August, 2026

Request for Proposal (RFP)

For

Selection of Bus Operator for

Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric And Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities

JCTSL

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Near Police Head Quarter, Lal Kothi Tonk Road, Jaipur

Office ph. 0141 – 2744562 Pin Code – 302015

e-mail - jctsl.bus@gmail.com, website: transport.rajasthan.gov.in/jctsl

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Disclaimer

The information contained in this Request for Proposal document (the "RFP")or subsequently provided to Bidders / Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its 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 not an offer by the Authority 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 Proposals pursuant to this RFP (the "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 Authority, its employees or advisors to consider the investment objectives, financial situation 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, statements 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 may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, 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, completeness or reliability 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 with qualification of Bidders for participation in the Bidding Process.

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

The issue of this RFP does not imply that the Authority is bound to qualify the Proposals for opening of Financial Bids or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.

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

JAIPUR CITY TRANSPORT SERVICES LIMITED
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Bidding Document for Request for Proposal (RFP) For Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.

Critical Dates

S.No.	Event	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal, e-procurement Portal and JCTSL Portal	18/08/2026
2.	Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal and JCTSL Portal	18/08/2026
3.	Date upto which queries for clarifications on Bidding Document can be sent to JCTSL	25/08/2026 upto 11.00 AM
4.	Time and Date of Pre-bid conference	25/08/2026 12.30 PM
5.	Date from which bids can be uploaded on e-procurement portal	03/09/2026 06.00 PM
6.	Last time and date upto which Bids can be submitted electronically on e-procurement Portal to JCTSL	22/09/2026 06.00 PM
7.	Time span and date of physical submission of instruments of Bid Security, Processing Fee and Price of Bidding Document in the office of JCTSL	23/09/2026 upto 01.00 PM
8.	Time and date of opening of Technical Bids	23/09/2026 3.00 PM
9.	Time and date of opening of Financial Bids	To be declared later

Directions for e-Procurement

1) The Bidder or his authorised signatory shall submit his Proposal for RFP / Technical and Financial / Price Bids / Proposals only in electronic format through on-line submission on e-Procurement Portal, http://eproc.rajasthan.gov.in However, the Banker's Cheque/ Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security should be submitted physically also at the office of the procuring entity of JCTSL who invited the bids within the time specified in the Notice Inviting Bids/ Bidding Document but scanned copies of the same must be uploaded along with the Technical Bid in its cover or a separate cover on e-Procurement Portal.

2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security within the specified time as stated in para 1 above, its Bid shall not be accepted.

3) To participate in online bidding process, the Bidder must procure a Digital Signature Certificates (DSC) as per Information Technology Act, 2000 using which they can digitally sign their electronic bids. Bidders can enroll themselves through Online Enrolment of Corporate/Bidder in website of e-Procurement System Government of Rajasthan. For Registration the Digital Signature enrolment has to be done with the e-token, after logging into the portal. Digital Signature Certificate (DSC) 'class III' type will be in Bidder's name from an approved certifying agency. DSC/e-token may be obtained from one of the authorized Certifying authorities a list of which is available on the website www.cca.gov.in . The Digital Signature Certificates (DSCs) are issued with limited currency/validity date. Detailed information is also available in Bidder Manual Kit of website of e-Procurement System of Government of Rajasthan i.e. https://eproc.rajasthan.gov.in for hassle free bid submission.

4) JCTSL shall not be responsible for any delay in online submission of Bid/ Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc. Therefore, the Bidders are advised to upload their complete Bids well in advance.

(Format of NIB for Publication on State Public Procurement Portal, e-Procurement Portal and JCTSL's Portal)

JAIPUR CITY TRANSPORT SERVICES LIMITED

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No.- JCTSL/D-1373 Date 17.08.2026

NOTICE INVITING BIDS

NIB No --02-/2026-27 Date 17.08.2026

1. Single stage Two Parts e-Bids (Technical & Financial) are invited from OEMs or associates of OEM or JV/Consortiums having OEM as one of the partners or having required experience of eligible infrastructure projects for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.
2. The OEM shall be an Indian manufacturer of Electric Buses having manufacturing facility in India.
3. The estimated cost of project is Rs. 299.00 Crore (INR Two Hundred Ninety-Nine Crore).
4. A Pre-bid Conference will be held in the office of JCTSL at 12.30 PM on **25/08/2026.**
5. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
6. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure of bidding, Bidding forms, designs, drawings, specifications, Delivery Schedule, etc. can be seen at the website of State Public Procurement Portal, https://sppp.rajasthan.gov.in or e-Procurement Portal, https://eproc.rajasthan.gov.in or the official web site of JCTSL https://transport.rajasthan.gov.in/jctsl.
7. Techno-commercial (Technical) and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate covers, and a third cover (or in the cover of Technical Bid) containing scanned copies of documents of payment of price Rs.25000/- (INR Twenty Five Thousand) of Bidding Document, electronic bid processing fee of Rs.2500/- (both being non-refundable) and Bid Security of Rs. 05.98 Cr (INR Five Crore Ninety Eight Lakh) be submitted electronically to the JCTSL on the e-procurement portal https://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest upto 06.00 PM of **22/09/2026.**
8. The instruments of payment of price of the Bidding Document and the amount of Bid Security must be in the form of two separate bank demand drafts/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, JCTSL, payable at Jaipur (Bid Security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in

India in the specified format on non-judicial stamp paper of appropriate value purchased in the name of concerned bank). The electronic bid processing fee of Rs.2500/- must be paid by another bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director. RISL payable at Jaipur. All these three original instruments of payment must be submitted physically also in a sealed cover by the Bidder to the office of the JCTSL between 10 A.M. to 01 P.M. on the date of opening of the Bids.

9. The procedure for submission of bids including payment of price of Bidding Document, RISL processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in Section-III: Instructions to Bidders of the Bidding Document.
10. Bids received after the specified time and date shall not be accepted.
11. The Technical Bids shall be opened at 03.00 PM on 23/09/2026. in the office of JCTSL in presence of the Bidders or their representatives who wish to be present.
12. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
13. The Bidders shall have to submit a valid 'GST' registration certificate issued by the concerned authority and the 'PAN' issued by Income Tax Department.

Managing Director,
Jaipur City Transport Services Limited (JCTSL),
Jaipur

(Abridged Form of NIB for Publication in the Newspapers)

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Near Police Head Quarter, Lal Kothi Tonk Road, Jaipur - 302015
Office Ph. 0141 – 2744562; Fax No. 0141-2744562; E-mail - jctsl.bus@gmail.com; Website – tramsport.rajasthan.gov.in/jctsl

NOTICE INVITING BIDS

NIB No 02/2026-27 Date...........

(UBN No. of SPPP ....)

1. Single stage Two Parts e-Bids (Technical & Financial) are invited up to 06.00 PM of **date 22/09/2026** from OEMs or associates of OEM or JV/Consortiums having OEM as one of the partners for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.
2. The OEM shall be an Indian manufacturer of Electric Buses having manufacturing facility in India.
3. The estimated cost of project is Rs. 299.00 Crore (INR Two Hundred Ninety Nine Crore).
4. The Technical Bids shall be opened at 03.00 PM **on 23/09/2026** in the office of JCTSL in presence of the Bidders or their representatives who wish to be present.
5. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure of bidding, Bidding forms, designs, drawings, specifications, Delivery Schedule, etc. can be seen at the website of State Public Procurement Portal, https://sppp.rajasthan.gov.inor e-Procurement Portal, https://eproc.rajasthan.gov.inor the official web site of JCTSL https://transport.rajasthan.gov.in/jctsl.

Managing Director,
Jaipur City Transport Services Limited(JCTSL),
Jaipur

SECTION – I

Brief Description of the Project, Qualification Criteria and Bidding Process

Brief Description of the Project, Qualification Criteria and Bidding Process

1. About JCTSL:

1.1 The Jaipur City Transport Services Limited (JCTSL) (the "Authority") is a Government Company registered under the Indian Companies Act, 1956. It works under Local Self Government Department of Government of Rajasthan and is engaged in the Public Bus Service operation in the City of Jaipur and nearby sub-urban areas of Jaipur District (Rajasthan). Presently JCTSL is operating about 200 Diesel Buses.

2 The Project:

2.1 In view of providing comfortable site seeing to the tourists visiting Rajasthan and to minimising pollution and noise in operation of buses, the Government of Rajasthan has decided to ply double decker AC Electric Buses in the cities of Jaipur, Jodhpur and Udaipur through respective City Transport Service Companies.

2.2 JCTSL has been nominated to conduct centralised procurement process on behalf of all the three City Transport Service Companies for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis. The number of Buses to be procured for Jaipur, Jodhpur and Udaipur are 30, 10 and 10 respectively.

2.3 Therefore, JCTSL has invited Single stage Two Parts e-Bids (Technical & Financial) from OEMs or associates of OEM or JV/Consortiums having OEM as one of the partners for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop on Hop off Basis in Jaipur, Jodhpur and Udaipur Cities. Work orders will be given by the respective City Transport Service Companies and Performance Security will be deposited with them and Agreement in format given in Section-VI will also be executed with them.

2.4 The Estimated cost of the project is Rs. 299 crores for 12 years period and the project is to be operated on Gross Cost Contract (GCC) and the Bidder shall be required to quote GCC per kilometre rate in INR in his financial bid. The daily assured kms are 130.

2.5 Land/space/location for parking and charging infrastructure for the electric buses will be made available by the respective City Transport Service

Company.

2.6 Charging Infrastructure: The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots for Overnight Charging of Buses and also for opportunity charging at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty-five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructures are used only for the purpose of charging of Buses and no other purpose whatsoever.

2.7 Performance Monitoring Mechanism: Each bus will have to be provided with GPS. Respective City Transport Service Company will develop an online platform for monitoring the performance of electric buses deployed under this scheme. The online platform developed by respective City Transport Service Company will monitor relevant parameters, including but not limited to, daily running kilometer, equivalent CO2 reduction per day.

2.8 The bidders are invited to examine the project sites in greater detail and to carry out, at their own cost, such studies as may be required for submitting their respective bids.

2.9 Any queries or request for additional information concerning the RFP shall be submitted in writing by speed post/courier or e-mail so as to reach the Nodal Officer of the project on following address:

Officer on Special Duty, JCTSL, 2nd Floor, Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur 302015. Office Ph. 0141-2744562. Email – jctsl.bus@gmail.com.

3 Eligibility and Qualification Criteria for the Bidders

3.1 The Original Equipment Manufacturer (OEM) shall be an Indian Manufacturer of the electric buses having a manufacturing facility in India.

3.2 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 electric bus.

4 Bidding Process and Selection of Successful Bidder:

4.1 The JCTSL is inviting single stage two parts bids from OEMs who shall be Indian manufacturers of Electric Buses having manufacturing facility in India (The Bidder may enter into joint venture/consortium, if need be, of not more than three entities) through an open competitive bidding process for awarding the Project in accordance with the procedure set out herein.

4.2 The cost of bidding document shall be Rs.25000/- (INR Twenty Five Thousand), the Bid Security shall be Rs. 05.98 Cr (INR Five Crore Ninety Eight Lakh) and the amount of bid processing fee is Rs.2500/- (INR Two Thousand Five Hundred).

4.3 In the first part, which will be techno commercial bid, the Bidder shall submit documents regarding his eligibility and qualifications for the project and technical specifications of the electric bus. The Bidders who fulfil the eligibility and qualification criteria will be entitled to opening of the second part of their bid in the form of financial bid.

4.4 In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of electric buses in Rupees Per Kilometer The daily assured kms are 130 and period of Concession Agreement ("Concession Period") is 12 years.

4.5 While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, electricity, drivers, management of fleet, charging infrastructure, replacement of batteries, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer as Gross Cost Contract (GCC) Rate. Conductors will be deployed by the respective City Transport Service Company.

4.6 The successful bidder will be one who quotes minimum per kilometer GCC rate. If two or more bidders quote the same per kilometer rates in their financial bids, then negotiations will be conducted with each of them separately and the bidder quoting the minimum negotiated rate will be the successful bidder. Even after negotiations two or more bidders quote same per kilometer rate then selection of successful bidder will be done by considering experience of the bidder regarding operation and maintenance. The work order may be divided among more than one bidders.

4.7 The successful Bidder selected for the Project shall have to execute an Agreement in given format (draft included in this RFP) within 30 days of the issue of the Letter of Acceptance with respective City Transport Service Company and deposit Performance Security of the 05 percent of work order amount with them. The Performance Security shall be refunded after 90 days of close of the Project and on completion of all obligations by the Concessionaire under the Project.

4.8 A detailed tentative timeline for the procurement is provided below:

S.No.	Details	Timeline
1	Approval of Prices and Issuance of LoA by JCTSL(T0)	T0
2	Submission of performance security and signing of Concession agreement(T1)	T0+4Weeks

3	Prototype testing and approval of the same(T2)	T1+ 6weeks
4	Completion of conditions precedent and hand over of depots by The Authority(T3)	T1 +16Weeks
5	Fit-out works completion and delivery of minimum 40% of Buses qty. Awarded in the LOA	T3+6Weeks
6	Delivery of minimum75% Buses qty awarded in the LOA	T3+18Weeks
7	Delivery of 100% Buses qty awarded in the LOA	T3+30Weeks

SECTION-II
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDER

Important Instruction:-The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal http://sppp.rajasthan.gov.inTherefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. General

1.1 Scope of Bid

1.1.1 In support of the Invitation of bid for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Co Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities, the Jaipur City Transport Services Limited (JCTSL), the Procuring Entity, issues this RFP.

