contracted Buses shall be measured on a quarterly basis in terms of percentage of the cumulative trips travelled by all Contracted Buses to the aggregate number of scheduled trips (“**Trip Frequency**”) and a percentage of the cumulative Bus Kms operated to the aggregate scheduled Bus Kms (“**Bus Kms Frequency**”), respectively.
- 20.5.2 The Operator agrees that the Trip Frequency and the Bus Kms Frequency, as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than [94% (ninety four percent)].
- 20.5.3 The Contracted Buses shall be operated continuously such that the first Contracted Bus in each direction shall depart no later than [0600 hours] and the last Bus shall terminate not earlier than [2300 hours] at the frequency specified in the Deployment Plan and this Agreement; provided that on Sundays the duration of services may be reduced by [4 (four)] hours.
- 20.5.4 The Contracted Buses in each direction shall be operated such that the difference between arrival time of two Contracted Buses at any bus stop shall not exceed [10 (ten)] minutes; provided that such difference may be increased, subject to a maximum of [15 (fifteen)] minutes, depending upon the number of Users in the respective hour.
- 20.5.5 The average speed of Bus movement from the beginning point to the termination point during any hour of the day, including stops, shall not be less than [15 (fifteen)] kilometres per hour. For the avoidance of doubt, stops at the bus stop shall not be less than [30 (thirty)] seconds each.

20.6 Safety of Operations

- 20.6.1 The Parties agree that the Safety of Buses in the Fleet shall be measured in terms of inverse of number of accidents per [1,00,000 Kms (One lakh kilometres)] (the “**General Safety**”) and the number of fatalities per [10,00,000 Kms (Ten lakh kilometres)] (the “**Severe Safety**”), respectively. The General Safety and Severe Safety shall be calculated in terms of cumulative Bus Kms operated divided by number of accidents multiplied by [1,00,000 (One lakh)] and cumulative Bus Kms operated divided by number of fatalities multiplied by [10,00,000 (Ten lakh)], respectively.
- 20.6.2 The Operator agrees that the General Safety and the Severe Safety, as the case may be, determined in accordance with Clause 20.6.1 shall be equal to or more than [1 (one)].

20.7 Certification

- 20.7.1 The Operator shall, prior to 1st Anniversary of the COD, achieve and thereafter maintain throughout the Contract Period, [ISO 9000:2005, ISO 14000:2004, ISO 18000:2007 and ISO 50000:2011] certification or a substitute thereof for the Maintenance Depots, and shall provide certified copies thereof to the Authority forthwith.
- 20.7.2 In the event of default in obtaining the certification specified in Clause 20.7.1, the Operator shall, within [15 (fifteen)] days thereof, submit to the Authority an action plan that sets out the actions proposed to be taken by the Operator for rectifying its deficiencies and obtaining such certification for the Maintenance Depots.
- 20.7.3 If the period of default in obtaining the ISO certification under this Clause 20.7 shall exceed a continuous period of [15 (fifteen)] months, the Operator shall pay Damages to the Authority in an amount equal to [1% (five per cent)] of the Performance Security.

20.8 Monthly Report

- 20.8.1 The Operator shall, no later than [7 (seven)] days after the end of each month, furnish to the Authority a report stating the Key Performance Indicators of each Contracted Bus as measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority.

20.9 Passenger Charter

- 20.9.1 The Operator shall publish and implement a charter articulating the rights and expectations of Users (the “**Passenger Charter**”) substantially in the form specified in Schedule 16. The Operator shall at all times be accountable and liable to Users in accordance with the provisions of the Passenger Charter and Applicable Laws.

20.10 Damages for failure to achieve key performance indicators

- 20.10.1 The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on User feedback and inspections by the

Authority, it shall pay Damages equal to [0.1% (zero point one per cent)] of the Performance Security for such shortfall in any such performance indicator.

20.11 Incentive for exceeding to achieve key performance indicators

- 20.11.1 The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated increase in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on User feedback and inspections by the Authority, it shall pay incentive equal to [0.1% (zero point one per cent)] of the Performance Security for achievement in any such performance indicator.

21 ARTICLE 21: FINANCIAL CLOSE

21.1 Financial Close

- 21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close as per the provisions under Clause 4.1.

- 21.1.2 The Operator shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

21.2 Termination due to failure to achieve Financial Close

- 21.2.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 21.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Operator under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 21.2.1 shall not apply.

- 21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash the Performance Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Performance Security forthwith along with the Damages due and payable under Clause 4.2.

22 ARTICLE 22: FEE

22.1 Demand Incentives under FAME II

- 22.1.1 The maximum Demand Incentive available from DHI, Ministry of Heavy Industries & Public Enterprises, Government of India under FAME India Scheme Phase II shall be as per the “Expression of Interest Inviting Proposals for availing incentives under Fame India Scheme Phase II for Deployment of

Electric Buses on Operational Cost Model basis” issued vide F.No. 6(09)/2019-NAB.II (Auto), dated the June 04, 2019 (“**FAME II**”).

22.1.2 The Demand Incentive amount shall be calculated as per the FAME II. The Demand Incentive available shall be 40% of the estimated cost of the Contracted Bus. However, this demand incentive shall be further limited to maximum incentive applicable as per FAME II.

22.1.3 The main intention of extending Demand Incentive is to reduce the upfront capital cost of Contracted Buses. As such, the entire applicable incentive amount shall be released to the Selected Bidder/Operator on the strength of Bank Guarantee of equivalent amount for at least five year period.

22.2 Fee

22.2.1 In consideration for undertaking the Project, the Authority shall pay the Operator, based on the total distance travelled by each Contracted Bus, Operated by the Operator (“**Bus Kilometres**”) in fulfilment of the Operators obligations under this Agreement (“**Fee**”).

22.2.2 The Fee shall be fixed except where varied or adjusted in accordance with this Article 22.

22.2.3 The Parties agree that the Bus Kilometre shall comprise:

- a) Distance travelled by a Contracted Bus assigned on a given Route(s) as per the Fleet Deployment Plan;
- b) Distance travelled by the Contracted Bus from the Maintenance Depot to the first point of loading Passengers at the commencement of its service on a day;
- c) Distance travelled by the Contracted Bus from its last Passenger stop as per the Fleet Deployment Plan to the Maintenance Depot at the end of the day’s service;
- d) Distance travelled by a Bus without Passengers, which is outside the Fleet Deployment Plan but approved by the Authority for meeting specific and special requirements.
- e) Bus Kilometres shall not constitute the following:
 - i. Any kilometres travelled by the Contracted Bus to a maintenance facility other than the Maintenance Depot or for any travel not authorized by Authority;
 - ii. Distance travelled by a Contracted Bus for charging facility other than that set up by the Operator at the Maintenance Depot.

22.2.4 The Operator shall compute and provide to the Authority, for every Payment Period, the total number of Bus Kilometres that a Contracted Bus has travelled for the period being reckoned for the purpose of raising invoice. Such calculation shall be made using the ITS to be installed by the Operator and as approved by the Authority and calibrated with the supervision of the Authority’s Representative using Odometer Reading of each Contracted Bus. In the event the Odometer for any Contracted Bus is non-functional or does not provide accurate reading, the Fee for such Bus shall be based on the Bus Kilometre for the respective Contracted Bus for the preceding working day, multiplied with

the Per Kilometre O&M Fee (the “**PKOMF**”).

22.3 Basis of Payment

- 22.3.1 The Operator shall be paid for Bus Kilometre plied by the total number of Contracted Buses operational for that particular day, at PKOMF quoted by the Operator in its Bid.

22.4 Payment of Fee

- 22.4.1 The Operator shall submit an invoice in respect of the Bus Kilometres plied by each Contracted Bus put into Commercial Operation every [30 (thirty)] days. The invoice shall also include any cost or Damages or any other charges that the Operator is entitled to recover from the Authority in terms of this Agreement (hereinafter together referred as “**Invoice Amount**”).
- 22.4.2 The Authority shall within a period of [15 (fifteen) days] from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Service, make the payments.
- 22.4.3 All payments shall be made by the Authority to the Operator through Escrow Account after making any tax deductions at source under Applicable Law.
- 22.4.4 The payment for Bus Kilometre up to Annual Assured Bus Kilometre per each Contracted Bus deployed shall be calculated as:

Fee = PKOMF x Bus Kilometre

Any Penalties levied shall be adjusted against the PKOMF subject to provisions of this Agreement.

- 22.4.5 In case of expiry the Agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.

22.5 Annual Assured Bus Kilometre

- 22.5.1 The Authority agrees that the Fleet Deployment Plan shall ensure the average Bus Kilometres scheduled per Contracted Bus in a continuous period of 12 (twelve) calendar months, commencing from the COD of the respective Contracted Buses, will be no less than Sixty Three thousand (63,000) Kilometres i.e. 180 km/day X 350 days (the “**Annual Assured Bus Kilometre**”).
- 22.5.2 The Annual Assured Bus Kilometre shall be subject to review by Authority on 1st April every year. Variation in Annual Assured Bus Kilometre can be made by a maximum of ±10% (ten percent) from the value in previous year or at the time of signing of the Agreement, as the case maybe.
- 22.5.3 In the event the Authority is unable to demand from the Operator Bus Kilometre up to Annual Assured Bus Kilometre, the Authority shall pay to the Operator, in addition to the payments made for Bus Service based on Invoices presented by the Operator, an amount (the “**Annual Assured Payment Amount**”), which shall be determined as follows:

Payment for Unutilised Kilometres

Annual Assured Payment Amount = $25\% \times (T_m - T_a) \times \text{PKOMF}$

Where,

T_m = Annual Assured Bus Kilometres x Available Fleet

T_a = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (Twelve) calendar months that has triggered this provision.

The determination of whether Annual Assured Payment Amount is due shall be done at the end of a period of 12 (twelve) consecutive calendar months. The Authority shall provide the Operator with a notice of the calculation with the supporting data (the Bus kilometres travelled by each of the Contracted Buses comprising the Available Fleet).

It should be noted that the Annual Assured Payment Amount will not be payable for any shortfall in Bus Kilometres of the Fleet that arises due to:

- a) Default of the Operator under this Agreement;
- b) Non-availability of Contracted Buses for reasons attributable to non-maintenance or accidents by the Operator;
- c) Breach of law by the Operator;
- d) Occurrence of a Force Majeure Event.

Payment for Excess Bus Kilometres

If the Contracted Buses operated under this Agreement exceed the Annual Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Annual Assured Bus Kilometres shall be calculated as follows:

Annual Assured Payment Amount for Excess Kms

= $75\% \times (T_a - T_m) \times \text{PKOMF}$

where

T_a = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 12 (Twelve) calendar months that has triggered this provision;

T_m = Annual Assured Bus Kilometres x Available fleet

- 22.5.4 The Authority shall have right to compute on its own and verify the Annual Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of Contracted Buses, the total number of Bus Kilometres that the Available Fleet has travelled for the aforesaid period.
- 22.5.5 The Authority shall ensure that payment to the Operator is made within the time lines stipulated in this Article 22. In case of any delay in making the Payment of the Fee to the Operator, the Authority shall pay Damages at the rate of 2% (two percent) above the Bank Rate per annum calculated for each day's delay in making the payment subject to maximum of 1 (one) month of period from the date they become payable to the Operator. It is clarified that any delay of a period exceeding 30 (thirty) days shall be regarded as an Authority Default.

22.6 Revision of Fee

- 22.6.1 The Parties agree that the Fee shall be revised every 6 (six) months on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“**Fee Revision**”).
- 22.6.2 The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid period of [6 (six)] months, a statement of the input cost of the electricity consumed at the Charging Infrastructure along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure.
- 22.6.3 The Parties agree that in addition to the provisions of Clause 22.6.2, the Operator shall be entitled to a revision in the PKOMF, to reflect the variation in CPIIW and WPI occurring between the Base Index Date and the Reference Index Date for the relevant Year (the “**Indexed Price**”).
- 22.6.4 In the event that the CPIIW and WPI varies by more than [4% (four per cent)] between the Reference Index Date for any Year and the last date preceding any month of that Year, the Indexed Price shall be revised to reflect such variation at the commencement of that month, and such Indexed Price shall be the PKOMF until its revision for the following month or Year, as the case may be, in accordance with the provisions of the Clause 22.6.3.
- 22.6.5 The Parties agree that the formula for revision of Fee shall be:
- For the 1st revision after COD:

$$\text{Indexed Fee} = \text{Fee} * [1 + (0.2 * \text{CPI IW}) + (0.6 * 0.4 * \text{WPI}) + (0.2 * (\text{price per kWh of electricity on the date of submission of the statement} - \text{price per kWh of electricity on the Base Index Date}) / \text{price per kWh of electricity on the Base Index Date}) / 100)]$$
 - For subsequent revisions:

$$\text{Indexed Fee} = \text{Fee} * [1 + (0.2 * \text{CPI IW}) + (0.6 * 0.4 * \text{WPI}) + (0.2 * (\text{price per kWh of electricity on the date of submission of the statement} - \text{price per kWh of electricity on the preceding Fee Revision Date}) / \text{price per kWh of electricity on the preceding Fee Revision Date}) / 100)]$$
- 22.6.6 Notwithstanding the provisions of Clause 22.6, the Parties agree that the Operator shall be entitled to a revision in Fee in accordance with this Clause 22.6 only if (i) the price per kWh of electricity consumed for the Charging Infrastructure varies by 10% (ten percent); and (ii) the CPIIW and WPI varies by more than 4% within a period of 6 (six) months from the Fee Revision Date in accordance with provisions of Clause 22.6.1.
- 22.6.7 The Parties agree that the Fee shall stand revised pursuant to any amendment in accordance with this Clause 22.6 and shall become the base Fee payable to the Operator under this Agreement. For the avoidance of doubt, it is clarified that in the event of any dispute or difference in calculation of the consumption of electricity or the CPI IW and WPI hereunder, the Dispute Resolution Procedure shall apply.

22.6.8 Payment of Advertisement Revenue

The Operator shall be also be entitled to receive [70%] of the Advertisement Revenue from Contracted Buses during the Payment Period subject to the condition that all revenues received and collected from Advertisement shall be promptly deposited by the Operator in the Escrow Account.

23 ARTICLE 23: TRAINING AND DEPUTATION

23.1 Training

23.1.1 If the Operator requests the Authority for engaging the Authority's employees and the Authority agrees to such request, the Operator shall provide training to the staff of the Authority in accordance with the provisions of this Article 23 (the "Training Obligations").

23.2 Content and duration of training

23.2.1 The content of training shall comprise imparting of knowledge and skills required for operation and maintenance of Contracted Buses, Maintenance Depot and Charging Infrastructure, as the case may be, and shall be developed by the Operator in consultation with the Authority.

23.2.2 The training specified in this Clause 23.2 shall include on-the-job training at the Maintenance Depots and the Operator shall provide capacity building workshops.

23.2.3 Drivers must receive a combination of classroom instruction i.e. refresher training courses including the topics listed in below and behind-the-wheel instructions (simulation trainings) sufficient to enable each Driver to meet the specific requirements applicable in the State:

- a) operate the Contracted Bus in a safe and efficient manner, including fuel efficiency;
- b) safely run on a fixed route, stopping at railroad crossings and performing other specialized driving manoeuvres;
- c) handle emergency situations, including vehicle evacuation procedures;
- d) operate any special equipment, such as ITS, wheelchair lifts, assistance devices or special occupant restraints;
- e) conduct routine maintenance and safety checks of the Contracted Bus;
- f) maintain accurate records as necessary; and
- g) diligently deal with User.

23.2.4 The duration of training courses shall normally be for a minimum period of 5 (five) days and a maximum of 24 (twenty four) days in a year.

23.2.5 The number of trainees participating in training at any time shall normally be a minimum of [10 (ten)] and a maximum of [20 (twenty)].

23.3 Location of Training

23.3.1 Training courses, as may be required by the Authority prior to the COD, shall be conducted by the Operator at the Maintenance Depot or a location nominated by the Authority.

23.3.2 Training courses as per the approved Annual Training Programme shall be conducted on or before every anniversary of the Execution Date by the Operator at [_____].

23.3.3 Training Facilities

- a) The Operator shall set up training facilities or tie-ups with training institutes (the “**Training Institute**”), no later than the 30 days of the Execution Date, for training of Staff in accordance with the provisions of this Agreement;
- b) The Operator shall make arrangements for providing training to meet the Operation and Maintenance Standards.
- c) The driving training simulator to be provided by the Operator shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver’s controls. The simulator shall include:
 - i. A driver’s desk mounted within a motion simulated driving cab;
 - ii. a driver instructor’s console including a steering wheel, [gear transmission], for inputting information and observing the driver’s technique along with printing facilities for recording the proceedings;
 - iii. adequate margin in design of software and hardware to accommodate minor changes/ addition of features in future, if required;
 - iv. a design that shall accommodate road/signalling features of the section through video generated graphics for at least [10 kms (5 kms in each direction)]; and
 - v. other features in accordance with Good Industry Practice.
- d) A computer based training (CBT) module to be provided by the Operator shall simulate fault finding steps required to be taken by maintenance staff in accordance with Good Industry Practice.

23.4 Annual Training Programme

23.4.1 At the commencement of each year, the Operator shall prepare an annual training programme (“**Annual Training Programme**”) in consultation with the Authority with minimum 40 (forty) hours of training annually till 3 (three) years from the COD. After the 3 (three) years from the COD, minimum of 16 (sixteen) hours of training shall be provided to the Staff annually. The Operator shall be obligated to conduct training courses as per the aforesaid annual training programme.

23.5 Costs of Training

23.5.1 The Operator shall bear the cost of training, including the faculty and training material.

23.6 Deputation

23.6.1 The Authority may, in accordance with the provisions of this Article 23, and at the request of the Operator, second its maintenance staff on deputation to the Operator for performing its Maintenance Obligations.

23.6.2 The tenure of deputation shall be for a minimum period of [2 (two)] years and a

maximum of [7 (seven)] years.

- 23.6.3 Save and except as otherwise provided herein, the conditions of service of the Staff on deputation with the Operator, including their promotions and emoluments, shall be governed by the applicable rules of the Authority.

23.7 Terms of Deputation

- 23.7.1 The Authority shall pay the salary and allowances to the staff seconded to the Operator as though such staff was still on the rolls of the Authority.
- 23.7.2 The Operator shall reimburse to the Authority the salary, allowances and bonus paid by the Authority to the staff on deputation; provided that the medical expenses, if any, shall be borne solely by the Authority.
- 23.7.3 The Operator shall pay to each staff on deputation, a deputation-cum-performance allowance, in accordance with the applicable rules of the Authority. Travel allowance of such staff shall be paid by the Operator in accordance with its norms. No other incentive or payment shall be made by the Operator to the staff.
- 23.7.4 The Operator may make available to the staff on deputation, facilities including canteen, rest rooms, personal protective equipment, uniform, conveyance, and recreational facilities.

24 ARTICLE 24: TRANSFER OF MAINTENANCE DEPOTS

24.1 Transfer of Maintenance Depots

- 24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be transferred to the Authority upon Termination of this Agreement. The Parties expressly agree that for and in respect of the transfers hereunder, the provisions of Article 33 shall apply *mutatis mutandis*.
- 24.1.2 Upon transfer of Maintenance Depots hereunder, all equipment, machinery, building, structures, hardware, software and other assets comprising the Maintenance Depots shall vest in the Authority without any Encumbrance.

24.2 Provision of Spares upon Termination

- 24.2.1 The Operator shall provide to the Authority, free of charge, an inventory of Spares along with the Maintenance Depots transferred under this Article 24. The inventory shall comprise of Spares equivalent to one-half of the average annual consumption of Spares in the Buses and at the Maintenance Depots during the preceding [3 (three)] Years. For this purpose, the Operator shall compute the total consumption of each Spare, during the preceding [3 (three)] Years and divide the same by [3 (three)] for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number.
- 24.2.2 Without prejudice to the provisions of Clause 24.2.1, the Authority may, in its discretion, require the Operator to provide an additional inventory of Spares, equivalent in all respects to the inventory of Spares specified in Clause 24.2.1, or such proportion thereof as the Parties may by mutual agreement determine.

- 24.2.3 All Spares provided by the Operator under this Clause 24.2 shall carry a warranty of [30 (thirty)] months from their delivery or [24 (twenty four)] months from the date of its repair or replacement whichever is earlier, as the case may be, free of cost to the Authority. The terms of such warranty shall be determined in accordance with Good Industry Practice.

25 ARTICLE 25: INSURANCE

25.1 Insurances during Operation Period

- 25.1.1 The Operator shall effect and maintain at its own cost, during the Operation Period, such insurances for such maximum sums as may be required under this Agreement and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Operation Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.

25.2 Insurance Cover

- 25.2.1 Without prejudice to the generality of Clause 25.1 above, the Operator shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- a) loss, damage or destruction of the Maintenance Depot, Charging Infrastructure and Contracted Buses;
- b) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Contracted Bus on account of any negligence of the Operator or a defect or deficiency in a Contracted Bus;
- c) the Operator's general liability arising out of the Agreement;
- d) 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923;
- e) 100% replacement cost for any loss and damages to Authority's Assets with Authority as beneficiary.
- f) any other insurance that may be necessary to protect the Contracted Buses, Passengers and the personnel on board against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) above.