1.1.2 Throughout is Bidding Document:

i. the term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt;

ii. if the contexts or enquires, singular means plural and vice versa; and

iii. "Day" means a calendar day.

1.2 Code of Integrity

1.2.1 Any person participating in the procurement process shall–

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the

Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

1.3 Conflict of Interest

1.3.1 A conflict of interest is considered to be situation in which a party has interests th could improperly influence that party' performance of

Official duties or responsibilities, contractu obligations, or compliance with applicabl laws and regulations.

i. Bidder maybe considered to be in confli of interest with one or more parties in th bidding process if, including but not limite to:

has controlling partners/ shareholders i common; or

receives or have received any direct or indire subsidy from any of them; or

has the same legal representative for purpose of this Bid; or

has a relationship with each other, directly through common third parties, that puts th min a position to have access to informatio about or influence on the Bid of anoth Bidder, or influence the decisions of th Procuring Entity regarding this biddin process; or

the Bidder participates in more than one Bi in this bidding process. Participation by Bidder in more than one Bid will result in th disqualification of all Bids in which th Bidder is involved. However, this does n limit the inclusion of the same sub-contracto not otherwise participating as a Bidder, i more than one Bid; or

the Bidder or any of its affiliates participate as a consultant in the preparation of th design or technical specifications of th Goods and Services that are the subject of th Bid; or

the Bidder or any of its affiliates has bee hired(oris proposed to be hired) by JCTSL a engineer-in-charge/ consultant for th contract.

1.3.2 ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its bid in the format specified in Section IV- Bidding Forms.

Breach of Code of Integrity by the Bidder:

1.3.3 Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Bidder or prospective Bidder, as the case may be, the JCTSL may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

1.4 Eligible Bidders

1.4.1 Bidder may be a natural person, private Entity, government-owned Entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] / Consortium.

case of a Joint Venture / Consortium: -

(a) all parties to the Joint Venture / Consortium shall sign the Bid and they shall be jointly and severally liable; and

(b) a Joint Venture / Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture / Consortium during the Bidding process. In the event the Bid of Joint Venture/ Consortium is accepted they shall form a registered Joint Venture/ Consortium as a limited liability company under Companies Act 2013. The company shall sign the Agreement.

1.4.2 Nationality of the Bidder and all parties constituting the Bidder shall be of India. Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.

1.4.3 The Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.

1.4.4 The Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by -

(a) any Procuring Entity, if debarred by the State Government; and

(b) entire JCTSL if debarred by any Procuring Entity of JCTSL.

3The bidder must disclose if he had any previous transgression with any entity in India or any other country during the last three years or was debarred by any other procuring entity.

1.4.5 The Bidder can be original equipment manufacturer OEM) of Electric buses or an associate of OEM and shall furnish necessary proof for the same in the specified format.

1.4.6 i. Any change in the constitution of the Bidder shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the Contract.

ii. The status of the lead partner/ representative of the Joint Venture/ Consortium, as a major stake holder shall not change without the consent of the JCTSL. New major stake holder must agree to abide by all terms and conditions of the Contract.

1.4.7 The Bidders shall provide such evidence of their continued eligibility satisfactory to the JCTSL, should the JCTSL request.

1.4.8 In case a prequalification or empanelment process has been conducted prior to the Bidding process,this Bidding will be open only to the pre-qualified and empanelled Bidders.

1.4.9 Each Bidder shall submit only one Bid.

1.4.10 The Bidder in the RFP shall be required to obtain Goods and Services Tax (GST) number and PAN from Income Tax Department.

1.5 Eligible Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.

1.5.1 All Buses and Related Services to be supplied under the Contract shall have India as their country of origin.

1.5.2 For purposes of this Clause, the term "Buses" includes machinery, equipment and charging facilities; and"Related Services" includes services such as insurance, installation, transportation, testing, commissioning, training, and mandated maintenance, as applicable.

1.5.3 The term "country of origin" means the country where the Buses have been manufactured.

2. Contents of Bidding Document

2.1 Sections of the Bidding Document

2.1.1 The RFP, which includes all the Sections indicated below, and should be read in conjunction with any Addendum/ Corrigendum issued in accordance with ITBClause2.3[Amendment of Bidding Document].

Part1: Bidding Procedures

Section –I - Brief Description of the Project, Qualification Criteria and Bidding Process

Section II. Instructions to Bidders (ITB)

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

Part 2: Supply Requirements

Section V. JCTSL's Requirements and Specifications

Part 3: Contract

Section - VI

Concession Agreement for Procurement, Supp Operation and Maintenance of 50 Fully build pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) including conditions of contract.

The Notice Inviting Bids issued by the JCTSL and shall also be a part of the Bidding Document.

2.1.2 The sale of RFP Document shall be commenced from the date of publication of Notice Inviting Bids on SPPP and e-Procurement Portal and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall be placed on the websites of State Public Procurement, http://sppp.rajajasthan.gov.in and e-procurement portal, http://eproc.rajasthan.gov.inand http://transport.rajasthan.gov.in/jctsl. The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security, as indicated in ITB para 2.1.5.

2.1.3 Bidding Document purchased by Principal of any concern may be used by its authorized agents or vice versa.

2.1.4 The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-Procurement Portal.

2.1.5 The instruments of payment of price of the RFP Document of Rs. 25000/- and the amount of bid security of Rs. 05.98 Crore must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of the JCTSL payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified format). These two original instruments of payment and another bank demand draft/ banker's cheque of Rs. 2500/-must be in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover in the office of the JCTSL between 10.00 AM to 01:00 PM on the date for opening of Bids.

2.1.6 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information nor authentic documentation required by the Bidding Document may result in rejection of the Bid.

2.2	***Clarification of Bidding Document and Pre-Bid Conference***	*2.2.1*	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc.,of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the technical specifications, drawings etc.,it shall, before submitting the Bid, refer the same to the JCTSL and get clarifications. The Bidder requiring any clarification of the Bidding Document shall contact the JCTSL in writing or e-mail in format given in the Section-IV - Bidding Forms. The JCTSL will respond in writing to any request for clarification which is received within 07 days from the date of issue of RFP. The clarification will be placed on the websites of State Public Procurement Portal, e-Procurement Portal and JCTSL website. Should the JCTSL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document].
		2.2.2	The Bidder or his authorized representative is invited to attend the Pre-Bid Conference to be held at 12.30 PM on 05.08.2026 The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than two days before the pre-Bid Conference. The queries may also be sent by e-mail to the JCTSL from his official e-mail ID in format given in the Section IV- Bidding Forms. The query must be in word format.
		2.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal and e-Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the JCTSL exclusively through the issue of an addendum/ corrigendum *(part of Bidding Document)* and not through the minutes of thePre-BidConference.

2.2.5 Non-attendance at the Pre-Bid Conference will not because for disqualification of the Bidder.

2.3 Amendment of Bidding Document

2.3.1 Any corrigendum/addendum is sued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal and e-Procurement Portal for prospective Bidders to download.

2.3.2 At any time prior to the deadline for submission of the Bids, the JCTSL, may also amend the Bidding Document, if required, by issuing a corrigendum/addendum which will form part of the Bidding Document.

2.3.3 To give prospective Bidders reasonable time in which to take an addendum/ corrigendum in to account in preparing their Bids, the JCTSL may, at its discretion, extend the deadline for submission of the Bids, pursuant to ITB Sub-Clause4.2[Deadline for Submission of Bids], by uploading it on the website of State Public Procurement Portal and e-Procurement Portal.

3. Preparation of Bids

3.1 Cost of Bidding

3.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JCTSL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.1.2 The Bidder shall furnish the attested copies of following documents with its Bid:-

i. GST registration certificate from the concerned Officer and Permanent Account Number (PAN) issued by Income-Tax Department and Adhar Numbers (for Indian company) of all partners linked with PAN.

iii. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority, power of attorney in favour of the person signing the Bid.

v. In case of Joint Venture / Consortium letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture / Consortium.

vi. Addresses and contact details and name of contact persons including mobile number, telephone number, e-mail addresses of office and factory premises of the Bidder.

3.2 Language of Bid

3.2.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the JCTSL, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.3 Documents Comprising the Bid

3.3.1 The Bid shall comprise of two covers, one containing the Technical Bid and the second containing the Financial Bid, and the third cover or in the cover containing the technical bid shall contain scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed.

All documents enclosed in the above covers must be converted into pdf format and digitally signed by the Bidder or its authorized signatory.

3.3.2 The Technical Bid shall contain the following:

i. Technical Bid submission sheet and the filled up Technical Bidding Forms and Declarations related to RFP and Code of Integrity given in Section IV- Bidding Forms;
ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.11;
iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.13;
iv. documentary evidence in accordance with ITB Clause 3.6 establishing the Bidder's eligibility to bid;
v. documentary evidence in accordance with ITB Clauses 3.8, that the Buses and Related Services conform to the Bidding Document;
vi. documentary evidence in accordance with ITB Clause 3.9 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

vii. Technical details and drawings/ designs in support of the buses to be supplied and development works to be done at the depots/ workshops;

viii. The technical bid must not contain rates per kilometer. If it is done, the bid of the bidder shall be rejected.

ix. Others considered necessary otherwise to strengthen the Bid submitted.

3.4	***Financial Bid Submission Sheet and Price Schedule***	*3.4.1*	The Bidder shall submit the Financial Bid Submission Sheet and Financial Bid in Rupees Per Kilometer in xls format directly on the e-procurement portal as provided in Section-IV - Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted.
3.5	***Currencies of Bid.***	*3.5.1*	In the Financial Bid the unitrates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR).
3.6	***Documents Establishing the Eligibility of the Applicant / Bidder***	*3.6.1*	To establish the ireligibility in accordance with ITB Clause1.4 [Eligible Bidders], Bidders shall: i. Complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV-Bidding Forms; ii. if the Bidder is an existing or intended JV/ Consortium in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV/ Consortium; and iii. the existing or intended JV/ Consortium shall authorize an individual/ partner in one of the firm of the JV/ Consortium to act and commit all the partners of JV/ Consortium for the Bid.
3.7	***Documents Establishing the Eligibility of the Buses and Related Services***	*3.7.1*	To establish the eligibility of the Buses and Related Services, in accordance with ITB Clause1.5[Eligible Buses and Related Services], Bidders shall complete the country of origin declarations in the Forms included in Section IV-Bidding Forms.

3.8 *Documents Establishing the Conformity of the Buses and Related Services to the Bidding Document*

3.8.1 To establish the conform it of the Buses and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence *(specifications, designs and drawings and its conformance to the given specifications in Section - V).*

3.8.2 The documentary evidence may be in the form of literature, design/ drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Buses and Related Services, demonstrating substantial responsiveness of the Buses and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions.

3.8.3 Standards for workmanship, process, material and maintenance and equipment, as well as references to catalogue numbers specified by the JCTSL are the minimum acceptable standards and are intended to ' descriptive only and not restrictive. The Bidder may offer other standards of better quality, and/ or catalogue numbers, provided that it demonstrates, to the JCTSL's satisfaction, that the substitutions ensure substantial equivalence or are superior.

3.9 *Documents Establishing the Qualifications of the Bidder*

3.9.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of Bid the documentary evidence indicated for each qualification criteria specified in Section III-Evaluation and Qualification Criteria.

3.10 *Period of Validity of Bids*

3.10.1 The Bid shall remain valid for 180 days after the bid submission deadline date as specified. A Bid valid for a shorter period shall be rejected by the JCTSL as non-responsive.

3.10.2 In exceptional circumstances after opening of the Applications for Qualifications but prior to the expiration of the Bid validity period, the JCTSL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 3.11 [Bid Security] it shall also be extended for a corresponding period. The Bidder may refuse the request without forfeiting its Bid Security. The Bidder accepting the request shall not be required or permitted to modify its Bid.

3.11 *Bid Security*

3.11.1 The Bidder shall furnish as part of its Bid,a Bid Security in original form.

Amount of Bid Security

3.11.2 Bid Security shall be INR 05.98 Crore.

Form of Bid Security

3.11.3 The Bid Security may be given in the form of banker's cheque or bank demand draft or bank guarantee in specified format, of a Scheduled Bank in India or in the form of insurance surety bond issued by insurer registered with Insurance Regulatory and Deployment authority of India (IRDAI).

Bid Securing Declaration

3.11.4 In lieu of Bid Security, a Bid Securing Declaration shall be taken from the,-

(i) Departments of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

3.11.5 Scanned copy of the instrument of Bid Security shall necessarily be uploaded with the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.

3.11.6 Bid Security of the Bidder lying with the JCTSL in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.

3.11.7 The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the JCTSL.

3.11.8 Prior to presenting a submission, the Bidder may request the JCTSL to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if required. The JCTSL shall respond promptly to such a request.

3.11.9 The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the JCTSL from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.

3.12 Refund of Bid Security

3.12.1 The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security].

3.12.2 In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by JCTSL on the amount of Bid Security.

3.12.3 The Bid Security of a Joint Venture / Consortium must be in the name of the Joint Venture / Consortium that submits the Bid. If the Joint Venture / Consortium has not been legally constituted at the time of Bidding, the Bid Security may be submitted in the name of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 3.6.1 [Documents Establishing the Eligibility of the Bidder] or any one partner.

3.13 Format and Signing of Bid

3.13.1 All pages of the Bidshall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid.

4. Submission and Opening of Bids

4.1 Sealing and Marking of Bids

4.1.1 The Bidders shall submit their e-Bids to the JCTSL electronically only on the e-procurement portal, http://eproc.rajasthan.gov.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.

4.1.2 The Bidder shall enclose the Bid, the proofs of payment of price of Bidding Document, processing fee and Bid Security and upload them in one cover or they may be placed in the cover for Technical Bid.

4.2 *Deadline for Submission of Bids*

4.2.1 Bid shall be submitted electronically only upto the time and date specified in the Notice Inviting Bid or an extension issued thereof.

4.3 *Withdrawal, Substitution and Modification of Bids*

4.3.1 The Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. notice duly digitally signed by the Bidder or his authorised representative, and shall include a scanned copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written notice. All notices must be received by the JCTSL on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2 [Deadline for Submission of Bids].

4.3.2 No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.10 [Period of Validity of Bids] or any extension thereof.

4.4 *BidOpening*

4.4.1 The electronic Technical Bid shall be opened by the Bids Opening Committee constituted by the JCTSL at the time, date and place specified in RFP in the presence of the Bidders or their authorised representatives, who choose to be present.

4.4.2 Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

4.4.3 The Bidders may choose to witness the electronic Bid opening procedure online.

4.4.4 The Financial Bid shall be opened at the later stage after evaluation of the technical bids.

4.4.5 The Bids Opening Committee shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids Opening Committee with date and time of opening of the Bids.

4.4.6 First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bid shall not be opened. No Technical Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding TechnicalBid shall be opened.

Next, covers marked as "SUBSTITUTION TECHNICAL BID" shall be opened, read out and recorded. The covers containing the Substitution Technical Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bid shall be opened, read out, and recorded. No Technical Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Technical Bid opening.

Covers marked as "MODIFICATION TECHNICAL BID" shall be opened thereafter, read out and recorded with the corresponding Technical Bid. No Technical Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bid. Only the TechnicalBids, Original as well as Modification, are to be opened, read out, and recorded at the opening.

4.4.7 All other covers containing the TechnicalBids shall be opened one at a time and the following read out and recorded-

i. the name of the Bidder;
ii. whether there is a modification or substitution;
iii. whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed;
iv. any other details as the Bids opening committee may consider appropriate.

After all the TechnicalBids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page and other important papers of each Technical Bid by the members of the Bids Opening Committee.

4.4.8 Only Technical Bids which are read out and recorded at the bid opening shall be considered for evaluation. No Technical Bid shall be rejected at the time of opening except the Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee and Bid Security.

4.4.9 3ids Opening Committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the proof of payment of price of Bidding documents, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids Opening Committee shall also sign the record with date.

4.4.10 completion of the evaluation of the Technical Bids, the JCTSL shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the JCTSL. Bidders shall be given reasonable notice of the date of opening of Financial Bids.

4.4.11 JCTSL shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document and keep their Financial Bids unopened.

4.4.12 The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the JCTSL.

4.4.13 All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-

i. the name of the Bidder;

ii. whether there is a modification or substitution;

iii. the Bid Prices;

iv. any other details as the Bids opening committee may consider appropriate.

After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.

4.4.14 The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.

5. Evaluation and Comparison of Bids

5.1 Confidentiality

5.1.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

5.1.2 Any attempt by a Bidder to influence the *JCTSL* in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the *JCTSL under the Act and the Rules.*

5.1.3 Not with standing ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the *JCTSL* on any matter related to the Bidding process, it should do so in writing.

5.1.4 In addition to the restrictions specified in section 49 of the Act, the *JCTSL*, while procuring a subject matter of such nature which requires the *JCTSL* to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.2 Clarification of Technical or Financial Bids

5.2.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.

5.2.2 Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.

5.2.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.

5.2.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

5.3 Deviations, Reservations and Omissions in Technical and Financial Bids

5.3.1 During the evaluation of Bids, the following definitions shall apply:

i. "Deviation" is a departure from the requirements specified in the Bidding Document;

ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

5.4 Nonmaterial Nonconformities in Bids

5.4.1 Provided that a Bid is substantially responsive, the JCTSL may waive any non conformity *(with recorded reasons)* in the Bid that does not constitute a material deviation, reservation or omission.

5.4.2 Provided that a Bid is substantially responsive, the JCTSL may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non conformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the price part of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

5.5 Correction of Arithmetical Errors in Financial Bid

5.5.1 Provided that a Financial Bid is substantially responsive, the Bid Evaluation Committee will correct arithmetical errors during evaluation of Financial Bid on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Bid Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

5.5.2 If the Bidder that submitted the lowest rate per kilometer of running of a Bus at the time of evaluations of Financial Bid does not accept the arithmetical correction of errors, its Bid shall be disqualified and its **Bid Security shall be forfeited.**

5.6 Preliminary Examinationof Technical and Financial Bids

5.6.1 The JCTSL shall examine the Technical and Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.

5.6.2 The JCTSL shall confirm, following the opening of the Technical Bids, that the following documents and information have been provided:

- i Technical Bid is signed, as per the requirements listed in the Bidding Document;
- ii Bid has been given in one or two covers as per instructions provided in the Bidding Document;
- iii Bid is valid for the period, specified in the Bidding Document;
- iv Technical Bid is accompanied by Bid Security or Bid Securing Declaration;
- v Technical Bid is unconditional and the Bidder has agreed to give the required performance Security;
- vi. Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms];
- vii. Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules];
- viii. written confirmation of authorization to commit the Bidder;
- ix. Declaration by the Bidder in compliance of Section 7 and 11 of the Act;
- x. other requirements, as specified in the Bidding Document are fulfilled.

5.7 Responsiveness of Technical or Financial Bids

5.7.1 The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid it self, as defined in ITB Clause3.3 [Documents Comprising the Bid].

5.7.2 A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:

(a) if accepted, would-

i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, JCTSL's Requirements and Specifications; or

ii. limits in any substantial way, inconsistent with the Bidding Document, the JCTSL's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

5.7.3 The JCTSL shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, JCTSL's Requirements and Specifications have been met without any material deviation or reservation.

5.7.4 If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the JCTSL and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

5.8 Tests of Responsiveness

5.8.1 Prior to evaluation of Bids for Qualification, the JCTSL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if:

(a) it is received as per format as given in Section-IV – Bidding Form;

(b) it is received by the Bid Due Date including any extension thereof.

(c) it is digitally signed as stipulated in the bidding document.

(d)it is accompanied by the Power of Attorney as specified in Section-IV - Bidding Forms, and in the case of a Joint Venture/Consortium, the Power of Attorney as specified in Section-IV – Bidding Forms.

(e) it contains all the information and documents (complete in all respects) as requested in this RFP;

(f) it contains information in formats as specified in this RFP;

(g)it contains certificates from its statutory auditors in the formats specified in the bidding forms of the RFP;

(h)it contains proof of payment of price of RFP;

(i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specified in the Bidding Forms;

(j) it does not contain any condition or qualification; and

(k) it is not non-responsive in terms hereof.

5.9 Examination of Terms and Conditions of the Technical or Financial Bids

5.9.1 The JCTSL shall examine the Bids to confirm that all terms and conditions specified in the Bidding document have been accepted by the Bidder without any material deviation or reservation.

5.9.2 The JCTSL shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.8 [Documents Establishing the Conformity of the Buses and Related Services to the Bidding Document], to confirm that all requirements specified in Section IV-Bidding Forms and all amendments or changes requested by the JCTSL in accordance with ITB Clause2.3 [Amendment of Bidding Document], have been met without any material deviation or reservation.

5.10 Evaluation of Qualification of Bidders in Technical Bids

5.10.1 The determination of qualification of a Bidder in evaluation of Technical Bid shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause3.9 [Documents Establishing the Qualifications of the Bidder], and in accordance with the qualification criteria indicated in Section III-Evaluation and Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.

5.11 Evaluationof Financial Bids	5.11.1	The JCTSL shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive. To evaluate a Financial Bid, the JCTSL shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted. To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5. [Correction of Arithmetical Errors];
5.12 Post qualification of the Bidder	5.12.1	The JCTSL shall determine to its satisfaction that the Bidder that is selected as the successful Bidder is qualified to perform the Contract satisfactorily.
5.13 Exclusion of Bids	5.13.1	The JCTSL shall exclude a bid if- (a) the Bidder is not qualified; (b) the Bid materially departs from the requirements specified in the Bidding Document or it contains false information; (c) The Bidder submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the JCTSL or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process. (d) The Bidder, in the opinion of the JCTSL, has a conflict of interest materially affecting fair competition.
	5.13.2	A bid shall be excluded as soon as the cause for its exclusion is discovered.
	5.13.3	Every decision of the JCTSL to exclude a bid shall be for reasons to be recorded in writing and shall be - (a) communicated to the concerned Bidder in writing; (b) Published on the State Public Procurement Portal.
5.14 Cancellation of Procurement Process	5.14.1	The JCTSL may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

(a)at any time prior to the acceptance of the successful bid; or

(b) After the successful bid is accepted.

5.14.2 The JCTSL shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

5.14.3 The decision of the JCTSL to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process.

5.14.4 If the Bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the JCTSL may cancel the procurement process.

5.14.5 If a Bidder is convicted of any offence under the Act, the JCTSL may-

(a) cancel the relevant procurement process if the Bid of the convicted Bidder has been declared as successful but no procurement contract has been entered into;

(b) Rescind the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the JCTSL and the convicted Bidder.

5.15 JCTSL's Right to Accept Any Bid and to Reject Any or all Bids

5.15.1 The JCTSL reserves the right to accept any Bid or reject any or all Bids, and to annul the Bidding process at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.

6. Award of Contract

6.1 JCTSL's Right to Vary Quantities

6.1.1 If the JCTSL does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

6.1.2 Orders for additional quantities may be placed on conditions given in the Contract. The limits of orders for additional quantities shall be 50% of the value of Buses and Related Services of the original Contract. Delivery period of buses and related services may also be proportionately increased.

6.2 Dividing quantities among more than one Bidder at the time of award

6.2.1 As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or it is when considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the next lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of t' Bidder, whose Bid accepted.

The decision of the Procuring Entity regarding the distribution of quantity shall be final and binding on all bidders.

6.3 Acceptance of the successful Bid and award of contract

6.3.1 The JCTSL after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.

6.3.2 Before award of the Contract, the JCTSL shall ensure that the price of successful Bid in evaluation of RFP is reasonable and consistent with the required quality.

6.3.3 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

6.3.4 The JCTSL shall award the contract to the Bidder whose offer has been determined to be the lowest f per kilometer of running of a Bus in accordance with the evaluation criteria set out in Section III- **Evaluation and Qualification Criteria** and if the Bidder has been determined to be qualified to perform the contract satisfactorily.

6.3.5 Prior to the expiration of the period of validity of Bid, the JCTSL shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.

6.3.6 If the issuance of formal Letter of Acceptance (LoA) is likely to take time, in the meanwhile a Letter of Intent (LoI) may be sent to the successful Bidder.

The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.

6.3.7 The selected Bidder, shall be responsible for financing, procurement, construction and maintenance of the Project under and in accordance with the provisions of a long – term 12 years concession agreement (the "**Concession Agreement**") to be entered into between

the Concessionaire and the Authority in the form provided by the Authority as part of the Contract Forms pursuant hereto.

6.4 Negotiations

6.4.1 The Bid evaluation committee shall have full powers to undertake negotiations.

6.4.2 The lowest or most advantageous bidder shall be informed in writing either through registered letter or e mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

6.4.3 Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase the rates originally quoted or impose any new terms or conditions.

6.4.4 In case of non-satisfactory achievement of rates from lowest or most advantageous bidders, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this not accepted by him, the committee may decided to reject and re-invite bids or to make the same counter offer first to second lowest or most advantageous, then to the third lowest and most advantageous bidder and so on in the order of their initial standing and quantities be awarded to the bidder who accepts the counter offer.

6.4.5 In case the rates even after the negotiations are considered very high, fresh bid shall be invited.

6.5 *Signing of Contract*

6.5.1 In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 30 days from the date on which the LoA or LoI is dispatched to the Bidder. Until a formal contract is executed, LoA or LoI shall constitute a binding contract.

6.5.2 If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the JCTSL shall forfeit the Bid Security of the successful bidder/ execute the F Securing Declaration and take required action against it as per the provisions of the Act and the Rules.

6.5.3 The Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.

6.6 *Performance Security*

6.6.1 Performance security shall be solicited from all successful bidders except the, -

(i) Departments of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

However, a performance security declaration shall be taken from them.