- 25.2.2 Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the Contract. Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses.

25.3 Notice to the Authority

- 25.3.1 No later than 45 (forty five) days from the Execution Date, the Operator shall by

notice furnish to the Authority, in reasonable detail, information in respect of the Insurances that it proposes to effect and maintain in accordance with this Article 25. Within 30 (thirty) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other Insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

25.4 Evidence of Insurance Cover

25.4.1 The Operator shall, from time to time, provide to Authority copies of all Insurance Policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with the Agreement.

25.4.2 All Insurances obtained by the Operator in accordance with this Article 25 shall be maintained with Insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any Insurance Cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of Insurance, copies of Insurance Policies and premia payment receipts in respect of such Insurance, and no such Insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Operator to the Authority.

25.4.3 The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all time during the Agreement Period. Operator shall be solely responsible in case of failure of its renewal.

25.5 Remedy for failure to insure

25.5.1 If Operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

25.6 Waiver of subrogation

25.6.1 All insurance policies in respect of the insurance obtained by the Operator pursuant to this Article 25 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.7 Operator's waiver

25.7.1 The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers

and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

25.8 Application of Insurance Proceeds

25.8.1 Subject to the provisions of this Agreement, all claims received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Contracted Buses or Maintenance Depot or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

25.9 Compliance with conditions of insurance policies

25.9.1 The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

26 ARTICLE 26: ACCOUNTS AND AUDIT

26.1 Audited Accounts

26.1.1 The Operator shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide [2 (two)] copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within [90 (ninety)] days of the close of its accounting year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

26.1.2 The Operator shall, within [30 (thirty)] days of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

26.1.3 On or before the expiry of [2 (two)] months after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the bills raised by the Operator for payment by the Authority, (b) the payments received and other revenues derived from the Authority, and (c) such other information as the Authority may reasonably require.

26.2 Appointment of auditors

- 26.2.1 The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of [3 (three)] reputable firms of chartered accountants (the “**Panel of Chartered Accountants**”). All fees and expenses of the Statutory Auditors shall be borne by the Operator.
- 26.2.2 The Operator may terminate the appointment of its Statutory Auditors after a notice of [45 (forty five)] days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.
- 26.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the “**Additional Auditors**”) from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3 Certification of claims by Statutory Auditors

- 26.3.1 Any claim or document provided by the Operator to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.

26.4 Set-off

- 26.4.1 In the event any amount is due and payable by the Authority to the Operator, it may set-off any sums payable to it by the Operator and pay the balance remaining forthwith.

26.5 Dispute resolution

- 26.5.1 In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

27 ARTICLE 27: ESCROW ACCOUNT

27.1 Escrow Account

- 27.1.1 The Authority shall prior to the Appointed Date open and establish an account (the “**Escrow Account**”) with a Bank (the “**Escrow Bank**”) in accordance with this Agreement read with the Escrow Agreement.
- 27.1.2 For the purpose of opening and operating an Escrow Account, the Authority shall enter into an agreement with the Operator and the Escrow Bank (“**Escrow Agreement**”) in accordance with the format provided in Schedule 17 to this Agreement. The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof.

- 27.1.3 The Authority shall at all times throughout the Agreement Period maintain in the Escrow Account, a balance of at least an amount equivalent to 3 (three) month's estimated Fee payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds.

27.2 Deposit in Escrow Account

- 27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:
- a) Demand Incentives as per FAME II amount towards procurement of Contracted Buses;
 - b) All the Fee due and payable to the Operator subject to and in accordance with Article 22;
 - c) all the revenues generated and all the income accruing from the Project including but not limited to the User Fare, any deposits by the Authority from its own resources in order to maintain an amount equivalent to 3 (three) month's estimated Fee in the Escrow Account;
 - d) all amounts collected by way of penalizing the Passengers commuting without ticket;
 - e) Dues towards Termination Payment to the Operator; and
 - f) any other revenues or capital receipts from or in respect of the Project.
- 27.2.2 The Operator shall deposit or cause to be deposited the following in the Escrow Account:
- a) all funds constituting the Financial Package;
 - b) all the revenues generated and all the income accruing from the Project including but not limited to the, advertising revenue, rentals, deposits, capital receipts or insurance claims;
 - c) all payments to the Authority towards Penalties/Damages.

Provided that the Senior Lenders may make direct disbursements to the Operator in accordance with the express provisions contained in this behalf in the Financing Agreements.

27.3 Withdrawal during Operation Period

- 27.3.1 The Operator shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:
- a) all taxes due and payable by the Operator for and in respect of the Project;
 - b) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
 - c) All payments towards Demand Incentives of Contracted Buses;
 - d) All payments to the Operator towards O&M Fee;

- e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- f) All payments to the Operator towards share of Advertisement Revenue;
- g) monthly proportionate provision of Debt Service due in an Accounting Year;
- h) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- 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
- k) Any other payment as due and payable to the Operator by the Authority;
- l) Balance funds to flow to the Authority, subject to the maintenance of balance of amount equivalent to 3 (three) month estimated payment of Fee to the Operator.

27.3.2 The Operator shall not in any manner modify the order of payment specified in Clause 27.3.1, except with the prior written approval of the Authority.

27.4 Withdrawal upon Termination

27.4.1 Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination or Expiry of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated in the following order.

- a) all taxes due and payable by the Operator for and in respect of the Project;
- b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- c) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;
- e) outstanding Debt Service including the balance of Debt Due;
- f) outstanding Subordinated Debt;
- g) Payments to the Operator towards outstanding O&M Fee and share of Advertisement Revenue;
- h) Costs and expenses incurred by the Authority in accordance with the provisions of the Agreement, including payment of Staff salary, administrative expenses, etc.;
- i) any other payments required to be made under this Agreement; and
- j) Balance, if any, to flow to the Authority.

Provided that no appropriations shall be made under Sub-clause (i) of this Clause 27.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 27. The provisions of this Article 27 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 27.4.1 have been discharged

28 ARTICLE 28: TRAFFIC REGULATION AND SECURITY

28.1 Traffic regulation by the Operator

28.1.1 The Operator shall, in consultation with the Authority, regulate the traffic on the

Contracted Buses in accordance with Applicable Laws [and subject to the supervision and control of the Authority or a substitute thereof empowered in this behalf under the Applicable Laws].

28.1.2 The Operator shall, in consultation with the Authority, evolve and publicise a system based on Good Industry Practice such that no User or category of Users is discriminated against or unduly favoured, as the case may be, in the use of the Contracted Buses.

28.1.3 The Operator shall have the right and obligation to manage, operate and regulate the Contracted Buses on a common carrier basis providing non-discriminatory services to all Users.

28.2 Security

28.2.1 The Operator acknowledges and agrees that unless otherwise specified in this Agreement it shall, at its own cost and expense, provide or cause to be provided security within the Contracted Buses for the prevention of terrorism, hijacking, sabotage and/or similar acts or occurrences; provided that the Authority and the Operator may at any time mutually enter into an agreement to jointly provide security services in the Contracted Buses.

28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Contracted Buses. The Operator shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the Authority's actions or the actions of any organisation authorised by the Authority other than those resulting from wilful or grossly negligent acts or omissions of such organisation. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, without unduly or unreasonably disrupting the operations of the Contracted Buses or interfering with the exercise of rights or fulfilment of obligations by the Operator under this Agreement. The Operator agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Authority in the discharge of their obligations thereunder.

28.2.3 Subject to the rights of the Operator under this Clause 28.2.3, the Authority or any agency duly authorised by it shall be entitled to inspect and search all Contracted Buses and to search any person or vehicle entering the Depot Site or departing there from, without unduly or unreasonably disrupting the operations of the Contracted Buses.

28.2.4 The Authority agrees that it shall, at the request of the Operator, procure and provide the services of security forces of the Authority on a best effort basis.

28.2.5 The Authority shall ensure and procure that the personnel of the Operator and all its contractors, suppliers, sub-contractors and agents and the Users of the Contracted Buses are allowed free ingress and egress from the limits of the Contracted Buses without any unreasonable interference by the personnel of the Authority, including the security personnel employed by or on behalf of the Authority.

29 ARTICLE 29: FORCE MAJEURE

29.1 Force Majeure

29.1.1 As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean, save and except as expressly provided otherwise, occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 29.2, 29.3 and 29.4, respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

29.2 Non-Political Events

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

- a) act of God, epidemic, earthquake, flood, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites and Project);
- b) strikes or boycotts (other than those involving Operator, or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being a Political Event set forth in Clause 29.3;
- c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;
- d) any delay or failure of an overseas Contractor to deliver the Contracted Buses or equipment in India if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;
- e) any judgment or order, any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
- f) the discovery of geological conditions, toxic contamination or archaeological remains on the Maintenance Depot Sites that could not reasonably have been expected to be discovered through a site inspection;
- g) any event or circumstances of a nature analogous to any of the foregoing Non-Political Events.

29.3 Indirect Political Event

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

events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- d) any civil commotion, boycott or political agitation which prevents production and assembly of Buses or fulfilment of Maintenance Obligations by the Operator for an aggregate period exceeding 15 (fifteen) days in an Accounting Year;
- e) failure of the Authority to permit the Operator to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;
- g) any Indirect Political Event that causes a Non-Political Event; or
- h) any event or circumstances of a nature analogous to any of the foregoing.

29.4 Political Events

29.4.1 A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a) change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 36 and its effect, in financial terms, exceeds the sum specified in Clause 36.1;
- b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator;
- c) unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Operator to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from Operator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; or
- e) any event or circumstance of a nature analogous to any of the foregoing.

29.5 Duty to report Force Majeure Event

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

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 29 with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

29.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

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

29.6 Effect of Force Majeure Event on the Agreement

29.6.1 Upon the occurrence of any Force Majeure Event prior to Appointed Date, the period set forth in Clause 4.1 for fulfilment of Condition Precedents and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

29.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs, the Contract Period shall be extended by a period, equal in length to the period during which the Operator was prevented from performing its obligations.

29.7 Allocation of Costs arising out of Force Majeure

29.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

- a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

- b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Operator, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Operator; and
- c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Operator.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of income or debt repayment obligations and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

- 29.7.3 Save and except as expressly provided in this Article 29, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

29.8 Termination Notice for Force Majeure Events

- 29.8.1 If a Force Majeure Event subsists for a period of [180 (one hundred and eighty)] days or more within a continuous period of [365 (three hundred and sixty five)] days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant [15 (fifteen)] days' time to make a representation, and may after the expiry of such [15 (fifteen)] days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

29.9 Termination Payment for Force Majeure Events

- 29.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.
- 29.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:
- a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;
 - b) 110% (one hundred and ten per cent) of the Adjusted Equity; and

- 29.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable under Clause 32.3.2 as if it were an Authority Default.

29.10 Dispute Resolution

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

29.11 Excuse from Performance of Obligations

- 29.11.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:
- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
 - b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
 - c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.
- 29.11.2 The Parties agree that the Operator shall develop alternate or standby arrangements for provision of goods and services in accordance with Good Industry Practice and failure on this account shall not excuse the Operator from performance of its obligations hereunder.

30 ARTICLE 30: COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Operator

- 30.1.1 In the event of the Operator being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 30.1 for any default or breach in respect of which Damages are expressly specified and payable under this Agreement.

30.2 Compensation for default by the Authority

- 30.2.1 In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall pay to the Operator by way of compensation, all direct costs suffered or incurred by the Operator as a consequence of such material default or breach within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of

which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material default but shall not include loss of income or debt repayment obligations or other consequential losses.

30.3 Extension of Contract Period

30.3.1 Subject to the provisions of Clause 30.5, in the event that a material default or breach of this Agreement set forth in Clause 30.2 causes delay in achieving COD, the Authority shall, in addition to payment of compensation under Clause 30.2, extend the Contract Period, such extension being equal in duration to the period by which COD was delayed.

30.4 Compensation to be in addition

30.4.1 Compensation payable under this Article 30 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.

30.5 Mitigation of costs and damage

30.5.1 The affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

31 ARTICLE 31: SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

31.1.1 Upon occurrence of an Operator Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Operator under this Agreement including the Operator's right to receive Fee, and other payments pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Operator and may extend up to a period not exceeding [180 (one hundred and eighty)] days from the date of issue of such notice.

31.2 Authority to act on behalf of Operator

31.2.1 During the period of Suspension, the Authority may, at its option and at the risk and cost of the Operator, remedy and rectify the cause of Suspension. The Authority shall be entitled to make deductions from the Fee for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and for defraying the expenses on operation and maintenance of Contracted Buses.

31.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the operation and maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Operator in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Operator under and in accordance with this Agreement, shall be deemed to have been done or taken for

and on behalf of the Operator and the Operator undertakes to indemnify the Authority for all costs incurred during such period. The Operator hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under Clause 31.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Operator for and in respect of operation and maintenance of Contracted Buses.

31.3 Revocation of Suspension

31.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding [90 (ninety)] days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

31.3.2 Upon the Operator having cured the Operator Default within a period not exceeding [90 (ninety)] days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Authority shall provide access to the Maintenance Depots and Buses, as the case may be, to enable the Operator to cure the Operator Default hereunder.

31.4 Termination

31.4.1 At any time during the period of Suspension under this Article 31, the Operator may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 32 as if it is an Operator Default under Clause 32.1.

31.4.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within [180 (one hundred and eighty)] days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of an Operator Default.

32 ARTICLE 32: TERMINATION

32.1 Termination for Operator's Default

32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period specified, or where no Cure Period is specified within a Cure Period of 60 (sixty) days or any period that Authority may deem fit, the Operator shall be deemed to be in default of this Agreement (the “Operator Default”) unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

- a) The Performance Security has been encashed and appropriated in accordance with Clause 9.1.4, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of [30 (thirty)] days;
- b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.1.4, the Operator fails to cure, within a Cure Period of 30 (thirty) days, the Operator Default for which whole or part of the Performance Security was appropriated;
- c) the Operator fails to supply the Prototypes and other Contracted Buses within the period specified in Clause 13.5.2;
- d) the Operator is in material breach of the Operation and Maintenance Obligations, Operation and Maintenance Standards, or the Safety Requirements, as the case may be;
- e) the Operator has failed to make payment of Damages and/ or Penalties to the Authority within the period specified in this Agreement;
- f) a breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect;
- g) the Operator creates any Encumbrance in breach of this Agreement;
- h) the Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- i) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- j) There is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect;
- k) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect;
- l) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed to the Operator for whole or material part of its assets that has a material bearing on the Project;
- m) the Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- n) a resolution for winding up of the Operator is passed, or any petition/ application for winding up of the Operator or a corporate insolvency resolution process is admitted by a tribunal or court of competent jurisdiction and a provisional liquidator, receiver or an interim resolution professional is appointed and such order has not been set aside within [90 (ninety)] days of the date thereof or the Operator is ordered to be liquidated or wound up by a tribunal or court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Agreement and the Project Agreements; and provided that:
 - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

- ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and
- iii. each of the Project Agreements remains in full force and effect.
- o) any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false or the Operator is at any time hereafter found to be in breach thereof;
- p) the Operator submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- q) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
- r) the Operator issues a Termination Notice in violation of the provisions of this Agreement;
- s) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of [_____] days;
- t) the Operator abandons or manifests intention to abandon the operation of the Project without the prior written consent of the Authority;
- u) Operator fails to comply with the Applicable laws, rules and regulations.

32.1.2 Without prejudice to any other right or remedies which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Operator in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Operator:

Provided further that upon written request from the Lenders' Representative and the Operator, the Government shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

32.2 Termination for Authority's Default

32.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Operator or due to Force Majeure. The defaults referred to herein shall include the following:

- a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Operator; or
- b) the Authority has failed to make any Payment to the Operator within the period specified in this Agreement; or
- c) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

32.2.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of an Authority Event of Default, the Operator shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.3 Termination Payment

32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:

- a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and
- b) 70% (seventy per cent) of the amount representing the Additional Termination Payment:

Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.

For the avoidance of doubt, the Operator hereby acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD.

32.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:

- a) Debt Due;

b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and

32.3.3 Termination Payment shall become due and payable to the Operator within 60 (sixty) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 2% (two per cent) above the Bank Rate for each day's delay on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days, provided further that liability of the Authority to make the Termination Payment hereof is subject to the fulfilment of the Divestment Requirements in accordance with the provisions of Article 33 of this Agreement. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

32.3.4 Upon Termination on expiry of the Agreement Period by efflux of time, no Termination Payment shall be due and payable to the Operator; provided that in the event any assets and equipment at the Maintenance Depots, essential for the efficient, economic and safe operation of the Contracted Buses, shall have been acquired and installed after the [7th] anniversary of the Appointed Date, with prior written consent of the Authority, which consent shall not be unreasonably denied, a Termination Payment equal to [80% (eighty percent)] of the Adjusted Depreciated Value of such assets and equipment shall be deemed to be Debt Due for the purposes of Termination Payment.

32.3.5 The Operator expressly agrees that Termination Payment under this Article 32 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

32.4 Certain limitations on Termination Payment

32.4.1 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.

32.5 Other Rights and Obligations upon Termination

32.5.1 Upon Termination for any reason whatsoever, the Authority shall:

- a) take possession and control of the Contracted Buses and Maintenance Depots forthwith;

- b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;
- c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;
- d) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and
- e) succeed upon election by the Authority, without the necessity of any further action by the Operator, to the interests of the Operator under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

32.6 Survival of Rights

- 32.6.1 Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

33 ARTICLE 33: DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Agreement Period

- 33.1.1 Upon expiry of the Contract Period, the Operator shall comply with and conform to the following divestment requirements (the “**Divestment Requirements**”), no later than [15 (fifteen)] days from the date of expiry of the Agreement Period:
- a) deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein, free and clear of all Encumbrances;
 - b) cure all the equipment at the Maintenance Depots of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice;
 - c) deliver and transfer relevant records, reports and Intellectual Property pertaining to the Maintenance Depots including all software and manuals pertaining thereto, and complete ‘as built’ Drawings as on the Transfer

Date so as to enable the Authority to operate and maintain the Contracted Buses and Maintenance Depots, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Contracted Bus and shall be assigned or licensed to the Authority free of any Encumbrance;

- d) transfer and/or deliver all Applicable Permits in respect of the Maintenance Depots to the extent permissible under Applicable Laws;
- e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;
- f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Maintenance Depots; and
- g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Maintenance Depots and Insurance Cover, free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.2 Inspection and cure

- 33.2.1 Not earlier than 90 (ninety) days prior to expiry but not later than 15 (fifteen) days prior to the effective date of such expiry, the Authority shall verify, after giving due notice to the Operator specifying the time, date and place of such verification and/or inspection, compliance by the Operator with the Maintenance Obligations, and if required, cause appropriate tests to be carried out at the Operator's cost for this purpose. The Operator shall at its own cost and expense, cure defaults if any, in the Maintenance Obligations and the provisions of Article 32 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 33.

33.3 Cooperation and assistance on transfer of Maintenance Depots

- 33.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the assets specified in Clause 33.1.1 in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the users, other members of the public or the lawful occupiers of any part of the Depot Sites.
- 33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon Termination

33.4.1 Upon Termination, the Operator shall comply with and conform to the following divestment requirements (the “**Divestment Requirements**”), no later than [15 (fifteen)] days from the date of Termination:

- a) deliver forthwith the actual or constructive possession of the Contracted Buses, free and clear of all Encumbrances;
- b) cure all Contracted Buses of all defects and deficiencies so that the Contracted Buses are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than [120 (one hundred and twenty)] days prior to such Termination or expiry of the Agreement Period, the Authority shall grant to the Operator such additional time, not exceeding [240 (two hundred forty)] days, as may be reasonably required for repair and rectification thereof;
- c) deliver and transfer relevant records, [Intellectual Property] and reports pertaining to the Contracted Buses including all software and manuals pertaining thereto, and complete ‘as built’ Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. [For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Contracted Bus and shall be assigned or licensed to the Authority free of any Encumbrance];
- d) transfer and/or deliver all Applicable Permits in respect of the Contracted Buses, to the extent permissible under Applicable Laws;
- e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;
- f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Contracted Buses; and
- g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Contracted Buses free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.4.2 Subject to the exercise by the Authority of its rights under this Agreement or any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Operator, the Parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.

33.5 Inspection and cure

33.5.1 Not earlier than [90 (ninety)] days prior to Termination but not later than [15 (fifteen)] days prior to the effective date of such Termination, the Authority

shall verify, after giving due notice to the Operator specifying the time, date and place of such verification and/or inspection, compliance by the Operator with the Maintenance Obligations, and if required, cause appropriate tests to be carried out at the Operator's cost for this purpose. The Operator shall at its own cost and expense, cure defaults if any, in the Maintenance Obligations and the provisions of Article 32 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 33.