6.6.2 The successful bidder shall furnish a Performance Security amounting to **5% of the work order amount.**

6.6.3 Performance Security shall be furnished in one of the following forms-

i. deposit through net banking (if facility is Available); or

ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or

iii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the JCTSL with the approval of Head Post Master; or

iv. Bank guarantee of a scheduled bank in India. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.11 [Bid Security]; or

v. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the JCTSL on account of Bidder and discharged by the Bidder in advance. The JCTSL shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the JCTSL without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

Validity of Performance Security

6.6.4 Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause 6.5.3 above, shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and/ or maintenance and defect liability period, if any. No interest shall be payable on the amount of Performance Security.

6.6.5 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the JCTSL may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of lowest Bidder's per kilometer rate of running of Buses, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the JCTSL to be qualified to perform the Contract satisfactorily.

6.6.6 Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases: -

i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time period; after issue of letter of acceptance; or

ii. when the Bidder fails to commence the commercial operation of the project within the time specified; or

iii. when Bidder fails to complete the project satisfactorily within the time specified; or

iv When any terms and conditions of the contr is breached; or

v. Failure by the Bidder to pay the JCTSL any established dues under the contract; or

vi. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document in execution of the contract.

Notice of reasonable time will be given in case of Forfeiture of Performance Security. The decision of the JCTSL in this regard shall be final.

7. Grievance Handling Procedure during Procurement Process (Appeals)

7	***Grievance handling procedure during procurement process***	7.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the **First Appellate Authority**: Principal Secretary/Secretary, Local Self Government Department, Government of Rajasthan (GOR) **Second Appellate Authority**: Secretary Finance (Budget) Department, GOR as the case may be, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in **Appendix A** to these ITB.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the JCTSL, as the case may be, may file a second appeal to the Second Appellate Authority as specified in clause-7 of ITB, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the JCTSL relating to the following matters, namely:-

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the bidding process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(3) Form and procedure of filing an appeal

(a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled

Bank in India payable in the name of JCTSL, Jaipur.

(5) Procedure for disposal of appeals

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

   (i) hear all the parties to appeal present before him; and

   (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Annexure

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ....of ....

Before the .... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
   ....
   ....
   ....(Supported by an affidavit)
7. Prayer:
   ....
   ....
   ....

Place ....

Date ....

Appellant's Signature

Section – III

QUALIFICATION AND EVALUATION CRITERIA

Eligibility and Qualification Criteria for the Bidders

1. General

1.1 The Original Equipment Manufacturer (OEM) shall be an Indian Manufacturer of the electric bus having a manufacturing facility in India.

1.2 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 electric bus.

2. Eligibility of Applicants

2.1 For determining the eligibility of the Bidder for their pre-qualification hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the "Joint Venture (JV)/Consortium"), coming together to implement the Project. However, no bidder applying individually or as a member of a JV/Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a JV/Consortium.

(b) The Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

(c) The 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 (The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies). An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, 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 or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

(e) Other eligibility conditions shall be as per para 1.4 of ITB

2.2 To be eligible for qualification, a Bidder shall fulfill the following conditions:

2.2.1 For meeting Technical Qualification Criteria the bidder should satisfy the criteria mentioned in either (D-1) or (E-1)

For this purpose, bidder needs to submit form tech XVI (i.e. Bidder to mention the route by which bidder is participating in tender)

Furthermore, the bidder may seek qualification based on technical capability of its parent and / or associate(s) for the purpose of meeting the qualification criteria

Qualification Criteria for Bidders

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
D-1	1. The Bidder should have regularly, starting 01st April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses and 2. The Bidder' should have manufactured and supplied at least 15 'Electric Buses' in at least one of the last five financial years' or in the current financial year. and 3. 'The Bidder' must have an annual capacity to manufacture and supply at least 50 Electric Buses prior to the Bid Due Date. The manufacturing facility must be located in India. In the case of a Consortium consisting of multiple Electric Bus Manufacturers, all the above criteria are to be met individually.	**License of manufacturing buses**: Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery. **Annual capacity for Bus manufacturing and supply:** Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.
E-1	The Bidder over the past 5 (five) financial years preceding the Bid Due Date, have a) Paid for, or received payments for, construction of Eligible Project(s); and/or b) Paid for development of Eligible Project(s); and/or c) Collected and appropriated revenues from Eligible Project(s) such that the sum total of the above is more than 134 Cr. The Bidder must have either implemented such projects itself or must have held directly or indirectly at least 26% of the share holding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation. The Above Criteria can be met by the bidder individually or collectively by members of consortium.	**Statutory auditor confirming compliance with the required condition of this RFP as per form tech V-A & V-B**

The bidder who has qualified basis the technical qualification mentioned in D-1 should meet the financial qualification criteria provided in D-2. The bidder who has qualified basis the technical qualification mentioned in E-1 should meet the financial qualification criteria provided in E-2. Accordingly, the bidder needs to submit **form tech XVI.**

	Furthermore, the Bidder may seek qualification based on financial capability of its parent and / or associate(s) for the purpose of meeting the qualification criteria.	
D-2	The Bidder should meet: (a) The Minimum Average Annual Turnover (MAAT) 50 Cr of the last 3 Financial Years. In case of consortium, the collective MAAT will be considered only of members holding more than 26% shareholding. The Bidder is required to fill the declaration as per Tech –IV of bidding Forms. [The annual turnover of any bidder will include realization out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Govt. of India as per the audited financial statement of the Bidder(s).] and (b) The net worth of the Bidder should not be negative as on the last date of the preceding financial year. In case of consortium, this condition is to be filled by all the members individually. And (c) The net worth should not have eroded by more than 30% (thirty percent) in the last three years. In case of consortium, this condition is to be filled by all the members individually. [Net Worth means sum total of the paid-up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and in tangible assets.]	**For MAAT:** Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. The financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria). **For Net worth:** Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years. In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the Net worth of the previous year to meet the Financial Qualification Criteria. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement.
E-2	The Minimum net worth of the bidder at the close of the preceding financial year shall not be less than 17 cr. In case of consortium the collective net worth will be considered only of members holing more than 26% shareholding. The bidder is required fill the declaration as per form Tech -IV Furthermore, the net worth of each of the members must be positive [Net Worth means sum total of the paid-up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of	**For Net worth:** Annual Report (audited balance sheet and profit & loss account of the relevant period of the Bidder/ Consortium members. In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the Net worth of the previous year to meet the Financial Qualification Criteria. Annual Report (audited balance sheet and profit & loss account) of the relevant

	accumulated losses (including debit balance in profit and loss account for current year) and in tangible assets.]	period. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement

2.2.2 Selected Bidder(s) shall continue to maintain compliance with the Eligibility and Qualification Requirements specified herein till the achievement of COD (as specified in the Concession Agreement). Failure to comply with the aforesaid requirements shall make the Concession Agreement liable for termination after its signing.

The Bidder shall also furnish documentary evidence/ declaration regarding financial re-structuring of the company, if any, such as change of name, merger, or demerger shall also be supported by statutory filings/ in- principal approval/ final approvals from relevant authorities, and not only by a board resolution, to ensure authenticity and continuity of eligibility credentials. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.
In case of partnership, ITR along with management signed accounts to be submitted, if audit is not required.
In case of Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.

2.2.3 For each Concession Agreement signed with the Authority, the Buses can only be supplied by one unique individual OEM. In the case of OEM route (i.e. D1& D2 route), the bidder is not allowed to change the OEM after final submission of the bid. However, in the case of Infrastructure route (i.e. E1& E2 route), the Selected Bidder shall inform in writing to JCTSL the name of the OEM that will supply Buses (provided the OEM meets the technical qualification criteria as per the RfP) to the Authority within 15 days from the receipt of the LOA.

2.2.4 In case the Bidder or Member of the consortium uses the technical and financial capability of its Parent/ Associate for the purpose of meeting the qualification criteria, then a certificate by the Statutory Auditor clearly explaining how the Parent/ Associate firm meets the above definition of the Parent/ Associate under the RfP shall be submitted by the Bidder

2.2.5 For the purpose of E-1 & E-2 Route- Eligible projects shall mean Infrastructure projects defined according to Dept. of Economic Affair (GoI) vide F.No. 13/6/2009- INF dated 7, October 2013 "Harmonised Master list of Infrastructure sab-Sectors" Notified by Ministry of Finance, and as amended from time to time. Additionally, for the purpose of this RFP, Eligible projects will also include commercial vehicle (Minimum 4 wheels) operation.

Further Qualifications Criteria for Electric Bus Maintenance: -

i. Bidder must be registered for EPF and ESI. If the Bidder is not registered for EPF and

ESI, then he must give an undertaking that he will get registered himself for EPF and ESI before commercial operation of the project.

ii. The capacity of the electric battery fitted with the electric bus must be able for minimum 100 kilometer running by one time charging.

iii. On board the battery should be able to be charged within 4 hours to full capacity.

Documentary evidences:

- Copies of registration certificates for EPF and ESI contribution. If the Bidder is not registered for EPF and ESI, then he must give undertaking as mentioned.
- Certificate regarding capacity of charging of electric buses for running minimum 100 kilometer running in one day.
- Certificate regarding full charging period of the battery.

2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Section-IV-Bidding Form, complete with its Annexes, the following: -

(i) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments received, during at least one year in last five preceding years from the Bid Due Date in respect of Net Cash Accruals. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor; and

(ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.4 The Bidder should submit a Power of Attorney as per the format at Section-IV – Bidding Forms, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Section-IV – Bidding Forms.

2.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle (SPV), incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, 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).

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the 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 26% (twenty six per 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 Section-IV – Bidding Forms, signed by all the other members of the Consortium;

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

(e) an individual Bidder cannot at the same time be member of a Consortium applying for Bidding. Further, a member of a particular Consortium cannot be member of any other Consortium applying for bidding;

(f) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Section –IV – Bidding Forms (the "Joint Bidding Agreement"), for the purpose of making the Bid. The Joint 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 Bidding Document, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake 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 subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV;

   (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

   (h) Except as provided under this Bidding Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.6 The Bidder including any JV/Consortium Member or Associate should, in the last 3 (three) years, 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 against the Bidder, JV/Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, JV/Consortium Member or Associate. An Affidavit in this regard shall have to be submitted by the Bidder.

2.7 One of the partners of JV/Consortium must be manufacturer of Electric Buses and must have 26% (twenty six per cent) or more of the aggregate issued, subscribed and paid up equity share capital.

2.8 The applications for qualification shall be evaluated on each of the Qualification Criteria narrated in part-A of this section.

2.9 The Qualification Criteria narrated are minimum which are required for eligibility of an applicant for consideration of qualification.

B. Evaluation Criteria for Bidders

1. In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of electric buses in Rupees per Kilometer. The daily assured kms are 130 KM and period of Concession Agreement is 12 years.

2. While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, electricity, drivers, management of fleet, charging infrastructure, replacement of batteries, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer as Gross Cost Contract (GCC) Rate.

3. The successful bidder will be one who quotes minimum per kilometer GCC rate. The selection method is Least Cost Based Selection (LCBS or L1). L-1 shall be calculated on total price of all the items. No item wise L-1 shall be calculated. However, procurement entity reserves the right for negotiation on each item as well.

4. If two or more bidders quote the same per kilometer rates in their financial bids, then negotiations will be conducted with each of them separately and the bidder quoting the minimum negotiated rate will be the successful bidder. If even after negotiations two or more bidders quote same rate of per kilometer, then selection of successful bidder will be done by considering experience of the regarding operation and maintenance.

SECTION-IV

BIDDING FORMS

Form Tech - I

Bid Submission Sheet

Managing Director,
Jaipur City Transport Services Limited,
Jaipur

Sub: Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.

Dear Sir,

With reference to your RFP document dated ...... I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in subsequent Forms Tech II to Forms Tech XV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true.

2. This statement is made for the express purpose of qualifying as a Bidder for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates 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.

5. I/ We declare that:
   (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
   (b) I/ We do not have any conflict of interest in accordance with RFP document;

   (c) I/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 etc. as detailed in The Rajasthan Transparency in Public Procurement Act, 2012 (RTPP Act) and The Rajasthan Transparency in Public Procurement Rules, 2013 (RTPP Rules) and the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of RTPP Act and RTPP Rules and this RFP document, 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 have complied with and shall continue to comply with the provisions of the Code of Integrity as prescribed by RTPP Act and RTPP Rules and the RFP document in submission of our Bid and execution of the contract.

6. I/We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project without assigning any reason whatsoever and without incurring any liability to the Bidders.

7. I/We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the qualification requirements as specified in the RFP document and am/are qualified to submit the Bid.

8. I/We declare that we/any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for the Project.

9. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court 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.

10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.

11. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

12. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not debarred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOOT or otherwise), and no bar subsists as on the date of Application.

13. I/ 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 provisions of this RFP, we shall intimate the Authority of the same immediately.

14. The Statement of Legal Capacity as per format provided in these bidding forms

of the RFP document, and duly signed, is enclosed. The power of attorney for signing of the Bid and the power of attorney for Lead Member of consortium, as per format provided in these bidding forms of the RFP document, are also enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

16. I/ We hereby confirm that we shall comply with the Operation and Maintenance requirements as specified in RFP document.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

19. If our Bid is accepted, we commit to submit a Performance Security of the amount mentioned in the Bidding Document or, if applicable shall submit the Performance Security Declaration for the due performance of the Contract;

20. I/ We, including our JV/Consortium Partners, have nationalities of India;

21. We are not participating, as Bidder in more than one Bid for this project in this bidding process;

22. We declare that we did not have any previous transgression with any entity in India or any other country during the last three years or were debarred by any other procuring entity.

23. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement;

24. We agree to permit JCTSL or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the
Authorized Signatory)

Place: Name and seal of the Bidder/ Lead
Member

Form Tech - II

Particulars of the Bidder

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:

5. In case of a JV/Consortium:
   (a) The information above (1-4) should be provided for all the Members of the JV/Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in RFP document should be attached to the Bid.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl	Name of Member	Role	Percentage of equity in the Consortium
1			
2			
3			

6. The following information shall also be provided for the Bidder, including each

Member of the Consortium:

Name of Bidder/ member of Consortium:

Sr.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been debarred by the [Central/ State] Government, orany entity controlled by it,		
2.	If the answer to 1 is yes, does the debarment subsist as on the date of		
3.	Has the Bid/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Yours faithfully,

Date: (Signature, name and designation of the
Authorized Signatory)

Place: Name and seal of the Bidder/ Lead
Member

Form Tech - III

Experience of Manufacture and Delivery of Buses

Name of Bidder (Manufacturer) :

Year of Manufacture	No. of Electric Buses manufactured	No. of Electric buses delivered	Documentary Evidence Attached
2022-23			
2023-24			
2024-25			
Total			

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

Form Tech - IV
Financial Capacity of the Bidder
(Rupees in Crore)

Applicant type	**FINANCIAL YEAR**						**Net Worth**
(1)	**FY 2022-23**		**FY 2023-24**		**FY 2024-25**		FY 2024-25
	Cash Accruals	Turn Over	Cash Accruals	Turn over	Cash Accruals	Turn over	
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Name & address of Bidder's Bankers:

Date: (Signature, name and designation of the Authorized Signatory)
Place: Name and seal of the Applicant/ Lead Member

Notes:

1. For conversion of other currencies into rupees, the selling rate of that currency declared by the RBI on date of issue of RFP by JCTSL shall be taken.
2. A Bidder consisting of a single entity should fill in details as per the row titled Single entity and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity may be ignored.

Instructions:

1. The Bidder its constituent JV/Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 03 (three) years preceding the Bid Due Date. The financial statements shall:

(a) reflect the financial situation of the Bidder or JV/Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;

(b) be audited by a statutory auditor;

(c) be complete, including all notes to the financial statements; and

(d) correspond to accounting periods already completed and audited.

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with the Bidding Forms.

5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP document.

Form Tech – V-A

Details of Eligible Projects (for E1, E2 Route)

Item	Particulars of the Project
Title & nature of the project	
Category	
Year-wise (a) payments received/ made for construction, (b) payments made for development of Eligible Projects and/ or (c) revenues appropriated	
Entity for which the project was constructed/ developed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	

Signature of Authorized Signatory of Bidder/Member of Consortium

Form Tech – V-B

FORMAT FOR TECHNICAL QUALIFICATION CRITERIA (For E-1 & E-2 Route)

Applicant type #	Name of the Eligible Project	Experience[¥] (Equivalent Rs. Crore)[$$]			Total
		Payments made/ received for construction of Eligible Projects	Payments made for development of Eligible Projects	Revenues appropriated from Eligible Projects	
Single Bidder/Lead Member					
Consortium Member 1					

(Signature and Stamp of statutory Auditors of Bidder / each Member of Consortium)

Name : ....

Date : ....

Place : ....

Note:

Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate. Further, kindly note that any project used for a Bid may not be used again for any other separate Bid.

 # An Applicant consisting of a single entity should fill in details as per the row titled Single Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the relevant rows are to be used. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate is to be provided. Add more rows if necessary.

Form Tech –VI

Bid Security (Bank Guarantee Unconditional)

Form of Bid Security

[Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director, Jaipur City Transport Services Limited, Jaipur

Date: [insert date]

BID GUARANTEE No.:*[insert number]*

We have been informed that ***[insert name of the Bidder]*** (here in after called "the Bidder") has submitted to you its bid dated ***[insert date]*** (here in after called "the Bid") for the execution of ***[insert name of contract]*** under Notice Inviting Bids No. ***[Insert NIB number]*** ("The NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- ***[insert amount in figures] [insert amount in words]*** upon receipt by us of your first demand in writing, accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Request For Proposal (herein after "the RFP"); or

(b) having been notified duringthe period of bid validity specified in the RFP,about the acceptance of its Bid by you,

(i) failed or refused to execute the Contract Agreement within the time period specified in the RFP, or

(ii) failed or refused to furnish the performance security,inaccordance with the Instructions to Bidders(herein after "the ITB") within the time period specified in the RFP, or

(c) has not accepted the correction of arithmetical errors in accordance with the ITB; or

(d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

The payment against this guarantee shall be made by us to you without questioning your demand or without referring it to the Bidder.

This guarantee will expire:

(a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and

(b)if the Bidder is not the successful Bidder,upon the earlier of

(i)our receipt of a copy of your notification to the Bidder of the name of the successful Bidder and his having executed the contract agreement and furnishing of performance security;or

(ii)thirty days after the expiration of the validity of the Bidder's bid

Consequently,any demand for payment under this guarantee should be received by us at the office on or before that date.

Signed: ____________________

[insert signature of person whose name and capacity are shown]

Name: ____________________

[insert complete name of person signing the Bid Security]

In the capacity of: ____________________

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of____________________

[insert name of the Bank]
Dated on day of ,
[insert date of signing]
Bank's Seal ____
[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security may be in the name of all partners to the Joint Venture that submits the bid or any one partner.]

Form Tech –VII

Bid Securing Declaration
(If applicable)

Form of Bid Securing Declaration
(To be issued on Non Judicial Stamp Paper of Rs.100)

Date: ***[insert date (as day, month and year)]***
Bid No.: ***[insert number of bidding process]***
Managing Director,
Jaipur City Transport Services Limited,
Jaipur

We, the undersigned, declare that:
We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
We accept that we will automatically be suspended from being eligible for bidding in any contract with you, ***[insert designation of the Procuring Entity]***, for the period of time of ***[insert number of months or years, as required by the Procuring Entity]*** starting on ***[insert date]***, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Request for Proposal (hereinafter "the RFP"); or

(b) having been notified during the period of bid validity specified in the RFP, about the acceptance of our Bid by you,

  (i) fail or refuse to execute the Contract Agreement within the time period specified in the RFP,

  (ii) fail or refuse to furnish the performance security/ performance security declaration, as the case may be, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the RFP,

(c) not accept the correction of arithmetical errors in accordance with the ITB; or

(d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder and his having executed the contract agreement and furnishing of performance security; or (ii) thirty days after the expiration of our Bid.

Signed: ______________________________
[insert signature of person whose name and capacity are shown]
Name: ______________________________
[insert complete name of person signing the Bid-Securing Declaration]
In the capacity of: ______________________________
[insert legal capacity of person signing the Bid-Securing Declaration]
Duly authorized to sign the bid for and on behalf of: ______________
[insert complete name and address of the Bidder]
Dated on …….. day of ,

[insert date of signing]
Corporate Seal ______________________________
[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners or Lead Member of the Joint Venture that submits the bid.]

Form Tech – VIII

Declaration by the Bidder under Section 7 and 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to Managing Director, Jaipur City Transport Services Limited, Jaipur for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop- off Basis in Jaipur, Jodhpur and Udaipur Cities Project in response to their Notice Inviting Bids No.............. Dated .... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. We declare that we did not have any previous transgression with any entity in India or any other country during the last three years or were debarred by any other procuring entity.

Date:
Place:

Signature of Bidder
Name:
Designation:
Address:

Form Tech –IX

Format for seeking clarifications

Name of the Bidder:
Address:
Telephone Nos.:
Fax No:
Mobile No:
Email ID:

S. No	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the RFP Document	Particulars of the query/ clarification	Remarks by JCTSL
1				
2				
3				
4				

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to JCTSL within 15Days from the date of issue of RFP. The Bidder should send the queries through official e-mail IDs only.]

Form Tech –X

Statement of Legal Capacity

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

Ref. Date:

To,
Managing Director,
Jaipur City Transport Services Limited,
Jaipur

Dear Sir,

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

We have agreed that …………………… (insert member's name) will act as the Lead Member of our JV/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 Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……………………………..

Form Tech –XI

Power of Attorney for signing of the Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We.. (name of the firm 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 pre-qualification and submission of our bid for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities Project proposed by the Jaipur City Transport Services Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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 Concession 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 .... 2.....

For

....

(Signature, name, designation and address)

Witnesses:

(Notarised)

1.

2.

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 executants (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 Applicant.*

Form Tech –XII

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the Managing Director, Jaipur City Transport Services Limited, Jaipur ("the Authority") has invited Bids from interested parties for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop on Hop off Basis in Jaipur, Jodhpur and Udaipur Cities Project (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 (RFP) 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, M/s………………………………. having our registered office at ………………………………., M/s. ………………………………. having our registered office at ……………………………, M/s……………………………… having our registered office at ……………………………., and …………………….. having our registered office at ……………………………….., (hereinafter collectively referred to as the "Principals") 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"). We 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 concession/contract, during the execution of the Projectand in this regard, to do on our behalf and on behalf of the Consortium, all or any ofsuch 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, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent toacceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, 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 Concession 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 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 HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS................ DAY OF......................20

For ....
(Signature)

....
(Name & Title)

For ....
(Signature)

....
(Name & Title)

For ....
(Signature)

....
(Name & Title)

Witnesses:
1.

2.

....

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

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.
- Also, 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 Applicant.

Form Tech –XIII

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. .... Limited, a company incorporated under the Companies Act, 1956/2013¥ 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. .... Limited, a company incorporated under the Companies Act, 1956/2013 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. {........... Limited, a company incorporated under the Companies Act, 1956/2013 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 and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) Jaipur City Transport Services Limited, Jaipur established under the Companies Act, 1956, represented by its Managing Director and having its principal offices at IInd Floor, Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**") by its Request for Proposal No. .... dated .... (the "**RFP**") for Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in Jaipur, Jodhpur and Udaipur Cities (GCC) (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 document in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREEDas 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. JV/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 or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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 Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be the .... Member of the Consortium; and

(c) Party of the Third Part shall be the .... Member of the Consortium.

5. Joint and Several Liability

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 Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

SecondParty:

Third Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, 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 authorized 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:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) 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

(v) 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 Associates 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 fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession 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 qualified or upon return of the Bid Security by the Authority 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) (Name)	(Signature) (Name)

(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART

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

In the presence of:
1. 2.

Notes:
1. 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.
2. 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 Tech –XIV

TECHNICAL DETAILS OF THE ELECTRIC BUSES OFFERED IN THE BID

AND

DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN RFP

A. Technical Details of the Electric Buses Offered in the Bid

[Give data of Technical details of the Electric Bus offered. May attach literature, photographs etc.]

B. DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN THE RFP

Section and specification No.	Specification as per RFP	Specification of the product as quoted by the Bidder	Impact of Deviation

It is certified that, there is no deviation in the technical specification other than those quoted above in the product offered by us.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.................................

Form Tech –XV

Certificate regarding 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.

Form Tech XVI

DECLARATION FOR THE ROUTE BY THE BIDDER

(to be submitted on the letterhead of the Bidder)

RfP Ref : ....

Description: "For Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 50 Double Decker AC Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) on Hop-on-Hop-off basis in Jaipur, Jodhpur & Udaipur.

To,
Managing Director,
Jaipur City Transport Services Limited
2nd Floor, Old Working Women Hostel,
Behind Nehru Place, Lal Kothi,
Tonk Road, Jaipur 302015.
Office Ph. 0141-2744562.
Email – jctsl.bus@gmail.com.

Subject: Declaration for the route by bidder in the Tender

With reference to RfP Ref:__, I/we hereby declare that I/we, have opted the route (D-1 and D-2) or (E-1 and E-2) as per clause 2.2 of RFP for the above-referred Tender.

Signature of Bidder with stamp &

Address

Note:

1. The bidder must mandatorily submit the declaration as above.
2. The bid shall be evaluated based on this declaration only. It is the responsibility of the bidder to check the correctness of the declaration form vis-à-vis submitted price bid.

FINANCIAL BID

[The Financial Bid is to be submitted online in Excel Sheet provided on e-procurement portal in cover assigned for Financial Bid only and nowhere else. If a Financial Bid is given in Technical Bid's cover, the entire Bid submitted by the Bidder shall be cancelled forthwith.]

1. In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of electric buses in Rupees Per Kilometer. The Daily assured kms are 130 for Concession Period of 12 years.

3. While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, electricity, drivers, management of fleet, charging infrastructure, replacement of batteries, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer as Gross Cost Contract (GCC) Rate.

4. The successful bidder will be one who quotes minimum per kilometer GCC rate. If two or more bidders quote the same per kilometer rates in their financial bids, then negotiations will be conducted with each of them separately and the bidder quoting the minimum negotiated rate will be the successful bidder. Even after negotiations two or more bidders quote same per kilometer rate then selection of successful bidder will be done by considering experience of the bidder regarding operation and maintenance.

5. **BOQ as provided on e procurement Portal**

SECTION-V

JCTSL's REQUIREMENTS AND SPECIFICATIONS

The Project shall include following components: -

A. Supply of buses conforming to the Specifications and Standards set forth in this Section-V.

B. Setting up and development of the Maintenance Depots.

C. Operation, Maintenance and Monitoring of operation of electric buses. Conductors will be provided by the Authority and the expenses on their salaries etc. will be borne by the Authority.

D. The Operator shall at all times ensure that the Availability of the Buses during each month of the Contract Period is equal to 95%" ("**Guaranteed Availability**") to ensure operator may maintain requisite number of spare buses from the date of Lot COD for each Lot as per delivery schedule.

Specifications of Electric buses and Charging stations

GENERAL DESIGN: The bus shall be designed and manufactured in accordance with the specifications as per urban bus specification–II April 2013 and addendum issued on 7th Nov. 2013 by MoUD, GOI, copy is available on MoUD website www.moud.gov.in, and 'Code of Practice for Bus Body Design and Approval' of AIS 052 standards, prevailing Central Motor Vehicle Rules, State MV Rules and Urban Bus Specifications issued by Ministry of Urban Development. The bus design shall have type approvals from ARAI Pune and State Transport Authority. The bus shall be designed to carry passengers with ease of boarding and alighting especially for ladies, children, senior citizens and physically challenged persons.

EMMISSION STANDARDS: The Bus shall be energy efficient, environment friendly, commuter friendly, safe and secure for mass transportation of passengers with exhaust emissions as applicable for Pure Electric Bus.

The buses shall be pure electric air-conditioned buses. They shall be operated on electrically charged batteries. If any further standards as imposed by law become applicable, then improved standards as applicable on the date of manufacture shall apply. To ensure compliance type approval certificate from approved test agency under CMVR shall be necessary for the complete bus.

Some important features in the specification of the buses required by JCTSL shall be as under: -

Technical specification of Double Decker Electric AC Bus Complaint with the requirements of CMVR, *AIS:139, AIS:052, AIS:153 & AIS:140

Sr. No	Description	Technical Specification
1	Propulsion system	Electric mode
2	Type of Battery (In case of Electric mode)	Li-ion or Li-ion Phosphate Battery or Li NMC or superior.
	Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity	Maximum Thirty Minutes Power (kW) It should be sufficient to provide requirements of Power, acceleration, maximum speed, and rated performance as per UBS II. i) No Motors/ batteries as per the Bus Manufacturer's design. ii) Electrical Regeneration required. iii) Charging mode: AC or DC charging required. OFF board or ON board charging required. iv) Charging time: 3 - 4 hours. v) Safety: • Short circuit/over temperature/lightening protecti mandatory • Safety requirement for Electric buses shall meet a per AIS 038 (CMVR) latest vi) CMVR certification mandatory It should be waterproof & flame proof as per applicable standard code.
3.1	Battery cooling system	Efficient and robust battery cooling system calling for minimal maintenance
3.2	Battery life (No. of charging cycles)	Batteries to last for 5 to 7 years / 3000 cycles minimum
3.3	Battery Charging System	CCS2
3.4	Electric drive motor/s	Optimal rating, type, make, model of electric drive motor requiring minimum maintenance
3.5	Electric Propulsion System	Electric propulsion system motor rating/power sufficient to provide:
A	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be 75±5 kmph (without speed limiter) at GVW load, air conditioning and other subsystem operational
B	Acceleration (meter/sec^2)	As per AIS: 153
C	Maximum speed	As per CMVR
D	Minimum Operation Range per bus per day	Min. Operation Range in single charge: 100 kms
E	Grade ability from stop at GVW	18%

F	Rated HP/torque preferably at lower rpm range	Maximum torque required at lower range of RPM and spread over a wider range of RPM. Sufficient torque to meet the acceleration, gradability, A and range requirement
G	Pass by noise norms	As per CMVR
H	Electric propulsion system	SOC with Vehicle Health Monitoring System. (Battery health + regenerative brake charging)
I	Electric propulsion system operational requirements	Electric propulsion system should be able to operate efficiently at ambient temperatures / environmental conditions of urban and suburban areas.
J	Electric propulsion system / subsystem's location	Optional/ preferably Battery location below floor. Manufacturer may decide the location
3.6	Transmission	As per OE design
4	Operational safety	Not applicable.
5.1	Rear axle	OE design
5.2	Front axle	OE design
6	Steering system	As per CMVR
7	Suspension system	
7.1	Front	As per CMVR
7.2	Rear	As per CMVR
7.3	Anti-roll bars/stabilizers	Required at front and rear
7.4	Shock absorbers	Hydraulic double acting 2/4 at front & 2/4 at rear
7.5	Kneeling (mm) applicable in case Of air suspension (required only for 400 mm floor height buses)	Not applicable
7.6	Controls (optional)	Electronically/Mechanically controlled air suspension system
8	Braking system	As per CMVR
8.1	Anti-skid anti-brake locking system (ABS)	As per CMVR
8.2	Electronic controls	Required
9	Electrical system	24-volt DC
9.1	Low Voltage Auxiliary Batteries	Low Voltage auxiliary batteries Low maintenance type leads acid batteries for 24 V & Min 100Ah system-performances as per BIS: 14257-1995 (latest). 2X12V c commensurate capacity. Low Maintenance batteries.
9.2	Electrical wiring & controls -type	Multiplexing type -- As specified separately under ITS specifications and conforming to IP 65/67. As per UBS II

10	Speed limiting device	Mandatory as per CMVR.
11	Tyres	As per CMVR
12	Operating Range in Single Charge	80 % SOC with GVW Trial run to be carried out
13	Bus characteristics	
13.1	Bus dimensions' mm	
A	Overall length (excluding bumper)	9.0 m to 10.5 m
B	Overall width (sole bar/floor level-extreme points)	Maximum 2600 mm
C	Overall height (unladen - at extreme point)	As per CMVR
D	Wheel-base	4800-6000 mm
1	Front Overhang	As per OEM design
2	Rear Overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)	900 mm
13.4	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 130 mm
B	Wheel area clearance (mm)	As per OEM Design
C	Minimum ground clearance (unkneeled) at GVW	Within the wheelbase not less than 240 mm.
13.5	Angles (degrees)	
A	Angle of approach (unladen)	Not less than 8.5° or as per CMVR / AIS 052
B	Angle of departure (unladen)	Not less than 9.0° or as per CMVR / AIS 052
C	Ramp over angle (half of break- over angle)	Not less than 4.8° or as per CMVR / AIS 052
14	Bus Gates/Doors	
14.1	Type of doors	As per AIS:139
A	Operating mechanism	Electro pneumatically controlled
B	Opening/Closing time in seconds per operation (maximum)	4
C	Positions of door controls	On dashboard and also inside & outside of doors as per AIS 052.
D	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors	
A	Minimum door aperture (without flaps) in	AIS:052+ AIS:153+AIS:139

	mm	
B	Minimum clear door width (fully opened) in mm	550 ± 50
C	Minimum door height in mm	As per AIS:139
D	Positioning front service gate	Ahead of the front axle
E	Number of gates	1
14.3	Rear service doors	
14.3.1	Rear service doors location	Behind rear axle
14.3.2	Rear service doors	
A	Minimum door aperture (without flaps) in mm	As per AIS 052
B	Minimum clear door width (fully opened) in mm	As per AIS 052
C	Minimum Door height in mm	1900 or as per AIS 052
D	Positioning rear door	Behind rear axle
E	Number of gates	1
14.4	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400 mm or as per AIS 052
14.5	Maximum height (mm) of other steps (where required)	
A	if door ahead of rear axle	250 mm (applicable only for 900 mm floor ht. buses) or as per AIS 052
B	if door behind rear axle	250 mm or as per AIS 052
14.6	Ramp for wheel chair at the gates	
A	Dimensions	Not required
B	Material	
C	Load carrying capacity (in kilograms)	
D	Device to prevent the wheel chair roll off the sides when the length exceeds 1200mm	
E	Device to lock wrapped up ramp	
F	Kneel ramp control: (applicable in reference of clause 7.3)	
G	Requirement for passengers with limited mobility	
1	Wheel chair anchoring – minimum for one- wheel chair	
2	Priority seats - minimum 2 seats	Required, location as per CMVR requirement
H	Emergency doors/exits or apertures (Numbers)	As per AIS:139 As per AIS:139

	Dimensions in mm	As per AIS:139
	Intercommunication staircase	As per AIS:139
I	Door closing requirements for bus movement -	Bus could move only after door closing completed
1	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while	As per AIS 052
	Closing	
2	Door components	As per AIS 052
3	Door locks/locking systems/door retention items	As per AIS 052
4	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per CMVR + Annexure 3 of UBS II + AIS:052 + AIS:153 +AIS:139.
15.2	Bus structure – materials specifications etc.	Broad specification, design and material will be as per OE design approved as per CMVR + Annexure 3 of UBS II + AIS:052 + AIS:153 + AIS:139 however major desirable structure material may be utilised for bus body should be GI tube, Metal Sheet, Glass etc.
15.3	Insulation	FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocole As per AIS:052.
B	Battery pack compartment	
15.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052 requirements.
B	Steps on floor	As per AIS:052 requirements.
C	Maximum floor slope	As per Bus AIS:052
D	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513 (Part-3) : type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002) or Chequered Plywood 12mm thick
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy
15.5	Safety glasses and fittings:	

A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS-II)
B	Rear windscreen glass	Single piece flat/curved toughened glass plain/flat/curved at centre &curved at corners – IS 2553 (Part 2) – 1992/Latest. OR Single piece flat / curved pasted glasses
C	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest OR Single piece flat/curved pasted glass
D	Glass specifications	Toughened glass IS2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
E	Window & other glasses – material specs, thickness etc.	Toughened as per IS:2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness
F	Safety glass	As per CMVR
G	Rear view mirrors	As per CMVR
15.6	Seating and gangway etc.	
15.6.1	Passenger seating for ordinary type-1 buses	As per AIS 052
A	Seat layout in the lower deck	2x2
B	Seat layout in the upper deck	2x2
C	Seat area/seat space per Passenger (width*depth) mm	400X350
D	Seat pitch - minimum (mm)	As per AIS 052
E	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height mm	As per AIS 052
F	Torso angle (degrees)	As per type approval certificate.
G	Seat materials	As per AIS:023, Seats with cushion at seat
H	Seat frame structure material where required:	As per AIS: 052 & AIS 139. Frame structure of ERW steel tube, seat tops shall have arrangement of fastening of lower end of vertical stanchions.
I	Free height over seating position (mm)	More than 900 as per AIS:052
	Seat base height:	As per AIS 052
J	Clearance space for seated Passenger facing partition (mm)	As per CMVR
K	Seat back/Pad material/Thickness:	Polyurethane Foam IS: 15061:2002

	Type:	MDI Moulded IS: 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1.0 mm thickness
L	Area for seated passengers (sq. mm.) type IV	400X350
M	Area for standee passengers (sq.mm.):	As per AIS 052
N	Number of seats	60 seats (min) + driver
O	Number of standees	Standees allowed at Lower deck only As per AIS :139
P	Headrest	Not required
Q	Seats side facing location	As per AIS;139
R	Seat arm	Seats opposite to service door and above wheel arches.
S	Individual seat row fans	Not required
T	Seat back rest	Fixed
U	Seat belts & their anchorage	As per CMVR
V	Performance & strength requirements of:	Required
I	Driver seat	As per AIS 023
Ii	Passenger seats	As per AIS 023
15.6.2	Gangway:	
A	Minimum interior height (Centre line of gangway)	As per AIS 139
B	Gangway width (mm)	Minimum 600 mm, will be measured from seat edge to seat edge.
C	Driver's work area	As per AIS 052
D	Driver's seat	As per AIS 023
16	Electrical system	As per CMVR & as per AIS 153 or BIS marked, copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. conductor x- sec varying as per circuit requirements, minimum cross- section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards conforming to IP 67 Water & air tight for traction battery. For bus body building, multiplex wiring/ISO 6722.
16.1	Safety requirements of electrical	
A	Fuse	As per AIS 052
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052
C	Location of cables away from heat sources	As per AIS 052

D	Type approval of circuit diagram as per standards related to electric equipment's/wiring	As per AIS 052
E	Battery cut - off switch (isolator switch):	2 nos required (electronic 1 no + 1no Manual)
16.2	Wind screen wiper:	As per CMVR: IS 15802
A	Wiper motor:	
B	Wiper arm/blade:	
16.3	Driver cabin fan	Required
16.4	Lighting - internal & external and Illumination	As per AIS 052 and AIS 153 + 139
16.5	Illumination requirements/performance of:	
A	Dash board tell-tale lighting/control lighting	As per AIS 052
B	Cabin lighting - luminous flux of all lamps for cabin Lighting	As per AIS 052 and AIS 153
C	Passenger area lighting - luminous flux of all lamps for Passenger area Lighting	As per AIS 052 and AIS 153
17	ITS on bus	• Compliance to AIS 140 • Passenger Information system (PIS) consisting of three route/destination LED external display boards sizes as per AIS052. Passenger announcement system as per AIS052.
		• Security Camera Network (SCN) with two cameras in each deck & one reverse camera with 48 hrs recording. • VTS/Panic button system as per AIS140 • Panic button shall be as per AIS 140
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	As per CMVR
18.2	Fire extinguisher:	FDAS as per AIS:135 Amendment no 3 applicable for electric buses.
18.3	First aid box:	1 number, as per provision of CMVR
18.4	Handrails minimum length*diameter*height above floor in mm	Brushed SS tubes without sleeves 32.5 mm outer dia with 2mm thick. Rest as per AIS 052.