33.6 Vesting Certificate

33.6.1 The divestment of all rights, title and interest in the assets specified in Clause 33.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule 21 (the “**Vesting Certificate**”), which will have the effect of constituting evidence of divestment by the Operator of all of its rights, title and interest in such assets, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Buses and Maintenance Depots on the footing that all Divestment Requirements have been complied with by the Operator.

33.7 Divestment costs etc.

33.7.1 Upon expiry of the Contract Period, the Parties shall bear and pay equally, all costs incidental to divestment of all of the rights, title and interest of the Operator in the d Maintenance Depots in favour of the Authority.

33.7.2 In the event of Termination attributable to the Operator, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Contracted Buses and Maintenance Depots in favour of the Authority upon such Termination.

33.7.3 In the event of Termination attributable to the Authority, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Contracted Buses and Maintenance Depots in favour of the Authority upon such Termination.

33.7.4 In the event of any dispute relating to matters covered by and under this Article 33, the Dispute Resolution Procedure shall apply.

34 ARTICLE 34: DEFECTS LIABILITY AFTER TERMINATION

34.1 Liability for defects after Termination

34.1.1 The Operator shall be responsible for all defects and deficiencies in the Contracted Buses, Charging Infrastructure and Maintenance Depot for a period of [180 (one hundred and eighty)] days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Contracted Buses and Charging Infrastructure during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of [15 (fifteen)] days from the

date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost so as to make the Contracted Buses and Charging Infrastructure conform to the Maintenance Obligations. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within [15 (fifteen)] days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

34.2 Retention in Escrow Account

- 34.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 34.2.3, a sum equal to [10% (ten per cent)] of the total Fee in respect of the Accounting Year immediately preceding the Transfer Date shall be retained by the Authority for a period of [150 (one hundred and fifty)] days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 34.1.
- 34.2.2 Without prejudice to the provisions of Clause 34.2.1, the Authority shall carry out an inspection of the Contracted Buses, Charging Infrastructure and Maintenance Depots at any time between [180 (one hundred and eighty)] and [15 (fifteen)] days prior to the Termination and if it determines that the status of the Contracted Buses and Charging Infrastructure is such that a sum larger than the amount stipulated in Clause 34.2.1 should be retained by the Authority and for a period longer than the aforesaid [180 (one hundred and eighty)] days, the amount so determined, subject to a ceiling equivalent to twice the amount specified in Clause 34.2.1 shall be retained by the Authority for a period not exceeding [240 (two hundred and forty)] days.
- 34.2.3 The Operator may, for the performance of its obligations under this Article 34, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 34.2.1 or 34.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule 1 (the "**Performance Security**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Operator's risk and cost in accordance with the provisions of this Article 34. Upon furnishing of a Performance Guarantee under this Clause 34.2.3, the retention of funds in terms of Clause 34.2.1 or 34.2.2, as the case may be, shall be dispensed with.

35 ARTICLE 35: ASSIGNMENT AND CHARGES

35.1 Restrictions on Assignment and Charges

- 35.1.1 Subject to the Clause 35.2, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 35.1.2 Subject to the provision of Clause 35.2, the Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its

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

35.2 Permitted Assignment and Charges

35.2.1 The restraints set forth in Clause 35.1 shall not apply to:

- a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;
- b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Operator, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;
- c) assignment of rights, interest and obligations of the Operator to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and
- d) liens or encumbrances required by any Applicable Law.

35.3 Substitution Agreement

35.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Operator pursuant to the agreement for substitution of the Operator (the "**Substitution Agreement**") to be entered into amongst the Operator, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule 22.

35.3.2 Upon substitution of the Operator under and in accordance with the Substitution Agreement, the Nominated Company substituting the Operator shall be deemed to be the Operator under this Agreement and shall enjoy all rights and be responsible for all obligations of the Operator under this Agreement as if it were the Operator; provided that where the Operator is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of [120 (one hundred and twenty)] days to the Operator for curing such breach.

35.4 Assignment by the Authority

35.4.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Operator, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

36 ARTICLE 36: CHANGE IN LAW

36.1 Increase in costs

36.1.1 If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial

effect of which exceeds Rs. 8 crore (Rupees Eight crore)⁶ in any Accounting Year, the Operator may so notify the Authority and propose amendments to this Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within [90 (ninety)] days of the aforesaid notice, the Operator may by notice require the Authority to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within [15 (fifteen)] days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Operator, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.1 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

36.2 Reduction in costs

36.2.1 If as a result of Change in Law, the Operator benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds Rs. 8 crore (Rupees Eight crore) in any Accounting Year, the Authority may so notify the Operator and propose amendments to this Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than [30 (thirty)] days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within [90 (ninety)] days of the aforesaid notice, the Authority may by notice require the Operator to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within [15 (fifteen)] days of receipt of such notice, along with particulars thereof, the Operator shall pay the amount specified therein to the Authority; provided that if the Operator shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

36.3 Protection of NPV

36.3.1 Pursuant to the provisions of Clauses 36.1 and 36.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the

⁶ 10% of Fee payable/Year/Package

“NPV”) of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.

36.4 Restriction on cash compensation

- 36.4.1 The Parties acknowledge and agree that the demand for cash compensation under this Article 36 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than [1 (one)] year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than [2 (two)] years from the close of such Accounting Year.

37 ARTICLE 37: LIABILITY AND INDEMNITY

37.1 General Indemnity

- 37.1.1 The Operator will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Operator to any person or from any negligence of the Operator under this Agreement or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.
- 37.1.2 The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Maintenance Depot Sites, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related Agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related Agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, sub-contractors, servants or agents, the same shall be the liability of the Operator.

37.2 Indemnity by the Operator

- 37.2.1 Without limiting the generality of Clause 37.1, the Operator shall fully

indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) failure of the Operator to comply with Applicable Laws including any compliances under labour laws & regulations including Factories Act 1948, and Applicable Permits;
- b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's contractors, suppliers and representatives; or
- c) non-payment of amounts due as a result of materials or services furnished to the Operator by any of its contractors which are payable by the Operator or any of its contractors.

37.2.2 Without limiting the generality of the provisions of this Article 37, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Operator or by the Operator's contractors in performing the Operator's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots or Contracted Buses, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Operator is unable to secure such license within a reasonable time, the Operator shall, at its own expense, and without impairing the specifications, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they becomes non-infringing.

37.3 Notice and Contest of Claims

37.3.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 37 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand 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 or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

37.4 Defence of Claims

- 37.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 37, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- 37.4.2 If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 37.4.3 If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
 - b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
 - c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party;
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:
 - e) Provided that if Sub-clauses (b), (c) or (d) of this Clause 37.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to

direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

37.5 No Consequential Claims

37.5.1 Notwithstanding anything to the contrary contained in this Article 37, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

37.6 Limitation of Liability

37.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except Termination Payment, shall not exceed the **Performance Security Amount**. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties.

37.6.2 Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any loss of profit or for any other indirect or consequential damages or losses that may be suffered in connection with this Agreement.

37.7 Survival on Termination

37.7.1 The provision of this Article 37 shall survive Termination.

38 ARTICLE 38: RIGHTS AND TITLE OVER THE DEPOT SITES

38.1 Operator's Rights

38.1.1 For the purpose of this Agreement, the Operator shall have the right to use the Maintenance Depot Site/s subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by Third Party (ies) in accordance with and subject to the provisions of this Agreement.

38.2 Access Rights of the Authority and Others

38.2.1 The Operator shall allow free access to the Maintenance Depots, including Contracted Buses and Charging Infrastructure at all times to the Authority's Representative and/ or any person authorized by the Authority, and also to the persons duly authorized by any Government Instrumentality to inspect the Project or to investigate any matter within their authority, and upon reasonable notice, the Operator shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

38.2.2 The Operator shall, for the purpose of operation and maintenance of any public utility (such as water supply, sewerage, electricity, gas pipeline, etc.), allow free access to the Depot Sites at all times for the authorized persons and vehicles of the controlling body of such utility.

38.3 Property Tax

38.3.1 All property taxes on the Depot Sites shall be payable by the Authority as owner of the Depot Sites; provided, however, that any such taxes payable by the

Operator under Applicable Laws for use of the Depot Sites shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of licence comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Operator to pay such stamp duties, which shall be reimbursed by the Authority to the Operator within [15 (fifteen)] days of receiving the demand therefor.

38.4 Restriction on Sub-Letting

38.4.1 The Operator shall not sub-license or sub-let the whole or any part of the Depot Sites save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors/sub-contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Depot Sites.

39 ARTICLE 39: DISPUTE RESOLUTION

39.1 Dispute Resolution

39.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 39.2.

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

39.2 Conciliation

39.2.1 In the event of any Dispute between the Parties, either Party may call upon the other in arriving at an amicable settlement thereof. Failing which, either Party may require such Dispute to be referred to the _____/ any other designated officer of the Authority and the Chairman of the Board of Directors/ any other designated officer of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 39.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 39.3.

39.3 Arbitration

39.3.1 Any Dispute which is not resolved amicably by conciliation as provided in Clause 39.2 shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 39.3.2. 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 or any amendment thereof. The venue of such arbitration shall be [_____], and the language of arbitration proceedings shall be English.

- 39.3.2 There shall be a Board of three arbitrators of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 39.3.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Article 39 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.
- 39.3.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.
- 39.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

39.4 Adjudication by Regulatory Authority or Commission

- 39.4.1 In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

40 ARTICLE 40: DISCLOSURE

40.1 Disclosure of Specified Documents

- 40.1.1 The Operator shall make available for inspection by any person, copies of this Agreement, the Maintenance Manual, the Safety Requirements and Manual of Specifications and Standards (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the Operator’s Project site office. The Operator shall prominently display at the Maintenance Depot, public notices stating the availability of the Specified Documents for such inspection, and shall make copies of the same available to any person upon payment of copying charges on a “no profit no loss” basis.

40.2 Disclosure of Documents relating to Safety

- 40.2.1 The Operator shall make available for inspection by any person copies of all Documents and data relating to safety of the Contracted Buses, free of charge, during normal business hours on all working days, at the Operator’s Project Site office. The Operator shall make copies of the same available to any person upon

payment of copying charges on a “no profit no loss” basis.

40.3 Withholding disclosure of Protected Documents

- 40.3.1 Notwithstanding the provisions of Clauses 40.1 and 40.2, the Authority shall be entitled to direct the Operator, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 40.1 and 40.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

41 ARTICLE 41: REDRESSAL OF COMPLAINTS

41.1 Complaints Register

- 41.1.1 The Operator shall keep one register (the “**Complaint Register**”) in every Bus for recording of complaints by Users and another for recording of complaints by drivers and maintenance staff.

- 41.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, substance of the complaint and the action taken by the Operator.

- 41.1.3 Without prejudice to the provisions of Clauses 41.1.1 and 41.1.2, the Authority may, in consultation with the Operator, specify the procedure for making complaints in electronic form and for responses thereto.

41.2 Redressal of Complaints

- 41.2.1 The Operator shall inspect the Complaint Register of every Contracted Bus before undertaking any maintenance, as the case may be, and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly recorded by the Operator in the Complaint Register.

- 41.2.2 In the event that a complaint shall require an urgent response from the Operator, the Driver of Contracted Buses or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Command Control Centre forthwith and upon receiving such complaint, the Operator shall despatch its Prompt Response Team and take such other action as may be necessary.

- 41.2.3 Within 7 (seven) days of the close of each month, the Operator shall send to the Authority, a true photocopy each of the pages of the complaint register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Operator to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

42 ARTICLE 42: MISCELLANEOUS

42.1 Governing Law and Jurisdiction

42.1.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the High Court at [_____] shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

42.2 Waiver of Immunity

42.2.1 Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction;
- 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).

42.3 Depreciation and Interest

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

42.4 Delayed Payment

42.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall, unless governed by the period set forth in any specific clauses of this Agreement, be made within the period set forth therein and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall unless specified otherwise in any particular clause of this Agreement, pay interest for the period of delay calculated at a rate equal to 2% (two per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

42.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

42.5 Waiver

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

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

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

42.6 Liability for Review of Documents and Drawings

42.6.1 Except to the extent expressly provided in this Agreement:

- a) no review, comment or approval by the Authority of any Project Agreement, Document or Drawing submitted by the Operator nor any observation or inspection of the construction, operation or maintenance of the Project and Contracted Buses nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- b) the Authority shall not be liable to the Operator by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

42.7 Exclusion of Implied Warranties

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

42.8 Survival

42.8.1 The Termination shall:

- a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 42.8.2 All rights and obligations surviving Termination shall only survive for a period of [3 (three)] years following the date of such Termination; provided, however, that all obligations of the Operator in relation to licensing, sub-licensing, assignment or transfer of the specified Intellectual Property to the Authority shall survive the Termination in perpetuity.

42.9 Entire Agreement

- 42.9.1 This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Operator arising from the RFP, as the case may be, shall be deemed to form part of this Agreement and treated as such.

42.10 Severability

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

42.11 No Partnership

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

42.12 Third Parties

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

42.13 Successors and Assigns

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

42.14 Notices

- 42.14.1 Unless otherwise stated, notices to be given under this Agreement shall be in

writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority	If to Operator
(Name of the Concerned Official)	(Name of the Concerned Official)
Detailed Address with e-mail id, Mobile No. etc.	Detailed Address with e-mail id, Mobile No. etc.

42.14.2 All notices under this Agreement shall be in English.

42.15 Language

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

42.16 Counterparts

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

43 ARTICLE 43: DEFINITIONS

43.1 Definitions

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

“Accounting Year”	means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year
“Adjusted Depreciated Value”	means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date;
“Adjusted Equity”	means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring: a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date; b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”)

	<p>and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and</p> <p>c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.83% (zero point five six per cent) thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;</p>
“Agreement or Contract”	means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
“Annual Assured Bus Km.”	shall have the meaning as ascribed thereto in Clause 22.5.1 of the Agreement
“Annual Assured Fleet Availability”	shall have the meaning as ascribed thereto in Clause 16.8.2 of the Agreement
“Annual Assured Payment Amount”	shall have the meaning as ascribed thereto in Clause 22.5.3 of the Agreement
“Annual Safety Report”	shall have the meaning ascribed to it in Clause 18.5.1
“Applicable Law”	means all laws, brought into force and effect by Government of India or the State Government or the Local Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.
“Applicable Permits”	means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.
“Appointed Date”	means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the

	Contract Period;
“Arbitration Act”	means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time
“Authority”	means City Transport Services SPV or any Nodal Agency or its Authorized representatives.
“Authority Default”	shall have the meaning set forth in Clause 32.2.1;
“Authority’s Representative”	means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement
“Available Fleet”	means the Contracted Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability
“BOOT” or “Build, Own, Operate and Transfer”	shall have the meaning as set forth in Recital (B);
“Bank”	means a Nationalised Bank or a Scheduled Bank incorporated in India and having a minimum Net worth of Rs. 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, Scheduled Bank shall mean a Bank as defined under section 2(e) of the Reserve Bank of India Act, 1934
“Bank Rate”	means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of Section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect
“Bid”	means the documents in their entirety comprised in the bid submitted by the {Selected Bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof and “Bids” shall mean the bids submitted by any and all Eligible and Qualified bidders;
“Breakdown”	means the mechanical failure of a bus that prevents the bus from being operation or impedes the operation so much that it is impossible or dangerous to operate;
“Buses or Contracted Bus”	means bus complying with Standards and Specifications as detailed in Schedule 8, procured by the Operator and deployed as per the Fleet Deployment Plan, for the purposes of Project.
“Bus Delivery Schedule”	shall have the meaning as ascribed thereto in the Clause 13.5.2 of the Agreement
“Bus Kilometre”	means kilometres travelled by each Bus, as per this Agreement or as directed/approved by the Authority;
“Bus Permit”	means the permit for operating Contracted Buses for public carriage/stage carriage as may be required under the Motor Vehicles Act, 1986 or any other Applicable Law.
“Bus Service”	means the commercial operation of Contracted Buses within the Bus Service Area, for providing public carriage services, including maintenance and daily operation of the Contracted

	Buses.
“Bus Service Area”	means area of operation and the Routes, which is described in greater detail in Schedule 3.
“Bus Specification/ Technical Specifications”	shall mean the specifications of the Contracted Buses including but not limited to design, power, ITS and other IT equipment and other details as specified in Schedule 8.
“Bus Stop”	means pick up points, where the Contracted Buses shall stop for a short duration for Passengers to embark into the Contracted Bus or disembark from the Contracted Bus and this may be subject to change from time to time subsequent to a written notification by the Authority.
“CPI IW”	means the Consumer Price Index for Industrial Workers published by Labour Bureau, Government of India and shall include any index which substitutes the CPIIW, and any reference to CPIIW shall, unless the context otherwise requires, be construed as a reference to the CPIIW published for the period ending with the preceding month;
“Certificate of Fitness”	means the certificate issued by competent authority as per Motor Vehicle Act, 1988
“Certificate of Registration”	means the certificate issued by competent authority to the effect that a motor vehicle has been duly registered in accordance with the provisions of Chapter IV of Motor Vehicle Act, 1988 & Rules made thereunder
“Change in Law”	means the occurrence of any of the following after the Bid Due Date: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law; (c) the commencement of any Indian law, which has not entered into effect until the Bid Due Date; (d) a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date; or (e) any change in the rates of any of the Taxes that have a direct effect on the Agreement;
“Change in Ownership”	means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period; provided that any material variation (as compared to the representations made by or on behalf of the Operator during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,)

	in the proportion of the equity holding of {the Selected Bidder/ Lead Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator, (ii) the Lead Member cease to hold a minimum of 38% (thirty eight per cent) of such Equity, or (iii) by any Consortium Member whose technical and/or financial capacity was evaluated for the purposes of short-listing in response to the Request for Proposal, that results, or may result, in such member ceasing to hold Equity less than; (a) 26% (twenty six per cent) of the Equity; or (b) 5% (five per cent) of the total project cost, till the expiry of COD, shall constitute a Change in Ownership;
“Change of Scope”	shall have the meaning as set forth in Clause 15.1;
“Change of Scope Order”	shall have the meaning set forth in Clause 15.2;
“Charging Infrastructure”	means charging stations/charging points / infrastructure including the equipment installed for charging of Contracted Buses at Maintenance Depot or en-route, complying with <i>“Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time</i>
“Conditions Precedent”	shall have the meaning as set forth in Clause 4.1.1;
“Construction Period”	means the period beginning from the Appointed Date and ending on COD;
“Construction Works”	means all works and things necessary to complete the Maintenance Depots in accordance with this Agreement;
“Contract”	shall have the meaning as set forth in Clause 3.1.1
“Contractor”	means the person or persons, as the case may be, with whom the Operator has entered into any of the construction contracts, the O&M Contract any other material contract for construction, operation and/or maintenance of the Maintenance Depots or the Buses, as the case may be, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Operator;
“Command Control Centre”	means computerised central monitoring unit setup within the Maintenance Depot or any other place, operated and supervised by the Operator for monitoring and control of the Bus Service
“Commercial Operations Date”	shall have the same meaning as provided in Clause 14.4.5 of this Agreement.
“Cure Period”	means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

	<p>a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;</p> <p>b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and</p> <p>c) not in any way be extended by any period of Suspension under this Agreement;</p> <p>provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;</p>
“Damages”	shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;
“Debt Due”	<p>means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <p>a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the “Principal”) but excluding any part of the Principal that had fallen due for repayment [two years] prior to the Transfer Date;</p> <p>b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and</p> <p>c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;</p> <p>provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;</p>
“Debt Service”	means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;
“Depot Sites”	shall have the meaning as set forth in Article 10;
“Depot License Agreement”	means the agreement executed between the Authority and the Operator in pursuance of which the Operator shall be given a

	limited right to use the Maintenance Depot, as provided in Schedule 7 to this Agreement
“Designs” or “Drawings”	means all of the drawings, designs, calculations and documents pertaining to the Contracted Buses and Maintenance Depots as set forth in Schedule 6;
“Directorate”	means Directorate of Urban Transport, Government of Uttar Pradesh
“Dispute”	shall have the meaning ascribed to it in Article 39 of this Agreement.
“Dispute Resolution Procedure”	means the procedure for resolution of Disputes as set forth in Article 39;
“Divestment Requirements”	means the obligations of the Operator for and in respect of Termination as set forth in Clause 33.1.1;
“Document” or “Documentation”	means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;
“Emergency”	means a condition or situation that is likely to endanger the security of the individuals on or about the Maintenance Depots or Contracted Buses, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;
“Encumbrances”	means, in relation to the Depot Sites/ Maintenance Depots or Contracted Buses, as the case may be, any encumbrances 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, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots, or Contracted Buses, as the case may be, where applicable herein;
“Equity”	means the sum expressed in Indian Rupees representing the paid up equity share capital of the Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Operator, and any interest-free funds advanced by any shareholder of the Operator for meeting such equity component.
“Escrow Account”	means an Account which the Operator shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;
“Escrow Agreement”	shall have the meaning set forth in Clause 27.1.2;
“Escrow Bank”	shall have the meaning set forth in Clause 27.1.1;
“Escrow Default”	shall have the meaning set forth in Schedule 17;
“Execution Date”	shall mean and refer to the date of signing of this Agreement

“Expiry Date”	shall have the same meaning as provided in Clause 3.2.4 of this Agreement
“Fee”	shall have the meaning set forth in Clause 22.2.1;
“Fee Revision”	shall have the meaning set forth in Clause 22.6;
“Financial Close”	means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;
“Financial Model”	means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;
“Financial Package”	means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt, if any;
“Financing Agreements”	means the agreements executed by the Operator in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;
“Fare”	means the charge levied on and payable by a User/Passenger of the Contracted Bus
“Fleet”	shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement
“Force Majeure” or “Force Majeure Event”	shall have the same meaning as provided in Article 29 of this Agreement
“Government”	means the “Government of Uttar Pradesh (GoUP) or “Government of India (GoI)” as is relevant in the context
“Good Industry Practice”	means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;
“Government Instrumentality”	means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over

	all or any part of the Buses or Maintenance Depots as the case may be, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;
“Insurance Cover”	means the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 25, and includes all insurances required to be taken out by the Operator under Clause 25.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;
“Intellectual Property”	means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
“Invoice Amount”	shall have the meaning as set forth in Clause 22.4.1;
“Key Performance Indicators”	shall have the meaning as set forth in Clause 20.1;
“Lead Member”	shall mean the lead member of the Consortium, and in the event there is no Consortium, the Selected Bidder;
“Lenders’ Representative”	means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;
“Lot of Buses”	means Contracted Buses procured and delivered by the Operator, in lots as per the Bus Delivery Schedule for operation in Bus Service Area
“Maintenance Depot”	means the developed space/area which is equipped with facilities, plant and equipment, tools, fixtures, provision for all utilities, etc. for parking, repair, maintenance, charging, washing, cleaning etc. of the Contracted Buses, including workshop sheds, office building, guard rooms for security, other facilities for bus crew, depot management/ administrative staff and for preparing them for Bus Service as per Agreement.
“Material Adverse Effect”	means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;
“Material Breach”	means a breach by either Party of any of its obligations under the Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bus Service

	or implementation of the Project, and which such Party has failed to cure.
“O&M”	means operation and maintenance of the Contracted Buses and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;
“O&M Contract”	means the maintenance contract that may be entered into between the Operator and the O&M Contractor for performance of all or any of the O&M obligations;
“O&M Contractor”	means the person, if any, with whom the Operator has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Operator;
“O&M Expenses”	means expenses incurred by or on behalf of the Operator or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;
“Operation Manual”	shall have the meaning as set forth in Clause 16.4.1;
“Operator Default”	shall have the meaning as set forth in Clause 32.1.1;
“Operation Period”	shall have the same meaning as provided in Clause 3.2.2 of this Agreement
“Operation Year”	means a year (period of 365 days) starting from April 1 of a year to March 31 of the following year.
“Parties”	means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
“Performance Security”	shall have the meaning as set forth in Clause 9.1.1;
“Passenger or User”	means a person who uses or intends to use the Contracted Buses on payment of User Fare or in accordance with the provisions of this Agreement and Applicable Laws;
“Performance Security”	shall have the same meaning as provided in Article 4 of this Agreement.
“PKOMF”	shall mean the Per Kilometre O&M Fee quoted (and accepted by the Directorate) by the Selected Bidder in its Financial Bid for Contracted Buses, which the Operator shall charge for providing Bus Service in accordance with the provisions of this Agreement. For the avoidance of doubt, the term Per Kilometre O&M Fee shall also include any revision in per Kilometre cost in terms of Clause 22.2.4
“Project”	shall have the same meaning as provided in Recital B of this Agreement.
“Project Agreement”	means this Agreement, Depot License Agreement, Annual Maintenance Contract and any other contracts/ agreements

	that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement
“Project Assets”	means all physical and other assets relating to and forming part of the Depot Sites and Maintenance Depots, including: <ul style="list-style-type: none"> a) rights over the Depot Sites in the form of licence, Right of Way or otherwise; b) tangible assets such as civil works and equipment including foundations, embankments, electrical systems, communication systems and administrative offices; c) all rights of the Operator under the Project Agreements; d) financial assets, such as receivables, security deposits etc.; e) insurance proceeds; and f) Applicable Permits and authorisations relating to or in respect of the Project;
“RFP”	means the Request for Proposal document issued by Directorate of Urban Transport, for the purposes of selecting an Operator on a competitive bidding basis.
“Routes”	means the routes, as determined by the Authority, from time to time, on which the Contracted Buses would operate as part of the Bus Service as specified in Fleet Deployment Plan in Schedule 12
“RTA or RTO”	means the relevant Regional Transport Authority/ Regional Transport Office of [insert name of city] as per Motor Vehicle Act, 1988
“Right of Way”	means the constructive possession of the Maintenance Depots, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for operation and maintenance of the Project in accordance with this Agreement
“Subordinated Debt”	means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date: <ul style="list-style-type: none"> a) the principal amount of debt provided by lenders or the Operator’s shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date; provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the

	Operator's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;
"Service Standards"	means all the rules, regulations and guidelines relating to the Bus Service that has been developed by the Authority, a copy of which is provided in Schedule 13. Amendments, variations, deletions or additions made to the Service Standards by the Authority during the Term or any renewal term of this Agreement are also included.
"Selected Bidder"	means Person who has been selected by the Directorate pursuant to competitive Bidding process pursuant to the RFP.
"Senior Lenders"	means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold <i>pari passu</i> charge on the assets, rights, title and interests of the Operator;
"Taxes"	means any Indian taxes including the goods and services tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project, which are charged, levied or imposed by any Authority Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;
"Termination"	means the early termination of the Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement from the Execution Date due to efflux of time in the normal course.
"Termination Date"	means the date specified in the Termination Notice as the date on which Termination occurs.
"Termination Notice"	means the notice of Termination by either Party to the other Party, in accordance with the Agreement.
"Third Party"	means any Person other than the Authority and the Operator
"Total Project Cost"	<p>means the capital cost incurred on construction and financing of the Project, and shall be limited to the lowest of:</p> <ul style="list-style-type: none"> a) the capital cost of the Project, as set forth in the Financial Package; b) the actual capital cost of the Project upon completion; and c) a sum of Rs. ***** crore (Rupees ***** crore); <p>provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in</p>

	accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost. For the avoidance of doubt, it is agreed that Total Project Cost shall not include the cost of Specified Assets.
“Transfer Date”	means the date of completion of the Services under this Agreement or termination of the Agreement by a Termination Notice;
“WPI”	means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

REQUEST FOR PROPOSAL (RFP)

for selection of

OPERATOR/s

for

Procurement, Operation and Management of
AC Midi Electric Buses for City Bus Services
in the cities of
(Uttar Pradesh)
on Gross Cost Contract Basis

List of Schedules

September 2019

Directorate of Urban Transport
Department of Urban Development
Room No.305, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector-7, Gomti Nagar Extension, Lucknow: 226 010

Schedules

Schedule 1

Performance Security

UNCONDITIONAL AND IRREVOCABLE
PERFORMANCE SECURITY BANK GUARANTEE

The Managing Director

WHEREAS:

- A. (the “**Operator**”) and the _____, a Special Purpose Vehicle for City Bus Services for _____ (the “**Authority**”) have entered into an Agreement dated (the “**Agreement**”) whereby the Authority has granted to the Operator a non-exclusive right to procure, operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the Operator has agreed to undertake the Project on the terms and conditions contained therein, subject to and in accordance with the provisions of the Agreement.
- B. The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs. _____ (Rupees _____ only) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement 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 Operator’s obligations during the Agreement 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 Operator, such sum or sums up to 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.
- 2) A letter from the Authority, under the hand of an Officer not below the rank of the (name of the officer), that the Operator 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 Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court,

tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

- 3) 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 Operator 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.
- 4) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
- 5) 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 Operator 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 Operator, 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 Operator 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.
- 6) 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 Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
- 7) 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 a period of 120 (one hundred and twenty) days beyond the Agreement Period 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.
- 8) 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.
- 9) 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 authorised 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.

- 10) 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 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:

- a) *The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee*
- b) *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 2**Scope of Services**

The scope of the Agreement (the “**Scope of Services**”) shall mean and include, during the Agreement Period, the following:

1. Responsibilities during “Bus Procurement”

The Operator shall before the deployment of Contracted Buses undertake and complete the following tasks:

- a) Setting up of Maintenance Depot along with required Charging Infrastructure for operation and maintenance of the Contracted Buses;
- b) Procure and Deliver []¹ number of Contracted Buses as per Bus Specifications, types and Bus Delivery Schedule mentioned in the RFP;
- c) Keep the Authority informed at all stages and progress of bus procurement, bus building and delivery;
- d) Ensure that at the time of supply of Contracted Buses, all the Contracted Buses should satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also should satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time. For this purpose Operator/OEM need to submit required type approval certificate from the recognized testing agency before releasing of payment from DHI to STU;
- e) Ensure Bus Body, Chassis, batteries, charging infrastructure and all other Bus components shall be built as per “Good Industry Practices” and as per the Specifications provided in Schedule 8. The Operator shall not be permitted to make any changes in the Specifications until specifically authorised by the Authority in writing;
- f) Deploy Contracted Buses subject to approval of Prototype by the Authority;
- g) Facilitate the Authority or Representatives of the Authority, for inspections and testing with regards to Prototype Bus and other Contracted Buses i.e. the structure, material used, bus body building, electric battery and related components as per the Standards and Specifications as part of Agreement at any of stages before pre-dispatch stage at Operator’s/ Bus Manufacturer’s premises;
- h) Pre-install the Contracted Buses with ITS including VTS, GPS, CCTV etc. and other devices as per UBS-II and other Specifications mentioned in the RFP for monitoring of the Contracted Buses through the Command Control Centre;
- i) Incorporate changes/modifications/alternations suggested in the bus body and or in the Prototype by the Authority or Representatives of the Authority during and after inspection and testing and before obtaining the Final Acceptance certificate from the Authority;
- j) Obtain prior approval of Bus Colour, logo etc. from the Authority;
- k) Procure all Operator clearances including RTO registration, safety and fitness, Pollution under Control Certificate, insurances (both Contracted Buses and Passengers), claim and liabilities etc. in accordance with Schedule 4, at his own cost and expenses for the purposes of providing Bus Services as per the terms of

¹ Provide exact number of Contracted Buses

the Agreement and also thereafter shall bear all charges for remaining years of Agreement;

- l) Establish maintenance facility, plants and equipment and other infrastructure; at Maintenance Depot provided by Authority for preventive and routine maintenance of Contracted Buses, and for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses;
- m) Satisfy the Authority regarding the terms of the purchase/manufacture, supply and particularly the cost, being the most competitive as being comparable to market price for same Bus sold to other customers;
- n) Provide Prototype for Trail Run as per Bus Delivery Schedule and adhere to the Bus Delivery Schedule for other Contracted Buses as specified in this Agreement;

2. Responsibilities during “Operations Period ”

The Operator, on and after COD, and during the Operations Period shall undertake the following responsibilities:

- a) Provide Bus Service within the Bus Service Area (i.e. in the areas and/ or routes in the city), as specified in the Agreement;
- b) Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the routes as specified in Fleet Deployment Plan;
- c) Ensure availability of trained, disciplined, duly licensed drivers, maintenance staff and other personnel through pro-active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this Agreement;
- d) Provide enough Drivers to man the Contracted Buses as per Fleet Deployment Plan. Additional Drivers need to be provided to meet requirement of holidays, absence of drivers or for any other reasons;
- e) Ensure that all Applicable labour Laws and any other Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis by the operator) required in relation to the operation and maintenance of Bus Service;
- f) Develop a training program driving, maintenance, charging, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations;
- g) Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of Operator Agreement and Applicable Law;
- h) Maintain the Contracted Buses, Charging Infrastructure along with Maintenance Depot in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the Agreement;
- i) Prepare the Contracted Buses for service including internal and external cleaning, fuelling, daily repairs and technical inspection;
- j) Supply and maintain adequate consumables as required for regular upkeep of Contracted Buses;

- k) Ensure Assured Fleet Availability as per the Agreement (“**Assured Fleet Availability**”)²;
- l) Ensure highest standards of safety and security of passengers and any third person on the Contracted Buses is maintained at all times;
- m) Provide appropriate space on the outside and inside of the Contracted Buses for the display of non – motion advertisements;
- n) Maintain LED display system on Contracted Buses, improved passenger responsiveness through PIS, CCTV, GPS etc.;
- o) Ensure any equipment installed on the Contracted Buses or within the Maintenance Depot including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner;
- p) Maintain a detailed daily log of performance of each Contracted Bus;
- q) Redress Passenger complaints and issues;
- r) Submit to Authority, monthly reports in formats as required by the Authority;
- s) Improved operations through Management Information Systems/ERP for improved planning (crew and bus scheduling, inventory management, vehicle health monitoring diagnostics, performance monitoring in Maintenance Depots etc.);
- t) Any other obligations hereinbefore provided in the Agreement;
- u) Carry out all activities necessary for the effective implementation of the provisions of this Agreement.

3. **Responsibilities for “Charging infrastructure”**

The Operator, and during the Agreement Period shall undertake the following responsibilities:

- a) Procure, supply, install, operate and maintain the required Charging Infrastructure of standard specifications either through himself or through Third-party for day-to-day operation of the Contracted Buses on business lines with “Good Industry Practice” providing acceptable quality services on a sustainable basis.
All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time;
- b) Explore various technology available for charging of Contracted Buses subject to above. The entire cost of Charging Infrastructure including cost of charging equipment, required necessary transformer and other civil cost for installation of required Charging Infrastructure for charging of Contracted Buses have to be incurred by Operator. However, cost for setting up of upstream infrastructure i.e. electricity connection of requisite power load (11KV) will be borne by the Authority.

² **Calculation of fleet availability:**

Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100

A Bus to be considered as being available should complete at least 90% of its planned schedule. Further the Authority, at its discretion, may relax this Clause for first few months after COD to provide for a ramp up and sort out teething issues for Contracted Buses

- c) Charge the batteries during the Scheduled time at Maintenance Depot only without affecting the Fleet Deployment Plan. The decision on number of chargers to be installed is left to the Operator according to his solution, if required, additional charging stations shall be provided en-route in consultation with the Authority.
- d) Pay for the power/energy consumed for charging and other activities. Information regarding Electricity Rates applicable may be obtained directly from power suppliers.
- e) Present the best solution in terms of Contracted Bus, capacity of batteries, Charging Infrastructure required, charging time etc. looking to the operational requirements of Bus Services;

Minimum daily run of Contracted Bus: 180 - 200 Kms. on actual conditions with AC (with passengers and considering the traffic).

- f) Make available trained and qualified technical staff for any solutions, challenges and fine tuning.

4. Other Conditions

- a) Operate and maintain the Contracted Buses on Gross Cost Contract basis during the Agreement Period;
- b) Co-operate with the Authority to ensure collection of User Fares. The collection of fares shall be undertaken vide a separate contract by the Authority;
- c) entitle to appropriate 70% (seventy percent) revenue generated from the display of advertisement on Contracted Buses only, and the remaining 30% (thirty percent) shall be deposited/ transferred to the Escrow Account maintained by the Authority.

Schedule 3

Bus Service Area

(to be provided by the Authority)

Schedule 4**Applicable Permits****For Contracted Buses**

Sl.No.	Permission/Clearances	Part Responsible
1	Commercial Vehicle Permit and Vehicle Registration	Operator
2	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
3	Insurance for Contracted Buses, Charging Infrastructure and other Authority owned assets like Maintenance Depot	Operator
4	Stage Carriage Permit	Authority
5	Certificate of Fitness/ Road Worthiness Certificate	Operator
6	Pollution Under Control Certification	Operator
7	Fare Notification	Authority
8	Passenger Tax	Authority

For Maintenance Depot

The following permits shall be obtained by the Operator:

- a) Permits for Building Plan in accordance with the applicable State Act and by-laws
- b) Fire safety clearance from Fire Department
- c) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets
- d) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
- e) Clearance of Pollution Control Board for installation of diesel generator sets
- f) Permission of State Government for cutting of trees
- g) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed)
- h) Clearance of Pollution Control Board for Asphalt Plant (if needed)
- i) Any other permits or clearances required under Applicable Laws]

Schedule 5**Site for Maintenance Depots***(to be provided by the Authority)*

Cities Name	Proposed Depot for EV Buses		Estimated Project Cost
	Location	Area (in Acre)	Rs. in Crore
Agra	New Yatayat Nagar	6.647	36.19
Aligarh	<i>To be identified</i>		
Bareilly	Swaley Nagar along Rampur State Highway	1.69	
Ghaziabad	Dudaheda	5.00	48.18
Gorakhpur	Mouza Salempur, Mughalpur	0.81	3.73
Jhansi	Mouza Kochha Bhanwar	3.00	
Kanpur	Ahirawan	5.00	38.62
Lucknow	Dubagga (Charging for 40 Buses already functional)	5.00	28.47
Meerut	Lohia Nagar	5.00	
Moradabad	<i>To be identified</i>		
Prayagraj	Mouza Jahangirabad, Naini	2.26	38.00
Shahjahanpur	Kakra Kakar Kund	1.83	7.84
Varanasi	Raja Talao	1.83	24.15

Estimated Project Cost includes Depot Development Cost, Sub-station cost and Electricity connection

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 Operator, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

Schedule 6

Design, Drawings and Detailed Specifications

- a) Contracted Buses
- b) Charging Infrastructure
- c) Maintenance Depots (along with Work Plan, Completion Schedule etc.)

(to be provided by the Operator)

Schedule 7

Depot License Agreement

This Agreement is made and executed at _____ on this [_____] of [_____] in the year Two Thousand and ____ by and between

_____, a Company created under Company's Act, 1956 acting through its Managing Director, having its registered office at _____ (hereinafter referred to as "**Authority**", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[_____] a Company incorporated under the Company's Act, 2013 acting through [_____] having its registered office at [_____] (hereinafter referred to as "**Operator**", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

AND WHEREAS

1. The Parties have entered into a Bus Operator's Agreement dated [__/__/20__] whereby the Authority has appointed the Operator through a transparent competitive bidding process, for procurement, supply, operation and maintenance of Contracted Buses; operation and maintenance of Maintenance Depot; provision of city bus services in the areas/ routes within the Bus Service Area of [_____] along with planning, designing, installation, operation and maintenance of charging stations and other charging infrastructure at Maintenance Depot and en-route for opportunity charging ("**Project**").
2. Pursuant to the Bus Operator's Agreement, the Authority is providing to the Operator the right to use and the right of way to the Maintenance Depot (the details of which are provided in the **Annexure 1** to this Depot License Agreement) ("**Maintenance Depot**") for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Depot License Agreement to specify the terms and conditions of the use of the Maintenance Depot by the Operator.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator's Agreement.
2. The Authority hereby provides on a license basis the Maintenance Depot (the details of which are provided in Annexure 1 to this Agreement) and the Operator hires the Maintenance Depot on the terms and conditions of this License, it being recorded that the Authority warrants that the Maintenance Depot will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable shelter for the Contracted Buses while not in use and to facilitate the cleaning, repair and maintenance of the Contracted Buses.

Provided, however, the Operator shall have no right, title, interest or any ownership rights over the Maintenance Depot or any part thereof.

3. This Depot License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Depot License or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("**License Period**").
4. There shall be rental of Rs. _____/- per annum³ payable by the Operator to the Authority in respect of the License for use of the Maintenance Depot, provided that the Operator discharges all of its obligations pursuant to this Depot License Agreement and the Bus Operator's Agreement.
5. The Operator shall be responsible for timely payment of the cost of all electricity and water consumed at or on the Maintenance Depot, determined at prevailing municipal rates in accordance with readings of separate sub-meters. It is hereby clarified that the Operator shall be liable to pay the cost of all the utilities on actual consumption and only in relation to such area of the Maintenance Depot as has been provided under this Maintenance Depot Agreement.
6. Insurance
 - a) The Operator shall not keep or do in or about the Maintenance Depot anything which is liable to increase any of the risks against which the Maintenance Depot (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
 - b) Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Maintenance Depot attributable to such breach.