18.5	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. Rest as per AIS 052
18.6	Stanchions:	Stainless steel tubing 32 mm. dia. Stanchions bottom shall be of fastening on top / bottom of seat frames
18.7	Bells for Passenger convenience	High visibility bell pushes shall be fitted at a height of 1.2meter on all alternate stanchions or NSR switches on Window Pillars or 1.2meter on AC Ducts or on alternate pillars. These would assist PwDs
18.8	Window guardrails:	NA
18.9	Entrance/Exit guard/Step well guard:	800 mm minimum height extending ≥ 100mm more than centre line of sitting position of the Passenger.
18.10	Emergency exit doors, warning devices etc.:	As per AIS:139
18.11	Front/Rear door, step well lights, door open sign	As per AIS 052
18.12	Mirrors right/left side exterior/interior:	As per AIS: 001 & 002. Interior with double curvature or Interior Cameras in place of Mirrors
18.13	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 – ring type or D-Shackle type. Towing device front required
18.14	Warning triangle	As per CMVR
18.15	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system. FRP As per CMVR and AIS 052.
	Impact strength for bumpers	NA
19	Miscellaneous items/requirements	
19.1	Windows	
A	Type of window	Windows are pasted / as per AIS 052 (AC)
B	Minimum height of window aperture in mm	≥ 950
C	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
D	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Life cycle requirements of bus	10 years or 8,00,000 km (whichever is earlier)/ OEM to ensure
20	Maximum noise levels inside the saloon - test procedure as per AIS 020	As per requirement of AIS:153

21	Air conditioning system – Test procedure for type approval	As per UBS II
21.1	Specification	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
21.2	Target result	a) 20 to 25°C inside the bus(up to 42°C) b) Temperature of 20 to 25°C inside the bus (> 42°C of saloon temperature) c) Minimum average air velocity at air vent is 4.5 m/s.
21.3	Apparatus	Lab condition and heating chamber
21.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm 3. Up to 42°C: 2. pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level
22	Air circulations and ventilation in driver's area	Blower motor/fan to be provided in driver cabin.
		Drivers work area to be provided with blower or suitable device/fan to ensure proper ventilation. These devices may be capable of 1 – speed / 3 – speed adjustment
23	Maximum noise levels inside thesaloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	As per the requirement of AIS 153.
24	Paint	Colour scheme as per Authority requirement

**** Technical parameters mentioned in AIS:139 + 052 & 153 are applicable**

NOTES :

1. Manufacturer should provide all elemental specification for each model.
2. Other parameters as per AIS 052 or UBS II are assumed to be met.
3. In view of absence of any prototype/commercial vehicle, above technical specifications are suggestiv in nature. Further, these specifications are subject to final trial of the EV vehicles and success thereof
4. AMC alongwith Charging Stations to be set up/installed.

SECTION-VI

Concession Agreement

for

Selection of Bus Operator for

Procurement, Supply, Operation and Maintenance of

50 Fully Built Pure Electric Double Decker AC Buses and Development of Allied Electr

And Civil Infrastructure on

Gross Cost Contracting (GCC) on Hop-on Hop-off Basis in

Jaipur, Jodhpur and Udaipur Cities

CONTENTS

CONCESSIONAGREEMENT

1. Part I Preliminary

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("**Agreement**") is entered into on this {the ……………………… day of……………………, 2025}[1]

BETWEEN

1 ………………………………………………………, **A Rajasthan Government Enterprises** represented by Managing Director, and having its offices at ………………………………………………, Rajasthan (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant tothe context or meaning thereof, include its administrators, successors and assigns) of One **Part**;

AND

2 ……………………………………………, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office ……………………………………………………………(hereinafter referred to as the "**Operator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other **Part.**

WHEREAS:

(A) The Authority had resolved to procure electric Buses through a supply-cum-maintenance contract which will *inter alia* include setting in accordance with the terms and conditions to be set forth in the supply - cum - maintenance agreement (the "**Agreement**").

(B) The Authority had accordingly invited proposals by its Request for Proposals No. ***** (the "Request for Proposals" or "RFP") for short listing of bidders and had shortlisted certain bidders including, inter alia, the {the selected bidder/ consortium comprising …………………… and……………… (collectively the "Consortium") with …………… as the Lead Member}.

(C) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP") from the bidders shortlisted pursuant to the evaluation of Technical Bids for undertaking the Project.

(D) After evaluation of the bids received, the Authority 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 30 (thirty) 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 Authority 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 Authority 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 Authority has {agreed to the said request of the Selected Bidder and the Operator, and the Parties have accordingly} agreed to enter into this Agreement with the Operator for Supply and Maintenance of Buses and for setting up of the Maintenance Depots at on Procurement, Supply, Operation and Maintenance Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC), subject to and on the terms and conditions set forth hereinafter.

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:

ARTICLE-1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters are 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 a 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 and public holiday) on which banks in [Delhi] are generally open for business;

(l) any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;

(m) any reference to a "**quarter**" shall mean a reference to the period of 3 (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) the words importing singular shall include plural and vice versa;

(q) references to any gender shall include the other and the neutral gender;

(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 incurredas 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 "**reorganization**" ofa 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 corporationcarries on business including the seeking of liquidation, winding-up, reorganization,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, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other documentas 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, authorization, notice, communication, informationor report required under or pursuant to this Agreement from or by any Party shall bevalid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

(w) the Schedules and Recitals to this Agreement form an integral part of this Agreementand will be in full force and effect as though they were expressly set out in the body ofthis 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 specifiedtherein, 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 thesame and are not by way of penalty (the "**Damages**"); 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 2 (two) copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the Party 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 conventions

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; and

(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).

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 the written description on the Drawings and the Specifications and Standards, 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. Part II Scope of the Agreement

ARTICLE-2 : SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

The scope of the Agreement (the "**Scope of the Agreement**") shall mean and include, during the Contract Period:

(a) Designing, manufacturing, procurement and supply of the buses conforming to the Specifications and Standards set forth in Schedule-B (the "**Buses**") and in accordance with the provisions of this Agreement;

(b) Operation and Maintenance of Buses in accordance with the provisions of this Agreement;

(c) Equip, Operate and Maintain the Maintenance Depots on the Depot Sites specified in Schedule-A, in accordance with the provisions of this Agreement.

(d) Development, Operation and Maintenance of allied electric and civil infrastructure of the Charging Infrastructure at the Maintenance Depots for charging of the Buses.

ARTICLE-3: AWARD OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby awards to the Operator the right to design, manufacture, procure, supply, Operate and Maintain the Buses, Install, Operate and Maintain the Charging Infrastructure and Equip, Operate and Maintain the Maintenance Depots (the "**Concession**") for a period commencing on and from the Appointed Date and ending on the date (the "**Contract Period**")

(i) falling 12 (twelve) years for Type-I bus services after the Scheduled COD; or

(ii) on which average utilization of: 10,00,000 km, whichever is earlier, and the Operator hereby accepts the Concession and agrees to implement the same asits obligation 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 Concession hereby granted shall oblige or entitle (as the case may be) the Operator to:

(a) Design, manufacture, procure, and supply the Buses in accordance with Applicable Laws, Applicable Permits, the Specifications and Standards, the Designs and Drawings and the provisions of this Agreement;

(b) Operate and Maintain the Buses in accordance with Applicable Laws, Applicable Permits, Good Industry Practices and the provisions of this Agreement;

(c) Right of Way, access and license in respect of the Depot Sites for performing its Maintenance Obligations in accordance with the provisions of this Agreement;

(d) Undertake the Fit Out Works and Operate and Maintain the Maintenance Depots in accordance with the provisions of this Agreement;

(e) Install, Operate and Maintain the Charging Infrastructure in accordance with the provisions of this Agreement;

(f) Perform and fulfil all of the Operator's obligations under and in accordance with this Agreement;

(g) 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;

(h) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-license or part possession of the Maintenance Depots and the real estate related thereto including the Depot Site, save and except as expressly permitted by this Agreement;

ARTICLE-4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 The Authority and the Operator shall meet the Conditions Precedent as defined in this section after Agreement signing. Save and except as provided in Articles 4, 7, 8, 9, 10, 13.4, 13.6, 16.5, 21, 29, 30, 35, 37, 39 and 42, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the condition's precedent specified in this Clause 4.1 (the "**Conditions Precedent**"). Provided, however, that a Party may grant a 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 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

(a) handed over to the Operator unencumbered and vacant possession and Right of Way to those Maintenance Depots that are required to be handed over prior to the Appointed Date in accordance with the provisions of Clause 10.2.4;

(b) procured all Authority Applicable Permits as specified in Schedule-C;

(c) subject to Clause 4.1.3(a), executed the Escrow Agreement;

(d) subject to Clause 4.1.3(b), executed the Substitution Agreement;

(e) If not already provided as on the date of this Agreement, the Authority shall, within 30 (thirty) days from the date of this Agreement, submit the Deployment Plan to the Operator in accordance with Clause 16.5.

Provided that upon request in writing by the Authority, the Operator may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.2. For the avoidance of doubt, the Operator may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.3 The Conditions Precedent required to be satisfied by the Operator shall be deemed to have been fulfilled when the Operator shall have:

(a) executed the Escrow Agreement;

(b) executed the Substitution Agreement;

(c) delivered to the Authority from the Consortium Members, their respective}[2] confirmation, in original, of the correctness of their representations and warranties set forth in sub-clauses (k), (l) and (m) of Clause 7.1;

(d) procured all the Operator Applicable Permits specified in Schedule-C required for the procurement of the Buses and the Fit-Out Works, unconditionally or if subject to conditions, then, to the extent relevant, comply with all such conditions, such that the Operator Applicable Permits are and shall be kept in full force and effect as may be required under Applicable Laws;

(e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Operator;

(f) delivered to the Authority 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; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s);

(g) complied with its obligations as set out in Clause 13.4 (Prototype);

(h) delivered 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;

(i) executed the Product Warranty Undertaking as specified in Schedule-W;

(j) executed the Comprehensive Maintenance Agreement as specified in Schedule-Z; and

(k) Provide CMVR type- approval, homologation certificate for the Electric Bus (100% battery operated) being supplied under this Agreement from the designated testing center in India.

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 endeavors to satisfy the Conditions Precedent within 16 weeks from the date of this Agreement 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 month on the progress made in satisfying the Conditions Precedent and expected date of complying with all Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

[2] **Drafting Note** – Delete if not applicable.

4.1.6 The Operator shall, upon satisfaction or waiver, as the case may be, of all the respective Conditions Precedent, notify the Authority of the occurrence of the Appointed Date.

4.2 Satisfaction of the Conditions Precedent

(a) Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 16 weeks from the date of this Agreement (the **Scheduled CP Satisfaction Date**).

(b) If any Party fails to satisfy any Condition Precedent that it is required to fulfil by the Scheduled CP Satisfaction Date due to:

(i) a Force Majeure Event;

(ii) a Change in Law;

(iii) in case of the Operator, undue delay by the relevant Government Authority in granting any Operator Applicable Permit, despite the Operator having applied for such Operator Applicable Permit within the specified timelines, on payment of the prescribed fees and having complied with the requirements of Applicable Laws in making such application; or

(iv) delay by the other Party in fulfilling any Condition Precedent required to be satisfied by them or in performing any other obligation under this Agreement, which impacts its ability to satisfy its Conditions Precedent,

Then the Scheduled CP Satisfaction Date for the affected Party shall be extended on aday-for-day basis for the period of such delay.

(c) Each Party shall cooperate and use its reasonable efforts to assist the other Party in satisfying its Conditions Precedent.

4.3 Damages for delay by the Authority

(a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.3 until the dateon which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.

(b) Upon termination of this Agreement pursuant to Clause 4.3 (a), the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination.

4.4 Damages for delay by the Operator

(a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.2.

(b) Upon termination of this Agreement pursuant to Clause 4.4 (a), the Authority shall encash the Performance Security submitted by the Operator.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2, 4.3 and 4.4 and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 400 (four hundred) days of the date of this Agreement or any other mutually extended period agreed by 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 the concurrence of the Operator, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is on account of the Authority failing to fulfil its Conditions Precedent, the Authority shall return the Performance Security submitted by the Operator subject to the Operator having paid in full any amounts due and payable by it to the Authority as on the date of termination. Further, in the event the delay in occurrence of the Appointed Date is on account of the Operator failing to fulfil its Conditions Precedent, the Authority shall encash the Performance Security submitted by the Operator.

ARTICLE-5 : OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

5.1.1 The Operator shall procure the Buses as per the Delivery Schedule provided in Schedule-G hereto for providing the Services in accordance with the Deployment Plan and in accordance with the terms and conditions of this Agreement.