³ Authority to specify

- c) For the purposes of the above provisions, the Operator shall be entitled to assume that the Maintenance Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
 - d) The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Maintenance Depot.
7. Cession and Subletting
The Operator shall not be entitled to:
- a) cede all or any of its rights or delegate any of its obligations under this Depot License Agreement;
 - b) sublet the Maintenance Depot in whole or part; or
 - c) give up possession and/or control of the Maintenance Depot to any third party, without the Authority's prior written consent.
8. Operator's Obligations
The Operator shall
- a) plan, design, install, operate and maintain the required charging stations and other Charging Infrastructure at Maintenance Depot for charging of Contracted Buses;
 - b) keep the Maintenance Depot clean, tidy and commercially usable at all times;
 - c) be responsible for the handling of all waste and effluent in accordance with the Applicable Law;
 - d) not use the Maintenance Depot or allow it to be used, in whole or part, for any purpose other than that of implementing the Project;
 - e) not bring into the Maintenance Depot any article which, by reason of its weight or other characteristics, is liable to cause damage to the Maintenance Depot;
 - f) not leave refuse or allow it to accumulate in or about the Maintenance Depot except in the refuse bins provided;
 - g) refrain from interfering with the electrical or plumbing serving the Maintenance Depot, except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
 - h) not permit any person to permanently dwell in the Maintenance Depot
 - i) provide at the Operator's own expense all electric, fluorescent and incandescent light bulbs required in the Maintenance Depot from time to time;
 - j) co-operate with any other operator or third party using the Maintenance Depot or a part thereof as notified by the Authority from time to time;
 - k) allow for use of the Maintenance Depot by one or more other bus operators at the written request of the Authority, provided that such use shall not materially adversely affect the Operator's ability to implement the Project under the Bus Operator's Agreement
9. Maintenance and Repairs
The Operator shall at its own expense and without recourse to the Authority:
- a) throughout the License Period maintain in good order and condition the interior and exterior of the Maintenance Depot and all parts thereof, including (without

- limitation of the generality of this obligation) all windows, doors, appurtenances, fixtures and fittings contained in the Maintenance Depot;
- b) promptly and properly repair or make good all damage occurring in the interior and exterior of the Maintenance Depot from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Maintenance Depot or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
 - c) on the termination or cancellation of this Depot License Agreement, forthwith return the Maintenance Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
 - d) The Maintenance Depot shall be deemed, at the commencement of this Depot License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within 15 (fifteen) Business Days after having taken possession of the Maintenance Depot of the need for any repairs to in the Maintenance Depot or of the fact that any part of the Maintenance Depot, including any lock, key, door, window, appurtenance, fixture or fitting, is damaged, missing, or out of order.
 - e) Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Maintenance Depot at the Authority's own expense.
 - f) The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Maintenance Depot and all parts thereof.
 - g) In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

10. Exclusion of Liability

The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:

- a) any negligent act or omission of the Authority or any agent or servant of, or contractor to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, excluding gross negligence and/or wilful default;
- b) any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating, or any other amenity or service to the Maintenance Depot (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
- c) any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Maintenance Depot, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;

- d) any interruption of, or interference with, the enjoyment or beneficial occupation of the Maintenance Depot or any parts of the Maintenance Depot caused by any building operations or other works to or in the Maintenance Depot, whether by the Authority or by anybody else; or
- e) any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Maintenance Depot, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Maintenance Depot or any parts thereof through or under the Operator.

The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Maintenance Depot as contemplated by this Agreement.

11. Authority's Right of Entry and Carrying Out of Works

The Authority may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Operator or any other occupier of the Maintenance Depot:

- a) enter the Maintenance Depot in order to inspect it, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the Authority; or
- b) carry out elsewhere on the Maintenance Depot (or any part thereof) any necessary repairs, replacements or other works, provided that the Authority shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Maintenance Depot by the Operator.

12. Damage to or destruction of Depot

- a) If the Maintenance Depot is destroyed or so damaged that it can no longer be beneficially occupied, this Depot License Agreement shall, unless the Parties agree otherwise in writing, terminate when that happens in respect of that Maintenance Depot.
- b) If the Maintenance Depot is damaged but can still be beneficially occupied, this Depot License Agreement shall remain in force and the Authority shall repair the damage without undue delay.

13. Special Remedy for Breach

- a) Should the Operator be in breach of any of the terms or conditions of this Depot License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within 15 (fifteen) Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably require in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to

terminate this Depot License Agreement with immediate effect, be repossessed of the Maintenance Depot, and recover from the Operator such damages sustained as a result of the breach and the termination of this Depot License Agreement.

- b) Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Depot License Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Depot License Agreement) and in particular any right of termination of this Depot License Agreement on the ground of a material breach of this Depot License Agreement.
- c) In the event of the Authority having terminated this Depot License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Maintenance Depot, with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Maintenance Depot or any part thereof.

14. Right to Negotiate Renewal

- a) If the Bus Operator's Agreement is renewed and/or extended beyond its Term, the Parties agree to negotiate in good faith for renewal of this Depot License Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

Signed on behalf of the Authority	Signed on behalf of the Operator
Signature	Signature
Name	Name
Designation	Designation
Address	Address

Maintenance Depot Details

Date of Handover	
Address of the Depot Site	
Ownership Details	
Area of the Depot Site	
Site Plan of the Depot Sites	
Actual Area Handed over to the Operator (Depot Site)	
Site Plan of Actual Area handed over to the Operator	
Utilities and Facilities	
Security Details	

(the details to be provided by the Authority)

We have inspected the above Depot Site premises and are satisfied as to its condition.

We undertake to maintain the above Licensed Premise in good working condition as per standard practices and terms and conditions of the Agreement.

We understand that the Licensed Premise above are only being licensed to us for the purpose of maintenance of the Contracted Buses during the Agreement Period and shall not be used for any other purpose.

We confirm to return the above Licensed Premise to the Authority at the end of the Agreement Period in the same condition as found when we took over, subject to normal wear and tear for such premises for prescribed uses. The Authority shall not bear liabilities arising from the use of these Licensed Premise.

We have accepted the right to use the Depot Site on _____ (date)

For Operator

Name

Signature

Time and Place

Schedule 8

Bus Specifications

Technical Specification for Contracted Buses along with provisioning and installation of Charging Infrastructure

1. General

- 1.1. These specifications are to outline a bus design that shall be energy efficient, environment friendly, safe and efficient and shall meet the following standards:
 - a) Excellent passenger comfort;
 - b) Ergonomically designed driver's work area;
 - c) Ease of repair and maintenance;
 - d) Aesthetically designed interiors and exteriors;
 - e) Ease of boarding and alighting for all passengers;
 - f) Ease of accessibility to persons with disabilities
- 1.2. In view of absence of any prototype/commercial vehicle, the technical specifications provided are suggestive in nature. Further, these specifications are subject to trial of the Prototype/Contracted Buses and success thereof. Accordingly, the Operator shall comply with all latest applicable Central, State and local laws (including Acts, & Regulations).
- 1.3. The Contracted Bus shall meet all applicable Central Motor Vehicles Rules (CMVR) of India/Government Safety Norms, Emission & other norms applicable at the date of supply. Further, all the Contracted Buses should satisfy minimum technical eligibility criteria notified under FAME India Scheme Phase II and also should satisfy Phased Manufacturing Programme (Localisation) as notified by DHI from time to time. For this purpose Operator need to submit required type approval certificate from the recognized testing agency before release of Demand Incentives payment from DHI.

2. General Design Features of the Contracted Bus

- 2.1. Contracted Buses shall be designed and manufactured in accordance with the standard specifications & 'Code of Practice for Bus Body Design and Approval' (AIS 052) hereinafter referred to as the "Bus Code", as applicable to buses in India/CMVR rules/Uttar Pradesh Motor Vehicle Rules whichever is superior. The Contracted Buses shall be designed to carry commuters in the urban/sub-urban/municipal area with ease of boarding and alighting especially for ladies, senior citizens and Persons with Disabilities (PWDs). The Contracted Buses shall be provided with the wheel chair disabled persons friendly access system.
- 2.2. The Bus Design shall be eco-friendly and energy efficient.
- 2.3. The Contracted Bus shall be of a proven design suitably modified to the climatic & operational conditions, infrastructure and road conditions as available in the urban/sub-urban/municipal areas of Uttar Pradesh.
- 2.4. The Bus Design shall meet all statutory requirements applicable for the state of Uttar Pradesh in all respects.
- 2.5. The Bus Structure shall meet the requirements of structural strength, stability, deflection, vibration etc. amongst others for at least the following main loads:
 - a. Static loads
 - b. Dynamic loads
 - c. Single wheel bump loads

- d. Double wheel bump (diagonally opposite) loads
 - e. Braking and acceleration loads
 - f. Front impact loads
 - g. Roll over loads
 - h. Speed breaker induced loads
- 2.6. The Bus body Design shall be a proven design duly evaluated by the agencies authorized as per CMVR / Central Institute of Road Transport, Pune (CIRT) using Finite Element Analysis for the above loads / performance requirements for values for the above loads / conditions / performance parameters as given in subsequent paragraphs.
- 2.7. The Bus, loaded to Gross Vehicle Weight (GVW), with crush load and under static conditions, shall not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms and service doors.
- 2.8. Bus Design would be suitable for daily operation of 16 to 18 hours with peak loading (AIS 052) of about 48 passengers⁴ (each passenger weighing 68 kgs on an average and carrying a load of 7 kgs each), average journey speed of about 25 Kms per hour with frequent starts/stops, say, after every 500 to 1000 mtrs. The maximum attainable speed of the bus would be in range of 75 (70 \pm 5) kmph without Speed limiter and maximum 50 kmph with speed limiter.
- 2.9. Besides meeting the statutory requirements the Contracted Bus shall be designed with respect to its body and different aggregates/systems/sub-systems to operate satisfactorily in urban transport service for 6,30,000 kms.
- 2.10. The material used in the construction of Contracted Buses shall be as per Bureau of Indian Standards (BIS) /Automotive Industry Standards (AIS) / specifications and/or other international specifications meeting/surpassing the performance & other requirements as given in the Bus Code. In the absence of the above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian standards are not available, internationally acceptable standards may be referred. Specifications/standards followed shall conform to the Specification/Standards as amended /updated or the latest published by the concerned agencies.
- 2.11. Any other provisions/fitments required for safe and efficient operation and/or for fulfilling statutory requirements must be provided in the bus.
- 2.12. The Contracted Bus shall be so designed to maintain operational stability requirement as per Bus Code. Interior noise and pass by noise of the vehicle shall conform to BIS: 12832:1989 or latest and BIS: 3028:1998, 10399: 1998 or latest respectively.

3. Power Train

- 3.1. The Contracted Buses shall have adequate horse power to obtain desired performance with respect to its adequacy of power, acceleration levels, etc.
- 3.2. The Contracted Bus should be able to operate efficiently at ambient temperatures of approximately 0° to 50°C, humidity level from 5% to 100%, and altitude levels of identified cities, generally operating in the climatic condition as prevailing in the area.
- 3.3. The Contracted Bus shall be suitably designed to operate optimally under peak summer heat and dust.

⁴ May change based on number of seats finalised in consultation with the Authority

- 3.4. Cooling system: To be provided as per the CMVR norms & ARAI/ CIRT.
- 3.5. Other Specifications for body and transmission: Body should be as per specifications given in the RFP, MoUD Guidelines (UBS-II) and bus body code (AIS - 052) and suggestions made by the Authority at the time inspection of Prototype bus.

4. Air Conditioning

- 4.1. The Contracted Buses shall have pre-installed AC unit.
- 4.2. Air conditioning (AC) system is to be roof mounted.
- 4.3. AC unit must maintain a temperature inside the Contracted Bus which shall be in the range of 20 degrees Celsius as a minimum and 28 degrees Celsius as the maximum temperature (or as per Standard Guidelines of Operation of AC Buses) permitted under continuous operation of vehicle for 16 -18 hrs in a day with doors closed and loaded etc.
- 4.4. The relative humidity inside the Contracted Bus shall be a max of 65% and a minimum of 35%.
- 4.5. Ducting for air conditioning shall be so placed such that there is even cooling along the entire length and width of the bus interior.
- 4.6. The noise levels of AC system shall be as required under the Central Motor Vehicle Rules (CMVR)/AIS/any other Indian standards, if any and as applicable for Uttar Pradesh.
- 4.7. In case of AC failure, proper air ventilation shall be provided as per Good Industry Practices.

5. Battery Packs

- 5.1. Electrically propelled vehicles must meet and satisfy all requirements of “Code of Practice for Electric Propulsion system Vehicles”, safety, and type approval and other requirements as per relevant AIS standards (AIS 038, AIS 049), and as per any other applicable standard and procedures; regulatory requirements as per CMVR and any other applicable regulations for operation in the State of Uttar Pradesh.
- 5.2. Battery packs of requisite capacity would be appropriately mounted on to the Contracted Bus keeping in mind convenience of battery maintenance /charging / replacement etc, safety of system and its maintainability and operation.
- 5.3. Battery packs and other components of electrically propelled vehicles should conform to applicable AIS / BIS standards or International Specs / standards in absence of AIS /BIS specs. Battery packs and other components / units of Electric Propulsion system be tested and certified to conform to said standards not more than six months prior to fitment on buses. Detailed drawing indicating location and mounting details of Battery packs /and other sub-systems of Electric Propulsion system be provided along with the bid.
- 5.4. Make, model, capacity, etc of each Battery packs and the number of such Battery packs fitted, be submitted along with the Bid. Similar details be also submitted for traction controller and other subsystems of the Electric Propulsion system.
- 5.5. All requirements of AIS / BIS / CMVR etc. for Battery packs, Electric Propulsion system / sub-systems and components, etc be fully met and test certificate for the same be provided.

6. Charging Infrastructure

- 6.1. The Contracted Buses shall be operated throughout the day with minimum daily run of 180 - 200 Kms. on actual conditions with AC (with passengers and considering the traffic). The Operator shall work out the system of Charging Infrastructure depending on the solution and technology worked out. The Contracted Buses shall be available for charging during night (12.00 PM – 6.00 AM) after completion of scheduled trips. The Operator is required to install and operate adequate charging stations at the Depot provided by the Authority.
- 6.2. Under No circumstances should the performance of the Contracted Buses suffer in case of low battery charge status.
- 6.3. Authority shall make bulk power (11 KV) available at identified spaces for charging.
- 6.4. Bidder/Operator must provide details of proposed solution in terms of charging time, charging stations and space requirements, scheduling and charging plan etc.
- 6.5. All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

7. Intelligent Transport System (ITS)

- 8.1. All the Contracted Buses to be fitted with CCTV, GPS/any other ITS device (based on Authority specification) as per industry standard. Further, the Display system should be compatible with the ITS.
 - Passenger Information System (PIS) - LED based Display Boards and Speaker System for announcement (There shall be three PIS boards one each at Front , Rear and Inside the Bus)
 - GPS/GPRS based Vehicle Tracking /Controller Unit, Basic Driver Console and Driver Feedback System;
 - Panic Alarm;
 - Pole Mounted Validators to be fitted at Entry and Exit on Buses for smart card ticketing;
 - Automatic Vehicle Location System (AVLS);
 - Integration with Command Control Centre as per the requirement of the Authority in near future.
- 8.2. Electronic route destination display system: Alphanumeric Dual Display Technology coloured LED based electronic route display system of high intensity illumination with automatic brightness control along with audio-video display system in English and Hindi shall be installed at the front and side of bus as per the following details.
 - a. Front Destination Board

There shall be a display of destination with options in Hindi & English along with route numbers. The display system shall be accommodated within the minimum size specified in the bus code. The display should be fixed type. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 50 metres.
 - b. Side Destination Board

There shall be a scrolling display of destination in Hindi & English alternating with fixed route numbers. Simultaneously, the route number and destination shall be announced so as to be audible to the passengers at the bus stop. The

system shall be operated with in-built software for the above purposes, to enable the driver to change the destination when needed. Exterior loudspeakers integrated and synchronized with the display system be fitted, one at the front door and another speaker at the rear door. The display system shall be accommodated within the minimum size specified in the bus code. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying maximum number of letters. The audio messages and the video display shall be clearly audible/ visible in all weathers at a distance of up to 5 metres.

c. **Rear Destination Board**

There shall be a scrolling display of destination in Hindi & English alternating with fixed route numbers. Simultaneously, the route number and destination shall be announced so as to be audible to the passengers at the bus stop. The system shall be operated with in-built software for the above purposes, to enable the driver to change the destination when needed. Exterior loudspeakers integrated and synchronised with the display system be fitted, one at the front door and another speaker at the rear door. The display system shall be accommodated within the minimum size specified in the bus code. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying maximum number of letters. The audio messages and the video display shall be clearly audible/ visible in all weathers at a distance of up to 5 metres.

d. **Inside Display Board (behind the driver partition)**

There shall be display of the name of approaching bus stops in Hindi & English alternatively, duly synchronized with announcement system. The system shall be operated with in-built software for above purpose with provision available for driver to trigger the display for each stop. The system should be able to store onboard up to a minimum of 100 messages, of 50 characters each on an average. The messages should be capable of rolling, flashing (fully or selectively) in Hindi/English/symbols as per pre-programmed system. The message shall be visible to all the passengers standing/sitting up to the last seat of the bus. The micro-processor based announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in Hindi and English. The illumination system will be of modular display type. The display panel shall have multiple rows for higher coverage. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles. Present and next stop details shall be highlighted with flashing in modern different commuter-friendly colours. The display time, frequency and sequencing of advertisements/messages shall be programme controlled. The display system shall have the provision of flashing/highlighting information in pre-programmed mode and through an intervention by the driver/conductor.

e. **CCTV Cameras**

CCTV cameras of hi-resolution shall be installed in the buses. These hi-resolution CCTV cameras will be installed in the front of the passenger compartment & other in the rear of the passenger compartment. Other cameras

shall be installed throughout the vehicle in such positions and configuration so as to capture images in all areas, from access doors to passengers seating areas. These cameras should be capable of sending live data over the wireless network (IP) to the centralized control station/centre. So that same could be used for emergency response system.

8. GPS based Tracking Device

- 9.1. GPS Units of approved specifications shall be provided for Contracted Buses. The Operator shall provide the ARAI certificate for this product before initiating the procurement of this product to Authority for approval.

9. Seats

- 10.1. All passenger seats shall be forward facing only and as per UBS -II specifications.

10. Interiors

- 11.1. Should be easily washable with proper drainage and adequately sealed to prevent ingress of dust, gases, water.

11. Paints

- 12.1. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. Polyurethane (PU) paint conforming to BIS: 13213 - 1991 or latest/ international standards as applicable shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match the shades as per BIS: 5 - 1978 or latest. Details of paints used, surface treatment & preparation, corrosion prevention treatment, base primer coatings, number of paint coats to be applied etc shall be supplied.

12. Colour Scheme

- 13.1. Exterior, interior colour schemes including floor colour and logo/graphics shall be painted as directed by the Authority. Information, on the seats, for their reservation for persons with disabilities, ladies, senior citizens, shall be marked as per the details provided by the Authority.

13. Windows

- 14.1. The window shall be as per the standard specifications and design. Windows shall have provision of suitable sealing to avoid ingress of dust and water and shall have proper/ efficient drainage system. Windows shall have appropriate beading to minimize vibration. Window frame should be of aluminium with powder coating and sealing with EPDM. Visual light transmittance should be 50% Minimum (CMVR 11(2)). The size and shape of the glasses shall enable even the standees to have maximum outside view without kneeling.

14. Emergency Exit

- 15.1. Emergency exits would be provided in the Contracted Bus as per the provisions of Bus Code – AIS 052 / CMVR. Possibility of using passenger entry/exit gate on near side for said purpose would be explored by manufacturer and confirmed.

15. Provisions for Persons with Disabilities

- 7.1. The Operator would provide for ease of accessibility, guidance, anchorage of wheel chairs on-board, positioning of aids etc. system for Persons with Disabilities (PwDs) that meets the requirements as given in the Bus Code and CMVR.

16. Warranty/Guarantee

- 16.1. The Operator shall obtain necessary warranties on battery, motor along with the complete bus including all the assemblies, sub-assemblies, fitments, components etc. and to operate & maintain the Bus Services for the entire duration of the Contract, i.e. 6,30,000 kms.

17. Quality Assurance

- 17.1. The Operator would use materials including fasteners conforming to relevant Indian/International Standards and would get the same tested before use, meeting requirements of all specified parameters to ensure quality of material specified. However, random sample of materials picked up and duly sealed by representative of the Authority in presence of Operator, out of purchased lot at works of the Operator or out of the bus under fabrication/ completed bus and be sent for testing quality of components at CIRT, Pune/ARAI/BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/ items. In the event of failure of samples in lab tests, testing would be conducted in same way again from fresh lot. The bidder would replace failed materials by those duly passed in lab tests.
- 17.2. In the event of failure of material/ items in laboratory test, failure of material/ items (removed from completed bus) in laboratory test, acceptance decision about bus be taken by Authority after obtaining compensation/ recoveries of liquidated damages from bus supplier as per system decided by the Authority. Wherever, failure of material on one parameter or more than one parameter, recoveries for complete lot of materials used in bus would be made from manufacturer plus 20% damages thereof.
- 17.3. Contracted Bus would be subjected to water leakage test conforming to BIS: 11865-1986 or latest.

18. Other Technical Specifications

Sl.No.	Description	Specifications
Bus characteristics: Midi AC bus		
1	Bus dimensions in mm	
a	Overall length	< 9400 mm & > 8500 mm. or as per UBS-II
b	Overall width	< 2600 mm & > 2350 mm or as per UBS-II
c	Overall height	< 3800 mm & > 2900 mm or as per UBS-II
d	Wheel-base	4000 - 5000 mm or as per UBS-II
e	Bus Floor Height (mm)	400 – 900 mm <i>Buses should be disabled friendly and should have ease of boarding and alighting of passengers. Guidelines issued by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator must procure a barrier free environment for the physically or visually challenged and for elderly persons using the Contracted Buses</i>
f	Front overhang	As per CMVR
g	Rear overhang	As per CMVR
2	Propulsion system	Electrical, battery operated
3	Fuel option	Battery operated
4	Power Plant	Compatible technology can be used which can meet vehicle performance.
a	Rated performance at GVW in a stop/start urban operations	Attain bus speed of 70 ± 5 kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational.
b	An acceleration (meter/sec ²)	≥ 0.8
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5
d	Maximum speed	As per CMVR
e	Power requirements, ITS, etc.	Required
f	Electrical power plant management	Motor coolant temperature, vehicle speed, diagnostic message
g	Motor/battery power pack operational requirements	It should be able to operate efficiently at ambient temperatures of approximately 0°C to 50°C, humidity level from 5% to 100%, and altitude levels of up to 500 meters.
h	Power plant location	Optional
5	Operational safety	As per Relevant Standards and Good Industry Practice
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Optional (air suspension/ independent / parabolic or weveller or air suspension)
a	Front	
b	Rear	
8	Braking system/ Anti-skid anti brake locking system (ABS)	As per CMVR
9	Electrical system	As per CMVR

Sl.No.	Description	Specifications
10	Battery System	
a	Battery power pack	To enable Bus operation of 180 km. per day. Battery shall be Li-ion batteries as per AIS 048. Cells selected to withstand all electrical safety test including nail penetration as per AIS 048. Suitable cooling system to be provided.
b	Electrical Energy Consumption	As per FAME II Guidelines
c	Battery Life	To be decided by the Operator
d	Battery Charging System	To be decided by the Operator
11	Speed limiting device (optional)	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit
12	Tyres	Steel radial tube-less. Size and performance as per CMVR
13	Bus Gates/Doors	Separate entry and Exit (2 Doors)
a	Emergency door/exits or apertures (Numbers)	As per AIS 052
b	Door closing requirements for bus movement	Bus could move only after door closing completed
c	Power operated service door	construction & control system of a power operated service door be such that a Passenger is unlikely to be injured/trapped between the doors while closing - As per AIS 052
14	Bus Body	As per AIS 052
a	Design type approval	As per CMVR
b	Bus structure including insulation, Roof structure etc.	As per CMVR
c	Safety glasses and fittings	As per AIS 052/ CMVR
d	Seat materials	As per AIS 023
e	Number of seats	31 + D or to be finalised in consultation with the Authority. In case of reservation for PwD (3-5% of seats as per GoI Guidelines), the number of seats may be reduced accordingly.
f	Number of standees	As per AIS 052
g	Driver seat	As per AIS 023
h	Passenger seats	As per AIS 023
i	Gangway	As per AIS 052
j	Electrical cables	As per as per latest UBS Bus Specifications – II or Good Industry Practice.
k	Safety requirements of electrical	As per AIS 052
l	Lighting - internal & external and illumination	As per AIS 052
m	Fire extinguisher	As per AIS 052
n	First aid box	number, as per provision of CMVR
o	Emergency exit doors, warning devices etc.	As per AIS 052/CMVR
p	Front/rear door, step well	LED as per AIS 008

Sl.No.	Description	Specifications
	lights, door open sign	
q	Warning triangle	As per AIS 052/CMVR
r	Fog lighting	As per AIS 052/CMVR
s	Maximum noise levels inside the bus	Should be as per CMVR; test procedure as per AIS 020
t	Mobile charger	To be finalised in consultation with the Authority
u	ETIM charger (Electronic Ticket Issuing Machine) charger with lead wire socket	1 no. located near driver partition in driver Cabin
Other Technical Requirements		
15	Off-board/On-board charging system for Contracted Buses shall comply to latest Industry Standards.	
16	The manufacturer shall submit Technical Specification of Components/Systems of Electric Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like CIRT, ARAI, VRDE, etc. at the time of delivery of Prototype bus.	
17	All electrical wiring harness and accessories used on Contracted Bus shall comply necessary automotive safety standards.	
18	All units & electrical accessories and wiring harnesses use on the Contracted Bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.	
19	Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems	
19.1	Mandatory Certification Compliance for Safety Components, Batteries & Buses	
19.2	The manufacturer shall ensure the fitment of all electric propulsion system components on the Contracted Bus confirming to National/International Standards. In case if the standards are not available, then it should confirm to the companies standard based on sound technical information and engineering practices.	
19.3	The manufacturer shall undertake type testing of Traction Batteries fitted on the bus as per following mandatory AIS standard and submit copy of Approved certificate to the Undertaking.	
	AIS-048	Battery Operated Vehicles - Safety Requirements of Traction Batteries. These batteries for electric propulsion, technology should be compliant to nail penetration test.

Schedule 9

Details of Contracted Buses

[illegible]

*Details of Contracted Buses to be provided based on Final Inspection Report and to form part of this Agreement

Schedule 10

Bus Design Logo and Colour Shades

As per the details given by the Authority and approval from Government of Uttar Pradesh

Schedule 11

Details of Charging Infrastructure

All the Charging Infrastructure to be installed shall comply with “Charging Infrastructure for Electrical Vehicles – Guidelines and Standards” issued vide Notification No. 12/2/2018-EV dated December 14, 2018 by Ministry of Power, Government of India and as amended from time to time.

Schedule 12**Fleet Deployment Plan**

(to be finalised between the Authority and the Operator/s after signing of the Agreement, which may take into consideration the Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off peak hour requirements)

The Authority proposes to operate the Contracted Buses on its some of its long routes, the details of which are given below.

- a) Contracted Buses to be operated at headways of 10-15 minutes during peak hours and 15-20 minutes during off peak hours;
- b) Typical speeds for bus operations would be around 15-20 km/hr depending on route conditions;
- c) Bus operation hours: 6.00 AM to 11:00 PM⁵.
- d) Daily Run of Contracted Buses: 180 – 200 Km.

Bus Service Area: [Name of the City]								
Route Number	Route Name	Route Description	Distance (Km.)	Running Time (minutes)	Layoff Time (minutes)	Frequency/ Headway (minutes)	Number of Buses	Bus Shelters/ Stops

⁵ This does not include the Special Services i.e. Airport Shuttle, Night Services etc.

Schedule 13

Operation and Maintenance Standards

1. Repair and Maintenance

1.1. Bus repair and maintenance generally calls for following activities amongst others at varying intervals/ periodicity / Kms operated by each Bus, requirements varying with bus make, model, etc.:

- a) Daily washing and cleaning of Contracted Buses;
- b) Periodic inspections and rectifications as required;
- c) Preventive maintenance as prescribed by Bus Manufacturer in form of maintenance schedules at certain time intervals / Kms operation - such maintenance generally varies with period / Kms operation by various sub-systems of a Bus. As an example periodicity of some such maintenance schedules and main activities therein are illustrated as under:
 - i. Daily maintenance: charging stations, batteries, fuel/power, oils / lubricants, coolant, air pressure, air inflation, loose fasteners, fitments etc. – check, top up, tighten, as required;
 - ii. Monthly / bi-monthly: All activities of earlier schedules, checking for exhaust emission, tyre condition necessary for corrective/preventive actions, engine tuning, etc.;
 - iii. Quarterly: All activities of earlier schedules and brake system maintenance including but not limited to inspection, servicing, brake lining change / replacement, servicing of other brake system items, greasing etc.; vehicle electrical, lighting, alignment, etc.
 - iv. Six monthly: All activities of above schedules, and activities related to steering, axles, transmission, tyres, drive line, etc.
 - v. Yearly: All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions
 - vi. Bi-annual / annual –Certification of road worthiness of buses – Initial periodicity being after two years for up to certain age then annually;
 - vii. Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience.
- d) Running repairs upon Driver complaints / report etc.;
- e) Break down repairs on-site of Bus failures;
- f) Towing of failed Bus to a Depot workshop and repairing the bus failures;
- g) Accidental vehicles' towing and or repairs;
- h) Preparation of Contracted Buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole;
- i) Bus body and related items repairs/replacements etc. on the basis of periodic inspections/crew reports/general presentation aspects/ operational problems reported by commuters / any other stake holders, etc.;
- j) Major repairs /calibrations of bus aggregates such as engines, gear box, rear axle etc.;
- k) Replacement of failed aggregates with new / serviceable ones;

- l) Removal, dismantling, repairing, assembling and re-fitment of tyres and rims to buses;
 - m) Repair, replacement of electrical, electronic, ITS, lighting, etc. items, subsystems etc.;
 - n) Removal, replacement of items failing due to operational wear and tear, such as brake and clutch lining, etc.;
 - o) Repair / replacement of seats, upholstery; cleaning, dusting and washing upholstery;
 - p) Denting / painting of buses as per requirement.
- 1.2. Charging stations, Batteries and other charging system management;
- 1.3. Reconditioning of Bus aggregates such as engines, transmission, axles, steering system, electrical, etc.
- 1.4. Retrieval of spare parts during / for above processes;
- 1.5. Repair and re-treading of tyres / repair of tubes;
- 1.6. Major accidental repair of buses including chassis, bus body and related items;
- 1.7. Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.;
- 1.8. Any other activity related to operation and maintenance of buses;
- 1.9. Infrastructure and other requirements for repair and maintenance functions of Contracted Bus;
- a) Maintenance Depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc.
 - b) A few other facilities as under:
 - i. Washing facilities complete with washing machine, water storage and treatment facilities, etc.
 - ii. Charging Infrastructure;
 - iii. Service pits / ramps etc.;
 - iv. Painting facilities;
 - v. Welding – electric arc and oxy-acetylene gas based;
 - vi. Tyre repair facilities;
 - vii. Air compressor and air inflation facilities;
 - viii. Utilities, administrative, accounts, stores, and other related facilities;
 - ix. Breakdown van / recovery / towing vehicle etc.
 - c) Control Centre facilities duly equipped with microprocessors, communications and other related facilities;
 - d) Trained staff for various trades and shifts of work;
 - e) Documents, schedules, manuals etc. for maintenance activities; specifications of spares, etc.

Schedule 14

Safety Management

1. General Safety Requirements

- 1.1 The Operator shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Authority all safety requirements related to the Bus Service in accordance with all Applicable Laws.
- 1.2 The Operator shall bear full responsibility for the safety of the Bus Services throughout the Contract Period in accordance with the Contract.
- 1.3 Without prejudice to the Operator's obligation to ensure the safety of the Bus Service, the Operator shall:
 - a. comply with Applicable Laws;
 - b. provide all appropriate measures in the providing Bus Service and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, contractors, staff and the general public;
 - c. consult with Authority and adopt the requirements of the emergency services;
 - d. take particular care to ensure safety for all passengers at accesses and exits, while waiting, boarding or alighting and when moving along the Buses; and
 - e. have due regard for the safety of third parties, in particular pedestrians and other road users, in the operation and maintenance of Project Facilities.

2. Safety Planning

- 2.1 The Operator shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Authority and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

3. Safety Management

- 3.1 The Operator shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.

4. Applicable Laws

- 4.1 The Operator shall, after prior consultation with the Authority, implement all alterations to the Bus Service which are required by any Applicable Laws which comes into force after the Effective Date relating to safety.
- 4.2 The Operator shall comply and shall procure that Sub-Contractors shall comply with the requirements of all relevant Government Authorities

5. Response to Emergencies

- 5.1 The Operator shall react safely and quickly to emergencies in all aspects of the Project.
- 5.2 The Operator shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.

- 5.3 The Operator shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots, and en-Route Buses (“Emergency Management Plan”).
 - 5.4 In developing the Emergency Management Plan, the Operator shall consult with all relevant Government Instrumentalities, emergency services and local authorities.
 - 5.5 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
 - 5.6 The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.
- 6. Reporting of Incidents**
- 6.1 The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

Schedule 15

Environment Management

Schedule 16

Passenger Charter

Schedule 17

Escrow Agreement

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

1. The **represented by** and having its principal office at, (hereinafter referred to as the “**Authority**” which expression shall include its successors and permitted assigns);
2.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
3. registered under {*the Companies Act, 2013*} acting through having its registered office at (hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns).

WHEREAS:

- A. The Authority [has the power/function] to ensure the provision of public bus transport services within [.....].
- B. The Operator was selected by the Authority under a competitive bidding process and is established, inter-alia with the objectives of providing Bus Services in specified area/ routes including inter alia the procurement, operation and maintenance of Buses, Maintenance Depot.
- C. The Authority and the Operator have entered into an Operation Contract dated (hereinafter referred to as “**Agreement**”), whereby the Authority has granted to the Operator a non-exclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the Operator has agreed to undertake the Project on the terms and conditions contained therein. A copy of the aforesaid Contract is annexed hereto and marked as Annex-A to form part of this Agreement.
- D. Under the terms of the Operation Contract, it has been stipulated that an Escrow account shall be created into which the Authority shall deposit all the revenues generated and all the income accruing from the operation and maintenance of the Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the Authority (itself or through a third party) in the Escrow Account.
- E. This Agreement sets forth the detailed mandates, terms and conditions and operating procedures for such escrow account.

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;

“**Contract**” means the Operation Contract referred to in Recital (C) 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 Authority, and shall commence from the date on which a notice is delivered by the Operator, to the Authority 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;

“**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 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 Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

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

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

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Authority hereby appoints the Escrow Bank to act as trustee for the Operator and the Authority 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 Authority 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 and

the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Operator 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 Authority or the Operator 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 and the Operator 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 days from the date of this Agreement, the Authority 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 Authority shall, after consultation with the Operator 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 Authority. Such fee and expenses shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

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

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Authority

- 3.1.1 The Authority agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:
 - a) Demand Incentives as per FAME II amount towards procurement of Contracted Buses;
 - b) All the Fee due and payable to the Operator subject to and in accordance with Article 22;
 - c) all the revenues generated and all the income accruing from the Project including but not limited to the Passenger Fare, any deposits by the Authority

from its own resources in order to maintain an amount equivalent to 3 (three) month's estimated Fee in the Escrow Account;

- d) all amounts collected by way of penalizing the Passengers commuting without ticket;
- e) Dues towards Termination Payment to the Operator; and
- f) any other revenues or capital receipts from or in respect of the Project.

3.1.2 The Authority 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 Operator

3.2.1 The Operator shall deposit or cause to be deposited the following in the Escrow Account:

- a) all funds constituting the Financial Package;
- b) all the revenues generated and all the income accruing from the Project including but not limited to the, advertising revenue, rentals, deposits, capital receipts or insurance claims;
- c) all payments to the Authority towards Penalties/Damages.

Provided that the Senior Lenders may make direct disbursements to the Operator in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.3 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 Authority in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Contract Period

4.1.1 At the beginning of every month, or at such intervals as the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- a) all taxes due and payable by the Operator for and in respect of the Project;
- b) all payments relating to **construction of the Project**, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- c) All payments towards Demand Incentives of Contracted Buses;
- d) All payments to the Operator towards O&M Fee;
- e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- f) All payments to the Operator towards share of Advertisement Revenue;

- g) monthly proportionate provision of Debt Service due in an Accounting Year;
- h) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- 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
- k) Any other payment as due and payable to the Operator by the Authority;
- l) Balance funds to flow to the Authority, subject to the maintenance of balance of amount equivalent to 3 (three) month estimated payment of Fee to the Operator.

4.2 Withdrawals upon Termination

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

- a) all taxes due and payable by the Operator for and in respect of the Project;
- b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- c) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;
- e) outstanding Debt Service including the balance of Debt Due;
- f) outstanding Subordinated Debt;
- g) Payments to the Operator towards outstanding O&M Fee and share of Advertisement Revenue;
- h) Costs and expenses incurred by the Authority in accordance with the provisions of the Agreement, including payment of Staff salary, administrative expenses, etc.;
- i) any other payments required to be made under this Agreement; and
- j) Balance, if any, to flow to 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. 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 Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

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 Authority as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances and any anticipated shortfall in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day. In the event of any such shortfall, the Authority shall meet the same by crediting adequate sums to the Escrow Account from its own financial sources.

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 Authority upon a certificate signed by or on behalf of the Authority;
- 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 five (5) Business Days after receipt, deliver a copy to the Authority acting through _____ (name to be specified by the Authority) of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other person hereunder or in connection herewith;
- d. shall, within five (5) Business Days after receipt, deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity 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 Authority (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Operator:

- a. the Authority 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 Authority causes the Escrow Bank to transfer funds to any account of the Authority 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 Authority 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 Contract.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator to the Escrow Bank, remain in full force and effect for the duration of the Contract.

7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made 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 Authority made on or after the payment by the Authority of all outstanding amounts under the Contract 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 Authority. 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 Authority 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 restrictions on withdrawals by the Authority 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 Authority will indemnify, defend and hold the Operator and Escrow Bank, 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 Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits.

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

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority 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 Authority's obligations under the Contract 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.

- 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 Lucknow 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;
- 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).

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract 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.

- 11.7.2 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.

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 addresses for service of each Party, its facsimile number or 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.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of ESCROW BANK by:	For and on behalf of AUTHORITY by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
E-mail id:	E-mail id:
SIGNED, SEALED AND DELIVERED	
For and on behalf of Operator:	
In the presence of:	
1	2

Annexure A: Enclose a Copy of the Contract

Schedule 18**Penalty Parameters****Vehicle – Penalty per deficiency per Contracted Bus**

Sl.No.	Deficiencies	Fine Km.
1	Modification of the design or paintwork of the exterior or interior of the Bus without the authorization of Authority	15
2	Missing bus body panels on the exterior/interior of the Bus	25
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	25
4	Dirty vehicle (i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	25
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
6	Fire Extinguisher missing or beyond expiry date	25
7	Malfunctioning passenger door	25
8	Broken/Loose/Missing Passenger Seat	25
9	Loose or missing handrails, roof grab rails and/or with Sharp edges	25
10	Visible dents more than 6” beyond 1 week on the bus exterior	15
11	Malfunctioning/ Broken Light in the passenger compartment	15
12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the Bus without prior approval of the Authority	50
13	Placing any poster/advertisement/stickers or similar items inside or outside the Bus which may or may not generate any revenue for the Operator unless authorized by Authority	50
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority/Operator	50
15	Deterioration of Bus Speed or AC Performance due to inefficiency/ malfunctioning of Battery Pack	50
16	Defective break	100
17	Damaged Tyre	100
18	ACs not running up to design capacity and /or any stoppages and/or leakages of water	25

Bus Operation – Penalty shall be applied per incident

Sl.No.	Incidents	Fine Km.
1	Arriving for a shift more than 10 min. late than as given in Operating Plan for a given route for a given Bus for Buses as per Assured Fleet Availability	15
2	Delay of more than 20 min beyond the end of shift	25
3	Driver not responding to more than 3 consecutive directions sent by Authority Control Centre	50
4	Stopping at Bus Station for longer than authorized by Authority	25
5	Improper Docking the of the Buses	25
6	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	50
7	Not stopping at Station designated as per Operating Plan unless authorized by Authority	50
8	Stopping at Station not designated as per Operating Plan unless authorized by Authority	50
9	Changing bus route without authorization of Authority	75
10	Bus breakdown inside the Bus Lane	50
11	Bus breakdown during operating hours at location other than bus lane	25
12	Abandoning bus during operating hours (not limited to Bus Stations, Terminals and Bus Lane)	180
13	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	50
14	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
15	Use of Cell phone by Driver while driving	100
16	Driver not wearing clean uniform as designed by Authority	25
17	Driver in drunken state	180
18	Misbehaviour by driver with Authority officials	25
19	Cause accident due to irresponsible driving	180
20	Drive above speed limit set by Authority	180
21	Excess Passenger	25

The Authority may add Incidents and Deficiencies as and when required with notice to the Operator.

Schedule 19

Fare Notifications

Schedule 20

Data Monitoring System

The Authority in consultation with the Operator shall develop an online platform for monitoring the performance of Contracted Buses deployed under FAME II scheme.

The online platform developed by Authority will monitor relevant parameters, including but not limited to, daily running Kilometre, equivalent fuel saved in Litres/day, equivalent CO2 reduction per day.

The online platform developed by the Authority for monitoring performance of Contracted Buses will be connected by central server developed by DHI so that all the data is available to DHI for monitoring purpose.

Schedule 21**Vesting Certificate**

1. The (the “**Authority**”) refers to the Contract dated*** (the “**Contract**”) entered into between the Authority and (the “**Operator**”) for(hereinafter called the ‘**Project**’).
2. The Authority hereby acknowledges compliance and fulfilment by the Operator of the handback requirements set forth in Article 33 of the Contract 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 Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. 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 Operator to rectify and remedy any defect or deficiency in any of the Handback requirements and/or relieving the Operator in any manner of the same.

Signed this *** day of ***, 20** at

AGREED, ACCEPTED AND SIGNED

SIGNED,SEALED AND DELIVERED

For and on behalf of OPERATOR by:	For and on behalf of Authority by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
In the presence of:	

Schedule 22

Substitution Agreement

Standard Format as issued by Model Concession Agreements to be adopted



**Directorate of Urban Transport
Government of Uttar Pradesh**

RFP/01/UTD/2019-2020

REQUEST FOR PROPOSAL

for selection of

OPERATOR/s

for

Procurement, Operation and Management of
AC Midi Electric Buses for City Bus Services

in the cities of

Uttar Pradesh

on Gross Cost Contract (GCC) Basis

List of Annexures

September 2019

**Directorate of Urban Transport
Room No.317, 3rd Floor
Urban Training & Research Centre & Directorate of Local Bodies
Sector - 7, Gomti Nagar Extension, Lucknow: 226 010**

Annexure 1
Proposed Routes for Electric Buses

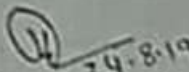
Agra City Transport Services Ltd. (Proposed Route for 100 Electric Buses)

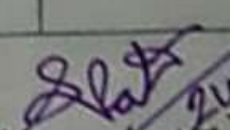
S No.	AGRA Route Name	Route Description (MAIN)	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time	Frequency/Headway (Min)	Number of Buses read	Bus Stops
1	BHAGWAN TALKIES TO AGRA CANTT	BHAGWAN TALKIES- SURSADAN- HARIPARWAT- SAINT JOHNS- RAJAMANDI- SUBHASH PARK- COLLECTORY- SAI KA TAKIA- PRATAP PURA- AGRA CANTT.	A01	9	60	40	5	28	12
2	DAYAL BAGH TO ROHTA	DAYAL BAGH- BHAGWAN TALKIES- SURSADAN- HARIPARWAT- SAINT JOHNS- RAJAMANDI- SUBHASH PARK- COLLECTORY- SAI KA TAKIA- PRATAP PURA- SADAR- MADHUNAGAR- SEWLA.	A02	15	60	40	15	12	17
3	AGRA TO FATEHPUR SIKRI	AGRA- PITHOLI- MIDHAKUR- KIRAWALI- FATEHPUR SIKRI.	A03	40	60	60	30	14	16
4	AGRA TO TUNDLA	AGRA- SAHADRA- CHHALESER- KUBERPUR- K.C. COLLEGE- ETMATPUR- TUNDLA CHORHA- TUNDLA RALWAY STATION.	A04	33	60	30	30	10	16
5	AGRA DARSHAN	TAJ MAHAL AGRA FORT- SIKENDRA- CHINI KA ROJA - FATEHPUR SIKARI.	A05	128	240	30	30	6	19
6	AGRA CANTT TO SHILPGARM	AGRA CANTT- PRATAP PURA- SHILPGARM- TAJ MAHAL- AGRA FORT.	A06	40	90	30	30	6	17
7	AGRA TO KHERAGARH	AGRA- ETORA- BAD- SAINYA- KHERAGARH.	A07	15	60	30	30	10	19
8	AGRA FORT TO PINAHAT	AGRA- KUNDAL- DOKKY- FATEHABAD- ARNOTA- PINAHAT.	A08	55	60	30	30	14	13


 MANAGING DIRECTOR
 AGRA MATHURA CITY BUS TRANSPORT SERVICES.
 AGRA

Proposed Routes for Electric Buses, Agra

SR.NO	Route name	Route description	Route no	Distance (Km)	Running Time (min)	Number of Buses reqd	Bus stop
1	Ring road no 1	Dhanipur bypass mod, Sindholi - Khereshwar chauraha- sootmil chauraha- numalsh maidan- Gandhi park bus adda- Dhanipur	7	14 km	60 min	09	Dhanipur
2	Dhanipur- Hraduaganj	Dhanipur- Eta chungi – kyampur mod – kwarsi- chauraha – Tala nagri- Harduaganj	8	12km	40 min	06	Dhanipur
3	Khereshwar chauraha- Medical	Khereshwar chauraha- Nada bypass- soot mil chauraha- Barauli bypass- AMU circile- Medical	9	10km	40 min	05	Khereshwar
4	Kwarsi – kasimpur	Kwarsi- chherat mod- kasim pur	10	15km	45 min	05	Kwarsi


 [R.T.O (E)]
 ALIGARH


 [Nagar Nigam]
 NAGAR NIGAM
 ALIGARH


Proposed Routes for Electric Buses, Aligarh

S No.	Route Name	Route Description(MAIN)	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time	Frequency/Headway (Min)	Number of Buses read	Bus Stops
1	MATHURA SE BARSANA (VAI GOVERDHAN)	SATUA-KHAMNI-ADING-NEEMAGAO-BHAGOSA-PALSO-DAAROLI-JARALA-BARSANA	M01	44	6am	10pm	15 Min.	15	9
2	MATHURA SHERGARH BAJNA	CHHATIKARA-JAINT-CHOUMAH-AKBARPUR-SEMARI-CHHATA-LAADPUR-RADHERA-SHERGARH-NAUJHEEL-BAJNA.	M02	62	6am	10pm	30 Min.	8	11
3	VRINDRAVAN BARSANA	NAIK CHAOURA-PREM MANDIR-AKSHA PATRA-CHHAIKARA-RAAL- JULHENDI-BASAUTI-RADHAKUND-GOVERDHAN-NEEMGAON-BHAGOSA-PALSO-DAAROLI-	M03	55	6am	10pm	30 Min.	8	13
4	MATHURA KOSHI CHHATA	CHATIKARA-JAINT-CHOUMAH-AKBARPUR-SEMARI-CHHATA-DAUTANA-KOSI.	M04	45	6am	10pm	30 Min.	9	8
5	BRAJ DARSAN	JANAM BHUMI- VRINDRAVAN-BANKE BHARI-NAND GAON-BARSANA-GOVARDHAN-RADHA KUND-GOKUL- RAMAN RETI.	M05	103	6am	10pm	30 Min.	2	9
6	MATHURA SE DAUJI	TOWNSHIP-GOKUL-MAHAVAN-MEERPUR BALDEV	M06	26	6am	10pm	30 Min.	8	5

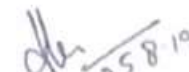

 MANAGING DIRECTOR
 AGRA MATHURA CITY BUS TRANSPORT SERVICES.
 AGRA

Proposed Routes for Electric Buses, Mathura

Sr. No	Route Name	Route Descriptions	Route No	Distance (K.M)	Running Time (Min.)	Layoff time (M / X)	Frequency Headway (Minimum)	Num of Buses reqd	Bus Stops	Passenger Shelter
1	बरेली जंक्शन से हवाई अड्डे तक।	बरेली रेलवे जंक्शन से चौकी घोरहा चौकी घोरहा गौधी उद्यान होते हुये स्टैंडस्टैंट बस अड्डे से बीसतपुर घोरहा घोरहा से स्मैलसम्ब भुनिर्वासी फिनिक्स मोत होते हुये हवाई अड्डे तक।	01	11.9 (K.M)	60	320	20 Min.	5 No	1 चौकी घोरहा 2 गौधी उद्यान 3 स्टैंडस्टैंट बस अड्डा 4 बीसतपुर घोरहा 5 स्मैलसम्ब भुनिर्वासी 6 हवाई अड्डा पुलिस चौकी रोड	है। है। नहीं है। नहीं है। नहीं है। नहीं है।
2	बरेली जंक्शन से स्मैलनगर मिनी बाईपास से नगरीय परीक्षक तक।	जंक्शन से बीपुता होते हुये दुल्हा मिर्ची मजार होते हुये किला पुत से स्मैलनगर मिनी बाईपास से इज्जतनगर रेलवे स्टेशन सेन्द्रत जेत होते हुये रेलवे खलोनी नगरीय परीक्षक तक।	02	12.5 (K.M)	65	320	20	4 No	1 बीपुता घोरहा 2 दुल्हा मिर्ची मजार 3 स्मैलनगर मिनी बाईपास 4 रेलवे स्टेशन इज्जतनगर 5 नगरीय परीक्षक हवाई अड्डा रो	है। है। नहीं है। नहीं है। नहीं है।
3	बरेली जंक्शन से किला पुत होते हुये परसखेडा।	बरेली जंक्शन से बीपुता होते हुये दुल्हा मिर्ची मजार होते हुये किला पुत से सत्यप्रकाश पार्क से सी0बी0 गज धाना होते हुये परसखेडा तक।	03	13.6 (K.M)	70	280	20	5 No	1 बीपुता घोरहा 2 दुल्हा मिर्ची मजार 3 स्मैलनगर मिनी बाईपास 4 सी0बी0 गज पुलिस धाना 5 म्भुरपुर घोरहा 6 परसखेडा जीपॉइंगिक रोड	है। है। नहीं है। है। नहीं है। नहीं है।
4	बरेली जंक्शन से ईट पजया घोरहा होते हुये वीरबलोडा तक।	बरेली जंक्शन से चौकी घोरहा चौकी घोरहा से गौधी उद्यान होते हुये विकास भवन से श्यामगज मूल क ऊपर से ईट पजया घोरहा होते हुये बरेली स्टैडियम होते हुये डेलापीर घोरहा फल मण्डी होते से हवाई अड्डे तक।	04	10.8 (K.M)	55	280	20	6 No	1 चौकी घोरहा 2 गौधी उद्यान 3 विकास भवन बरेली 4 ईट पजया घोरहा 5 बरेली स्टैडियम 6 डेलापीर घोरहा 7 डेलापीर फल मण्डी 8 वीरबलोडा हवाई अड्डा	है। है। है। नहीं है। नहीं है। नहीं है। नहीं है। नहीं है।
5	बरेली जंक्शन से सिटी मात गोदाम होते हुये बीपुता पुत से उत्तर कर बदायूं रोड पर फर्टिलिजर तक।	बरेली जंक्शन से सिटी मात गोदाम होते हुये बीपुता पुत से बीसती घण्टा मन्दिर होते हुये बदायूं रोड पर हिन्दुस्तान पेट्रोल पम्प तक।	05	5.1 (K.M)	25	320	20	5 No	1 बीपुता घोरहा 2 बीसती घण्टा मन्दिर 3 बदायूं रोड पर फर्टिलिजर	है। है। है।



 (सुरेश कुमार सक्सेना)
 सहायक अभियन्ता / नोडल अधिकारी
 नगर निगम बरेली

Layoff time = total idle time of a Bus from 6 AM
 to 10 PM running


 25/8/19
 प्र० मुख्य अभियन्ता,
 नगर निगम बरेली

Proposed Routes for Electric Buses, Bareilly

S.No.	Route Name	Route Description	Route Number	Distance (Km.)	Running Time (minutes)	Number of Buses required	Bus Stops
1	Modinagar to Mohan Nagar	Arthala - Hindal Metro Station - Meerut Mod - Nand Gram - Sihani Chungi - Rajnaga Ext. Chauraha - Morta - Murad Nagar - Modi Nagar	27	35	120	15	10
2	Mohan Nagar to N.H.-24	Arthala - Hindal Metro Station - Meerut Mod - Naya Bus Adda - Ghanta Ghar - Railway Station - Ghaziabad - Chaudari Mod - Pachvati - Rakesh Marg - Loha Mandi - Lal Kuan - Dafana Fly over	17	15	90	6	8
3	New Bus Stand - Dadari	Naya Bus Adda - Ghanta Ghar - Railway Station - Ghaziabad - Chaudari Mod - Panchvati - Rakesh Marg - Loha Mandi - Lal Kuan - Dadari	22	25	90	12	10
4	Dilshad Garden to Govindpuram	Saeed Nagar - Aradhna Cinema - Raj Bag - Rajendra Nagar - Lajpat Nagar - Mohan Nagar Chauraha - Arthala - Hindon Metro Station - Meerut Mod - Naya Bus Stand - Thakur Dwara - SML School - Purana Bus Adda - Collectrate - Hapur Chungi - Shastri nagar - Harsaon - Pulic Line - DDPS School	17	20	75	10	10
5	Anand Vihar to A.L.T.	Kaushambi - Daber Chauraha - Vaishali Metro Station - Sabji Mandi - Mohan Nagar Chauraha - Arthala - Hindon Metro Station - Meerut Mod - Naya Bus Stand - Thakur Dwara - SML School - Purana Bus Adda - Collectrate - Hapur Chungi - ALT	15	20	60	10	10
6	Purana Bus Stand to Noida City Center	DPS - Pratap Vihar - NH 24 - Sector 16 Noida - Noida City Center	25	30	120	12	12
9	Surya Nagar to Noida City Center	Anand Vihar Bus Stand - Gazipur - Noida City Center	24	30	120	10	12
10	Anand Vihar to Govindpuram	Mohan Nagar Chauraha - Arthala - Hindon Metro Station - Meerut Mod - Naya Bus Stand - Thakur Dwara - SML School - Purana Bus Adda - Collectrate - Hapur Chungi - Shastri nagar - Harsaon - Pulic Line - DDPS School - Govindpuram	20	20	120	8	12
11	Loni to New Bus Stand	Loni Railway Station - HP Gas Plant - Teela Mod - Bhopura - Airport Terminal - Hindon Airforce Station - Arthala - Metro Station - New Bus Stand	20	30	120	8	15
12	Pilakhua to Anand Vihar	Masoori - Dasna - Lal Kuan - Loha Mandi - Naya Bus Adda - Mohan nagar - Anand Vihar	30	40	150	9	15


 अधिशासी अभियन्ता (वि०या०)
 नगर निगम गाजियाबाद

Proposed Routes for Electric Buses, Ghaziabad

City Transport Services Ltd. (Proposed Route for 50 Electric Buses)									
S No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time	Frequency/ Headway(M in)	Number of Buses reqd	Bus Stops
1.	Lohianagar-Partapur	Lohianagar-Bujli Bamba Bypass-Fateullapur Mod-Jaranpur-Nisari-Aston College-Dainik Jagran Chowk- Rithani-P.T.C.-Partapur	501	12	36	10	15 Min	5	10
2.	Medical College-Kashi	Medical College-Tejgarhi-Nai Sadak-Sohrab Gate Bus Stand-Hapur Adda-Bachha Park-Begumpul-Bhaisali Bus Station-Mehtab Cinema-Ghanta Ghar-Baghpat Adda-Danik Jagran Chowk-Rithani-P.T.C.-Partapur Gagol Mod-Cironda-Kashi	503	22	66	10	75 Min	2	16
3.	Medical College-Subharti College	Medical College-Tejgarhi-Nai Sadak-Sohrab Gate Bus Stand-Hapur Adda-Bachha Park-Begumpul-Bhaisali Bus Station-Mehtab Cinema-Baghpat Adda-Jain nagar-Subharti College	505	17	51	10	15 Min	4	12
4.	Lohianagar-Modipuram A2Z	Lohiya Nagar-Bujli Bamba-RTO Office-Hapur Adda-Bachha Park- Begumpul-Daurli-Modipuram-A2Z	507	20	60	10	15 Min	6	9
5.	Medical College-Rasool Pur Lakhwaya	Medical College-Tejgarhi-CCS University-Jail Chungi-ITI College-Saket Chowk-Kachheri-Begumpul-Bhaisali Bus Station-Mehtab Cinema-Ghanta Ghar-City Station-Rohta Bypass-Rasool Pur Lakhwaya	509	16	48	10	10 Min	10	14
6.	Medical College-Rasool Pur Lakhwaya	Medical College-Tejgarhi-Nai Sadak-Sohrab Gate Bus Stand-Hapur Adda-Bachha Park-Begumpul-Bhaisali Bus Station-Mehtab Cinema-Ghanta Ghar-City Station-Rohta Bypass-Rasool Pur Lakhwaya	511	16	48	10	10 Min	10	13
7.	Medical College-Partapur	Medical College-Tejgarhi-Nai Sadak-Sohrab Gate Bus Stand-Hapur Adda-Bachha Park-Begumpul-Bhaisali Bus Station-Mehtab Cinema-Ghanta Ghar-Baghpat Adda-Danik Jagran Chowk-P.T.C.-Rithani-Partapur	513	18	54	10	12 Min	10	15
Total								47	


Note:- Spare Buses 03


 Senior Station Incharge
 Meerut City Transport Services Limited,
 Meerut.

Proposed Routes for Electric Buses, Meerut

Nagar Nigam Moradabad

S.No.	Route Name	Route Description	Route Number	Distance (Km.)	Running Time (minutes)	Layoff Time (minutes)	Frequency/ Headway (minutes)	Number of Buses Required	Bus Stops
1.	Lodipur Dalpatpur (Railway Station)	Lodipur, kanth road , pilli kothi,fuwara chock, railway staition, gulabari rampur dorha to dalpatpur.	1	26	90			8	30
2.	Lodi Dalpatpur (Mini By Bass)	Lodhi to mini bypass to dalpatpur..	2	28	90			8	36
3.	Bhatawali Dalpatpur	Bhatawali kanth road , pilli kothi,fuwara chock, railway staition, gulabari rampur dorha to dalpatpur.	3	22	75			6	24
4.	Husainpur Hamirpur Dalpatpur	Husainpur hamirpur to rampur dorha,dalpatpur.	4	17	60			5	22
5.	Husainpur, Hamirpur, Bhatawli	Husainpur hamirpur to rampur dorha,gulabari, to Railway station, to fuwara chock to pilli kothi to kanth road to bhatawli,	5	19	60			5	28


 24/06/19
 अधिकासी वामयन्ता
 वरुड निरुड, डुरादाबाड

Proposed Routes for Electric Buses, Moradabad

Shahjahanpur

S.No.	Route Name	Route Description	Route Number	Distance (Km.)	Running Time (minutes)	Number of Buses required	Bus Stops
1	South City Bareilly Mod to Puvaya Road Bypass	South City Bareilly Mod - Jila Hospital - Garra Pul Ajeeganj Side - Rajghat Chauki - Char Khamgha - Karuganj - Anta Chauraha - Khirni bag Chauraha - Kachahari P.W.D. Tiraha - Bus Stand - Puvaya Road Bypass	1	9	45	12	11
2	Roja Adda to Puvaya Road Bypass	Roja Adda - Roja Mandi Gate - Majban Tiraha - Hardoi Bypass - Thana R.C. Mission - Police Chauki Saraynkalan - Puttulal Chauraha - Hathaura Chauraha - G.I.C. Tiraha - P.W.D. Tiraha - Bus Stand - Puvaya Road Bypass	2	14	60	13	11

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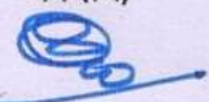
Nagar Ayukt

Nagar Nigam Shahjahanpur

Proposed Routes for Electric Buses, Shahjahanpur

Sr. No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Number of Buses	Bus Stops
1	Mohripur To Airport	Mahestra-Baragadwa Tiraha- Industrial Estate Road- Gorakhnath Hospital- Gorakhnath Temple- Gorakhnath Flyover- Tarang Crossing- Dharmshala Bazar- Yatayat Tiraha- Railway Station- Roadways Bus Station- University Chauraha- Muhaddipur Chauraha- RKBK- Kudaghat (Gurum Tiraha)- AIIMS- Nanda Nagar- Airport	1	17	60	7	16
2	Medical College To MMM Engineering College	Jhuggia Bazar- Jhuggia Gate-Medical College- Mugalha- Khajanchi Chauraha- Raptinagar Chauraha- H.N. Singh Chauraha-Asuran Chauk- Kali Mandir- Kachahri Chauraha- Shastri Chauk- Commissioner Office- Chatrasang Chauraha- Paidleganj- Muhaddipur - RKBK- Kudaghat (Gurum Tiraha)- MMM Engineering Collage- Ranidiha Tiraha	2	21	60	9	18
3	Mahestra (Moharipur) To Nausad	Mahestra-Baragadwa Tiraha- Industrial Estate Road- Gorakhnath Hospital- Gorakhnath Temple- Gorakhnath Flyover- Tarang Crossing- Dharmshala Bazar- Yatayat Tiraha- Railway Station- Roadways Bus Station- University Chauraha- Chatrasangh Chauraha- Paidleganj-Daudpur- Rustampur- Mahewa Mandi- Transport Nagar- Nausad	3	16	60	9	18

**Proposed Routes for
Electric Buses,
Gorakhpur**

भवदीय,

 नगर आयुक्त
 नगर निगम, गोरखपुर

City Transport Services Ltd.

S No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time (Min.)	Frequency/Headway (Min)	Number of Buses reqd	Bus Stops
1	VIRAJ KHAND-ALAMBAGH BUS STATION	VIRAJ KHAND-HUSARIYA-GOMTINAGAR-SIKANDARBAGH-GPO-ALAMBAGH BUS STATION	E-4	22	53	63	15	5	36
2	ENG.COLLEGE-ALAMBAGH BUS STATION	ENG.COLLEGE-MUNSHIPULIYA-POLYTECHNIC-SIKANDARBAGH-GPO-CHARBAGH-ALAMBAGH BUS STATION	E-5	25	60	70	15	5	32
3	MEDICAL COLLEGE-ALAMBAGH BUS STATION	MEDICAL COLLEGE-CHOWK-THAKURGANJ-DUBAGGA-BUDESHWAR-AWADH HOSPITAL-ALAMBAGH BUS STATION	E-6	25	60	70	15	5	30
4	P4 PARKING-ENG. COLLEGE	P4 PARKING-SGPGI-TALIBAGH-JAL ROAD-P.S.ALAMBAGH-CHARBAGH-GPO-NISHATGANJ-GOL MARKET-KAPURTHALA-ENG. COLLEGE	E-7	38	91	101	20	8	53
5	GUDAMBA-ALAMBAGH BUS STATION	GUDAMBA-TEDI PULIYA-ENG. COLLEGE-MADIYAO-KHADRA-PAKKA PUL-CHOWK-BALAGANJ-THAKURGANJ-DUBAGGA-BUDHESVER-AVADH CHAURAHA-ALAMBAGH BUS STATION	E-8	20	48	58	15	5	35
6	GOMTI NAGAR VISTAR-AIRPORT	GOMTI NAGAR VISTAR-JANESHWAR MISHR PARK-CMS-SIKANDER BAGH-GPO-KANT-ALAMBAGH-AVADH HOSPITAL-BARA BIRVA-AIRPORT	E-9	30	72	82	15	7	45
7	INTRIGRAL UNIVERSITY-P4 PARKING	INTRIGRAL UNIVERSITY-GUDMBA-SIKANDARBAG-CHARBAGH-AVADH HOSTPITAL-AASHIYANA-PASI KILA CHAURAHA-RAJNIKHAND-P4 PARKING	E-10	34	82	92	20	8	47
8	VIRAJ KHAND-P4 PARKING	VIRAJ KHAND-SIKANDARBAGH CHAURAHA-CHARBAGH-PASI KILA SHAHIDPATH-P4 PARKING	E-11	35	84	94	20	8	50
9	INTRIGRAL UNIVERSITY-DUBGGA	INTRIGRAL UNIVERSITY-GUDMBA-CHARBAGH-PARA-KASHIRAM NAGARIY YOJANA-DUBGGA	E-12	38	91	101	20	8	59
10	DUBGGA-VIRAJKHAND	DUBGGA-IIM TURN-BHITHAULI-KHADRA-PARIVERTAN CHOWK-IT CHAURAHA-BADSHAH NAGAR-BHOOTNATH-PIKUP BHAWAN-KATHAUTA-VIRAJKHAND	E-13	35	84	94	20	8	35
11	DUBGGA-NEW HIGH COURT	DUBGGA-SITAPUR BYPASS-SAHARA CITY-IIM TURN-BHITHAULI-JAGRANI-MUNSHI PULIYA-NEW HIGH COURT	E-14	30	72	82	15	7	22
12	DUBGGA-VIRAJKHAND	DUBGGA-BALAGANJ-THAKURGANJ-MEDICAL COLLEGE-DALIGANJ PUL-BABUGANJ-IT CHAURAHA-NISHATGANJ-POLITECHNIK-LOHIYA HOSPITAL-NEW HIGH COURT-VIRAJKHAND	E-15	32	77	87	20	8	35

Proposed Routes for Electric Buses, Lucknow

City Transport Services Ltd.

S No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time (Min.)	Frequenc y/Headwa y(Min)	Number of Buses reqd	Bus Stops
3	VIRAJKHAND-CHARBAGH	VIRAJKHAND-NEW HIGH COURT- AHIMAMAU-UTRATHIYA-RAMABAI AMBEDKER MAIDAN-KANPUR ROAD-KRISHNA NAGAR-AVADH HOSPITAL-BAGLA BAZAR PUL-JAIL ROAD-CHARBAGH	E-16	45	108	118	20	8	43
4	DUBGGA-CHARBAGH	DUBGGA-ERA HOSPITAL-BALAGANJ-THAKURGANJ-CHOWK-MEDICAL COLLEGE-DALIGANJ PUL-KAISARBAGH-BURLINGTON-CHARBAGH	E-17	20	48	58	15	5	25
5	DUBAGGA-NEW HIGH COURT	DUBAGGA-BHITHAULI-MADIYAV-ENG. COLLEGE CHAURAHA-TEDI PULIYA-KHURRAM NAGAR-MUNSHI PULIYA-POLITECHNIC-NEW HIGH COURT	E-18	26	62	72	15	5	40
TOTAL								100	

Proposed Routes for Electric Buses, Lucknow

Sr. no.	Route name	Route Description	Route no.	Distance (k.m.)	Running time (Min.)	Layoff Time for whole day	Frequency/ Headway (min.)	Number of buses reqd.	No. of bus stop
1	Lanka-cantt-Babatpur(Airport)	Lanka,Manduadeeh, Lahartara,Cantt,Shivpur, Babatpur (airport)	A-12	34	01.00 hr	02.30 hr	00.30 mint.	06	06
2	Cantt-Harahua-Sandaha-Ashapur-cantt	Cantt,Kachahari,Bhojubeer, Shivpur,Vyasbag,Tarana, Koirajpur,Harahua,Sandaha, Ashapur,Cantt.	A-13	43	02.00 hr	04.00 hr	00.30 mint.	08	11
3	Rajghat-Cantt-Lanka	Rajghat,Golgaddaa,Caukaghat,Cantt,Vidyapith,Sigra,Rathyatra,Kamchaa,Bhelupur,Ravindrapuri, Durgakund,Ravidas Gate, Lanka.	A-20	14	00.30 mint.	02.30 hr	00.10 mint.	06	13
4	Sarnath-Cantt-Manduadeeh-Lanka	Sarnath,Ashapur,Pandaypur,Caukaghat,Cantt,Lahaertara,Manduadeeh,D.L.W.Sundarpur,Nariya,Lanka	A-19	20	00.45 mint.	03.00 hr	00.15 mint.	06	11
5	Cantt-Mohansaray-Nariya-Manduadeeh	Cantt,Lahaertara,Kaletriform,Rohaniya,Mohansarai,Chitaipur, D.L.W,Manduadeeh,	A-21	33	02.00 hr	04.00 hr	00.30 mint.	04	08
6	Trade facilitytation centre-Cantt-Lanka	Trade facilitytation centre,Chandmari, Bhojubir,Kachahari-Cantt-Vidyapith,Sigra,Rathyatra,Kamchaa,Bhelupur,Ravindrapuri,Durgakund,Ravidas Gate, Lanka.	A-17	17	00.45 mint.	02.00 hr	00.15 mint.	04	14

Proposed Routes for Electric Buses, Varanasi

Sr. no.	Route name	Route Description	Route no.	Distance (k.m.)	Running time (Min.)	Layoff Time for whole day	Frequency/ Headway (min.)	Number of buses reqd.	No. of bus stop
7	Cantt-Babadham	Cantt,Kachahari,Bhojubeer, Shivpur,Bharlai,Ghodaha,Sabhai pur,Ghamahapur,Sikandarpur,b irapatti,Prayagpur,Babadham	A-16	19	01.00 hr	04.00 hr	00.30 mint.	02	11
8	Cantt-Mohansaray-Heritage-Karoudhi-Nariya-Lanka	Cantt,Lahaertara,Kalectriform,R ohaniya,Mohansarai.Haritage,S. M.S.Haidrabad Gate,Karoudhi,Nariya,Lanka	A-28	35	01.30 hr	02.30 hr	00.30 mint.	04	11
9	Lamahi-Cantt-Lanka	Lamahi,Chotalalpur,Pandaypur, Policeline,Chaukaghat,,Cantt,Vi dyapith,Sigra,Rathyatra,Kamcha a,Bhelupur,Ravindrapuri,Durgak und,Ravidas Gate, Lanka	A-29	16	00.40 mint.	03.15 hr	00.20 mint.	04	15
10	Chiraigaon-Cantt-Lohata	Chiraigaon,Ledhupur,Ashapur,p andaypur,Cahukaghat,Cantt,Lah aertara,Kalectriform,Lohat	A-22	23	01.00 hr	02.30 hr	00.15 mint.	06	
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Proposed Routes for Electric Buses, Varanasi

S No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Number of Buses reqd	Bus Stops
1	Kochabawar - Jhalkari Bai Tiraha	Medical College - University Gate - Bus Stand - Kacheri Crossing - Jail Crossing - Elite Crossing - Railway Stand - Chitra Crossing - Sipri - Nandanpura - Avas Vikas Tiraha	1	14	60	7	11
2	Railway Station - Railway Station	Chitra Crossing - BKD Crossing Khandrao Gate - Kotwali Tiraha - Minarva Crossing Govind Tiraha - Kacheri Crossing - Jail Crossing Allahabad Bank Crossing - Railway Stand	2	12	60	6	10
3	Garia Phatak - Medical College	Chitra Crossing - Elite Crossing - Kacheri Crossing - Bus Stand	3	15	60	6	4
4	Karari - Bijoli	Karari - Polytecnic - BKD Crossing - Elite Crossing - Railway Stand - Hansari Bus Depot - Bijauli Industrial Area	4	25	60	6	7


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Proposed Routes for Electric Buses, Jhansi

S No.	Route Name	Route Description	Route Number	Distance (K.M)	Running Time (Min.)	Layoff Time	Frequency/ Headway(Min)	Number of Buses reqd	Bus Stops
1	CHAKERI MOD-IIT	CHAKERI MOD-RAMADEVI-PAC MOD-PAIRASHOOT-TATMIL- JAREEB CHAUKI-GOAL CHAURAHA-RAWATPUR-GURUDEV- UNIVERSITY- KALYANPUR-IIT	2	23	70	1.5	After 10 Mins.	18	12
2	GHANTAGHAR-RANIA	GHANTAGHAR-DIPTY PADAV-JAREEB CHAUKI-FAZALGANJ-VIJAY NAGAR-PANKI PADAV-BHAUTI-CHAKARPUR- SACHENDI- KISAN NAGAR- RAYPUR- RANIA	5	31	90	2	After 30 Mins.	8	12
3	BARA CHAURAHA-IIT NANKARI	BADACHAURAHA-PARED-LAL IMLI-CHUNNIGANJ-BAKARMANDI-MOTUHEEL- GOAL CHAURAHA-RAWATPUR- GURUDEV- UNIVERSITY- KALYANPUR- IIT	1	16	50	1	After 10 Mins.	20	12
4	JAJAMAU-BITHOOR	JAJMAU- SARKIT HOUSE- FOOLBAG-BADACHAURAHA-PARED-LAL IMLI-CHUNNIGANJ-BAKARMANDI- MOTUHEEL- GOALCHAURAHA- RAWATPUR- GURUDEV-UNIVERSITY-KALYANPUR-SINGHPUR- SUDHANSHU ASHRAM- BITHOOR	20	32	100	2	After 20 Mins.	8	17
5	SIDHNATH-BITHOOR	SIDHNATH- JAJMAU- SARKIT HOUSE-FOOLBAG- BADACHAURAHA-PARED-LAL IMLI-CHUNNIGANJ-CHHAH BANGALIYA- TILAK NAGAR-COMPANY BAG-NAWABGANJ-CHIDIYAGHAR- KHEVRA- ASHARAM ASHRAM- SINGHPUR-ISHWARIGANJ- BITHOOR	22	30	90	2	After 30 Mins.	4	18
6	GHANTAGHAR-RAMAIPUR	GHANTAGHAR- TATMIL- BAKARGANJ- KIDWAI NAGAR CHAURAHA-BARA DEVI- GAUSHALA- NAUBASTA CHAURAHA- MACHARIYA- NAUBASTA BAMBA- MANDI SAMITI- RAMAIPUR	11	22	70	1.5	After 20 Mins.	8	11
7	GHANTAGHAR-YASHODA NAGAR	GHANTAGHAR- TATMIL-BAKARGANJ-KIDWAI NAGAR CHAURAHA-YASHODA NAGAR BAIPAS-YASHODA NAGAR BUS STAND	14	13	30	0.45	After 20 Mins.	8	6
8	FOOLBAG-GURDEO-RAWATPUR	FOOLBAGH- BADACHAURAHA- PARED- LAL IMLI- CHUNNIGANJ-CHHAHBANGALIA- TALAKNAGAR- COMPANYBAGH- NAWABGANJ- CHADIYAGHAR- GURUDEV- RAWATPUR	22B	12	30	0.45	After 20 Mins.	6	12
9	GHANTAGHAR-PANKI MANDIR-KALYAN	GHANTAGHAR- JAREEBCHAUKI- FAZALGANJ- VIJAY NAGAR- BHATIYA HOTEL- PANKI MANDIR- KALYANPUR	13	14	35	0.45	After 15 Mins.	8	7
10	GHANTAGHAR-BARACHAURAHA	GHANTAGHAR-TATMIL-KIDWAI NAGAR-BARADEVI-GOVIND NAGAR-FAZALGANJ-J K MANDIR-HAILAT-MOTUHEEL- BAKARMANDI- CHUNNIGANJ-LAL IMLI-PARED-BARACHAURAHA	7	20	70	1.5	After 10 Mins.	12	14
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Proposed Routes for Electric Buses, Kanpur

उपरोक्त विषयक आचर्य द्वारा चीली मदी पीसीटीओएसओएलओ की सूचना निम्नवत प्रेषित है।

S.no	ROUTE NAME	Route Description	Route Number	Distance (k.m)	Running Time min. 1 trip	Layoff Time	Frequency/Headway (min.)	Number Of Buses Reqd	Bus Stops
1	रेलवे स्टेशन-लालगोपालगंज	जानसेनगंज, ग्योहाल, तेलियरगंज, शान्तिपुरम, मोड़, मलाका नवाबगंज, लालगोपालगंज	9	42	1.30	1.20	30	10	27
2	रमण्ड-शान्तिपुरम	तेलियरगंज, मजार, चौराहा बालसन, चौराहा, तुलारतबाग, आलोपीबाग, नैनी जेल, यूनाइटेड कालेज	2	31	1.15	1.30	30	10	26
3	त्रिवेणीपुरम-पुरामुफती	शास्त्री, मुल, आलोपीबाग, सीएमपी कालेज, सुभाष, चौराहा, होईकोर्ट, धुमनगंज	1	31	1.15	1.30	30	10	27
4	बेहरावा-शंकरगढ़	लेप्रोसी, भाक, धुरपुर, मोहनिया, जमरा, एनटीपीसी	12	42	1.30	1.30	30	10	26
5	शिवायल लाइन्स बस स्टैंड-प्रतापपुर	आलोपीबाग, झूरी, सहस्र, बाबूगंज, फूलपुर, अमोलवा, चौराहा	3	40	1.30	1.30	30	10	28

मुख्य कार्यकारी अधिकारी
पीसीटीओएसओएलओ

प्रतिनिधि - प्रबन्ध निदेशक, पीसीटीओएसओएलओ को सादर सूचनाएं प्रेषित।

मुख्य कार्यकारी अधिकारी

Proposed Routes for Electric Buses, Prayagraj

Annexure 2
Proposed Sites for Maintenance Depots

Sl.No.	City Name	Fleet	Location of Maintenance Depot	Land Area (Ac.)
1	Agra	100	New Yatayat Nagar	6.65
2	Aligarh	25	<i>Proposed</i>	2.00
3	Bareilly	25	Swaley Nagar, Rampur SH	1.69
4	Ghaziabad	50	Dudaheda	5.00
5	Gorakhpur	25	Mouza Salempur, Mughalpur	0.81
6	Jhansi	25	Mouza Kochha Bhanwar	3.00
7	Kanpur	100	Ahirawan	5.00
8	Lucknow	100	Dubagga	5.00
9	Mathura - Vrindavan	50	<i>Proposed</i>	2.00
10	Meerut	50	Lohia Nagar	5.00
11	Moradabad	25	<i>Proposed</i>	2.00
12	Prayagraj	50	Mouza Jahangirabad, Naini	2.26
13	Shahjahanpur	25	Kakra Kakar Kund	1.83
14	Varanasi	50	Raja Talao	1.83
		700		44.07

The Site Plan and locational details may be obtained by the interested Bidders from the Directorate.

Proposed Sites for Maintenance Depots

Annexure 3
Calculation for Estimated Project Cost

Assumptions for 100 Electric Buses	Rs. Crore
Procurement Cost of AC Midi Electric Buses	120.00
Charging Infrastructure (combination of Slow and Fast Charger as per FAME II Guidelines)	10.00
Development Cost of Maintenance Depot (5.00 Ac. Site) including provision of Transformer and other Civil Cost	20.00
Total Cost for 100 Electric Buses	150.00 Crore

Cost to be borne by the Authority/
Directorate

- Land cost for proposed Sites
- Road Connectivity
- 11 KVA Electricity Connection
- Water Supply to the boundary of the Sites
- Boundary Wall

Components of Maintenance Depot

1. In-shedding (Entry)
2. Security Office
3. Idle/Night Parking
4. Workshop Area
 - a) pits for inspection and maintenance;
 - b) tools and equipment for routine servicing;
 - c) mechanical repairs;
 - d) facilities for changing/maintaining tires
 - e) Painting and denting section
5. Washing Area
 - a) Washing Ramp & Washing Bay
 - b) Drying Area
 - c) Water Tank
6. Storage for Spares/Tools etc.
7. Charging Infrastructure
 - a) Charging stations and equipment
 - b) Transformers / DG Set

8. Facilities & Utilities

- a) Administration and Operation office
- b) Crew Rest Rooms
- c) Toilet and Utility Blocks
- d) Fire Fighting
- e) Compressor Room
- f) Scrap Yard
- g) General Parking

9. Circulation Area/ Paved Areas

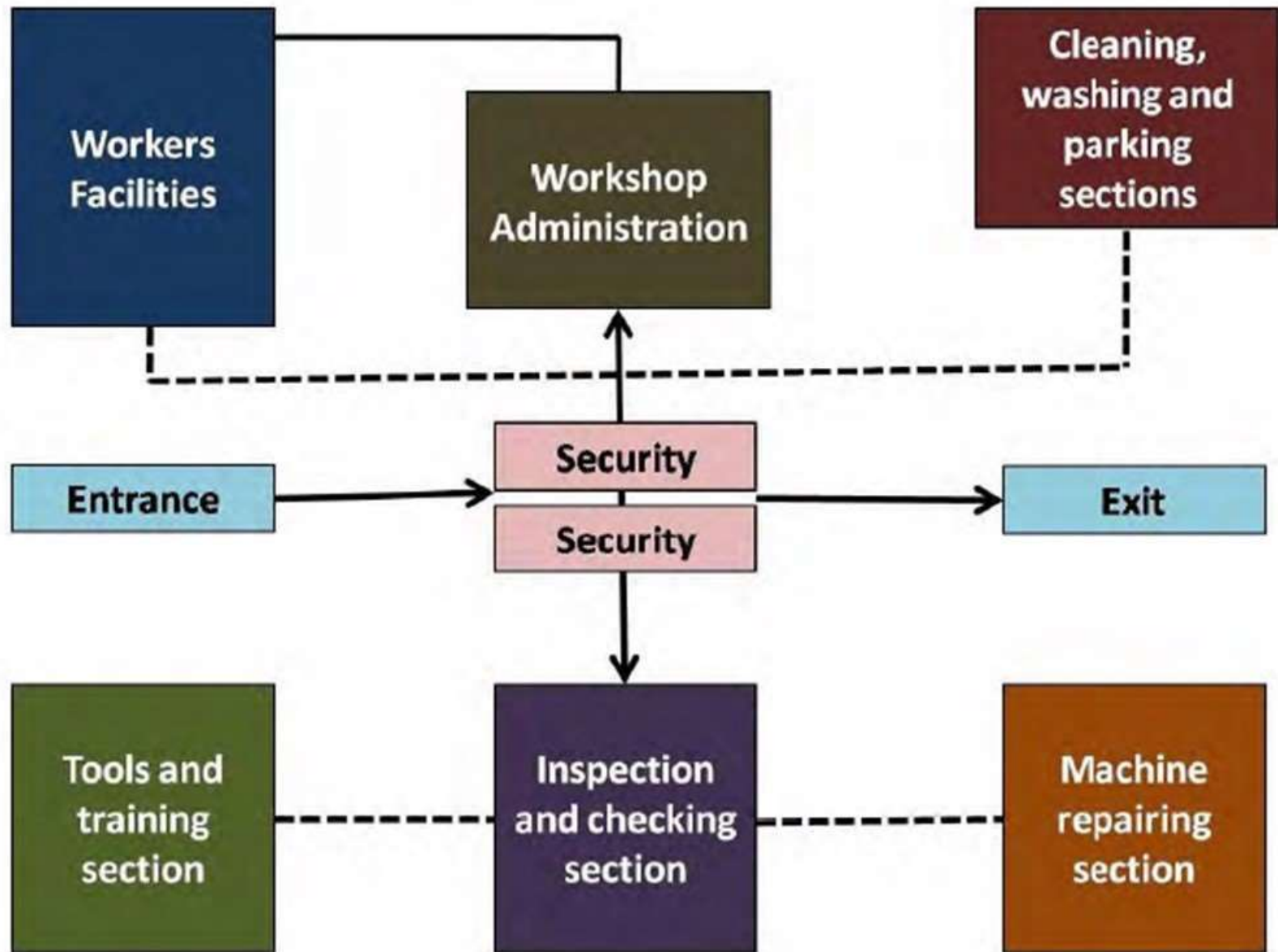
10. Landscaping Area

11. Out-shedding (Exit)

The cost of Maintenance Depot has been finalised based on the DPR prepared by the Directorate for few Sites.

- It is to be noted that for Lucknow, Charging Stations for 40 Electric Buses has been already developed.

Estimated Project Cost (EPC)



Proposed Maintenance Depot Layout