5.1.2 Without affecting the generality of the provisions contained in Clause 5.1.1 above, the Operator shall procure at its cost and expense, all Operator Applicable Permits from Government Instrumentalities including but not limited to the certificate of registration, certification of fitness from the relevant Regional Transport Office (RTO) having jurisdiction over the Project for all Buses and shall Operate and Maintain the Buses in accordance with the terms and conditions of this Agreement.

5.1.3 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the Fit Out Works and Operation and Maintenance of the Maintenance Depots for the maintenance of Buses and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.4 Subject to and on the terms and conditions of this Agreement, the Operator shall, at its own cost and expense, undertake the design, engineering, procurement, installation and Operation and Maintenance of the Charging Infrastructure and shall observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.5 Power supply at 415 V only up to pillar of LT distribution transformer(s) shall be made available by the Authority ("Point of Supply"), the remaining power infrastructure upto the chargers will fall under the scope of Operator. The Operator shall procure, install, operate and maintain adequate metering equipment for the Charging Infrastructure to accurately record throughout the term of this Agreement the electricity consumed for charging the Buses.

5.1.6 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.7 The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van"). This Break Van should be available at the Depot forservicing or towing any Bus that has a breakdown during normal course of operations.

5.1.8 The Operator may maintain requisite number of spare buses to ensure 95% availability of fleet from the date of Lot COD of each Lot as per the Delivery Schedule.

5.1.9 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 withand adhere to Good Industry Practice.

5.1.10 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 the Operator Applicable Permits and any other Applicable Permits other than the Authority Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining renewals or extensions of any Authority Applicable Permits after the Appointed Date;

(c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Buses, Maintenance Depots and Charging Infrastructure;

(d) perform and fulfil its obligations under the Financing Agreements;

(e) 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;

(f) ensure that its Contractors comply with all Operator Applicable Permits and Applicable Laws and Good Industry Practices in the performance by them of any of the Operator's obligations under this Agreement;

(g) bear and pay for all electricity consumed for the purposes of performing the Operator's obligations or exercising its rights under this Agreement, including without limitation, all electricity required for, or in relation to the Fit Out Works, Operation and Maintenance of the Maintenance Depot (including the Charging Infrastructure) and Operation & Maintenance of the Buses (which, for the avoidance of doubt includes any electricity required for charging the Buses), provided that the Operator may claim from the Authority such amounts towards reimbursement of such electricity cost pursuant to Clause 22.5;

(h) 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;

(i) ensure that Users are treated with due courtesy and provided with ready access to services and information;

(j) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(k) 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

(l) vacate and handover peaceful possession of the Maintenance Depots to the Authority upon Termination of this Agreement or expiry of the Contract Period, in accordance with the provisions of this Agreement.

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 any other Project Agreements or any other agreement, and no default under any other Project Agreement or agreement 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 (to which the Authority is not a party) 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 authorized 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 increasing the Total Project Cost, 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, and subject to this Clause 5.2.3, no prior consent of the Authority shall be required for restructuring or rescheduling of the debt of the Operator provided such restructuring or rescheduling does not result in an increase in the Total Project Cost.

5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall notsub-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 shall not unreasonably withhold or delay unless, such sub-lease, sub-license, 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 substitutionwithin 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 subject to the Operator issuing a notice of reminder to the Authority at least 15 (fifteen) days prior to the expiry of the aforesaid 90 (ninety) day period. 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 andundertaking, in a form acceptable to the Authority, from the counter party(ies) of each of theProject Agreements, whereunder such counter party(ies) 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 selectionor contract without prior approval of the Authority. Provided however, that this Clause 5.2.6shall not apply to any subcontracts entered into by the Operator for the provision of any housekeeping or basic office support staff services. For the avoidance of doubt, it is expresslyagreed that approval of the Authority under this Clause 5.2.6 shall be limited to national security and public interest perspective, and the Authority shall endeavor 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.

5.2.7 **Product Warranty by the OEM to the Authority**

In case of Termination of the Agreement, the OEM warranties Product restoration to ensure continuous operation of Buses and other infrastructure provided by the Operator under this Agreement. The Product Warranty Undertaking to be executed by the OEM is at Schedule W.In addition to the Product Warranty, OEM also agrees to execute Comprehensive Maintenance Contract as specified in Schedule Z.

For the purpose of clarity, it is mentioned that a specific distinction between OEM and its Associate/Parent is specifically made. The Agreements referred herein shall be signed by OEM i.e. manufacturing the e-Buses.

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 pursuant to this Clause 5.3.2 hereunder shall be limited to a national security and public interest perspective, and the Authority shall endeavor 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 Selected Bidder (or Lead Member in case of a consortium) or its holding company by another 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

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. Provided that, the Authority shall provide reasonable assistance to the Operator, if required, in relation to applying for any employment/residential visas and work permits in accordance with Clause 6.1.2(l).

5.5 Obligations relating to employment of personnel

5.5.1 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.5.2 The Operator shall observe Equal Opportunity employment practices. Operator shall provide adequate women-friendly facilities at depots for women and other socially disadvantaged groups. The Operator shall submit an annual statement to the Authority in this regard showing the positive actions taken to encourage employment of women, specially-abled and other socially disadvantaged groups and results thereof duly classified by gender, disability and other social disadvantage.

5.5.3 Prior to engaging any driver for operating the Buses, the Operator shall ensure that each such driver receives a combination of classroom instruction and behind-the-wheel instruction, sufficient to enable each driver to operate the Bus in a safe and efficient manner in terms of this Agreement.

5.5.4 The Authority may require the Operator to immediately remove any staff member/ personnel 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 passengers and general public,

in each case, subject to provision of reasonable evidence.

5.5.5 The Operator shall be solely and exclusively responsible for all drivers, employees, workforce, personnel and staff employed or contracted for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision to (i) provide Bus Service in a safe and efficient manner to the public; and (ii) carry out all other obligations of the Operator as set out in this Agreement. 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 Contract Period or thereafter; the Operator undertakes to hold harmless and keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party.

5.5.6 The Operator shall ensure that all drivers, personnel and staff wear uniforms as approved by the Authority. The Operator shall at its own cost and expense, provide uniforms and shall ensure that drivers and any other personnel and staff employed by it shall, at all times, wear clean uniforms while on duty or doing any

5.5.7 act in relation to the Project.

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 its employees, 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 labor and personnel employed in connection with the performance of the Operator's obligations under this Agreement by exercising appropriate supervision and control;

5.5.10 The Operator shall be responsible for employing any and all competent manpower, personnel, labor, 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 Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 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 this Clause 5.5.12.

5.6 Advertisement and Branding of Buses

The 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 16.7. Provided that, the Operator may affix the brand logo, make and model of the Bus at the front and rear end of the Bus. The Operator undertakes that it shall not, in any manner, use the name or identity of its 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. For the avoidance of doubt, it is agreed that the Operator may, at every Maintenance Depot, display its own name at a spot where other public notices are displayed for the Users.

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 Notwithstanding the Operator's obligations under Article 37, 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 to 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

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

5.10 Obligations relating to noise control

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 Buses and the Maintenance Depots and its impact on the Users and the surrounding neighbourhood.

5.11 Facilities for physically challenged and elderly persons

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 Buses. To the extent that Good Industry Practices require the implementation of higher standards than those set outby the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards.

5.12 Obligations relating to Charging Infrastructure

The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging all the Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty-five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.

5.13 Obligations relating to appointment of Drivers and Staff

a. The Operator shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws, including Motor vehicles Act, 1988 having experience of 2 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within 21 to 60 years.

b. The Operator shall appoint drivers for operating the buses by taking into Police verification of individual candidate.

c. The Operator or its sub-contractor shall have to make payment to the driver's bank account through RTGS/ NEFT mode only.

d. The driver while on duty should have valid identity cards as required under M.V. Act/Rules (Motor Vehicle Act and Rules).

e. The driver along with vehicle should report for duty in a neat and clean uniform prescribed by Authority, at the assigned depot and at the assigned time. Similarly other staff members employed by the operator should use uniform prescribed by Authority.

f. The Operator shall provide the list of all employees with their residential addresses, mobile nos. to the Authority.

g. The Operator shall not employ category of persons as drivers for operating of Buses who were employed on any other bus service and were replaced by the owner/co-owner on a complaint made against him by the Authority.

h. The Operator shall ensure that no employee working with him also at the same time works on the roll of Authority or any other organization.

i. A driver employed by the Operator shall undergo the medical fitness examination by medical officer of Authority at appropriate cost or any other reputed hospital / medical institution from the City and he/she will be permitted to ply the vehicles only if he/she is fit for the job of driver to drive the Buses as mentioned herein.

j. The Operator shall not deploy any drivers which have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle and such drivers should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [3] years preceding the date of execution of the Agreement;

k. However, Authority may require the Operator to remove any person employed by it for the Bus Services, who in the opinion of Authority:

   i Persists in any misconduct,

   ii Is incompetent or negligent in the performance of his/her duties,

   iii Fails to conform with any provisions of the Tender/Agreement, or

   iv Persists in any conduct which is prejudicial to safety, health, or the protection of the general public/ environment.

   v Is a person convicted by a competent court of law.

   vi Is a person who is involved in any fatal accident.

l. Operator be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement.

m. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

n. Provided, however Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the operator shall keep Authority indemnified in this regard.

o. Ensure that all drivers, personnel and staff are well behaved with passengers.

p. 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 at all times when they are on duty and doing any act in relation to providing the Bus Service under the Agreement.

q. The Operator shall be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of the Agreement.

r. The Operator shall make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Successful

Bidder's obligations under this Agreement and shall at all times be the principal authority in respect of such labor and personnel.

s. The Operator and their employees will not be held eligible for facility of free travel on the Buses herein or any other bus belonging to Authority and they will have to abide by the rules as are applicable to the other members of the public including payment.

5.14 Obligations of the Operator under Labour codes and Rules

5.14.1 The Operator shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify Authority from and against any claims under the aforesaid Labour codes and the Rules.

5.14.2 In respect of all labour directly or indirectly employed in the contract for the performance of the Agreement, the Operator shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable.

5.14.3 The Operator shall pay the wages as per the Minimum wages notified by the Labour department of that Rajasthan.

5.14.4 The Operator should also ensure statutory compliance in regard to its employed workforce including but not limited to the following:

i) Compliance of minimum wages Act by payment of wage on 7th of every month through Bank
ii) Compliance of provision of ESI Act, EPF Act, Bonus Act and Employees Compensation Act, ESI registration
iii) Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.
iv) Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.
v) Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.
vi) PF Registration issued by the Regional Provident Fund Commissioner/ Competent Authority
vii) Annual submission of PF compliance certificate duly certified by a CA

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) as a part of the Deployment Plan, provide the Operational Routes to be undertaken by the Operator as detailed in Clause 16.4 herein and in accordance with the Deployment Plan;

(b) subject to and on the terms and conditions of this Agreement, the Authority shall handover peaceful and unencumbered possession of Maintenance Depots, which meet the Minimum Maintenance Depot Specifications, to the Operator in accordance withthe timelines set out in Clause 10.2.5;

(c) provide the Operator with adequate Right of Way and license to use the Maintenance Depots in accordance with the provisions of this Agreement;

(d) at its own cost and expense, provide, or cause to be provided, road connectivity (sufficient for the movement of the Buses and other vehicles and machinery required for the Operation and Maintenance of the Maintenance Depots) to the nearest motorable road, at any location at the boundary of the Maintenance Depots in accordance with Clause 12.1;

(e) procure and provide to the Operator, electricity connections (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V only upto pillar of LT distribution transformer(s) at the sub-station of the Maintenance Depots specified in Schedule-A for charging of the Buses and operation of the Charging Infrastructure, along with all requisite permissions, approvals and licenses in relation to the utilisation by the Operator of such electricity connection. The maintenance of the electricity connections and substations up to 415V at the locations of the Maintenance Depots shall be in the scope of Authority;

(f) bear the cost of additional electricity charges payable in relation to the charging of the Buses in accordance with Clause 22.5;

(g) procure and provide access and connections, at its cost, to municipal water and sewage disposal utilities for the Maintenance Depots, provided that the Operator shall remain liable to pay any regular bills raised by the relevant Government Instrumentality for the use of such utilities;

(h) 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 the Operator Applicable Permits;

(i) 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;

(j) support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(k) 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.;

(l) The Authority shall bear passenger tax from revenue collection and/or from applicable passenger taxes levied by State Transport Authorities from operations in jurisdictions outside the registered state for interstate operations. Additionally, the Authority shall also bear the cost of tolls from operations of buses as per the deployment schedule. The above-mentioned costs shall be reimbursed to the operator by the Authority on submission of actual receipts by the Operator.

(m) Collection of fares and shall also bear the associated costs for such activity.

6.1.3 The following minimum depot infrastructure shall be provided by Authority:

a) Proper drainage system at the depot to avoid stagnation of water.

b) The depot pavement shall be concretized or blacktopped.

c) Adequate parking area (approx. 150 sq.m. per bus including basic depot requirements, such as parking, workshops, staff amenities, administrative block, etc.) for parking of buses allocated to the depot and additional space for parking the spare Buses deployed by the Operator.

d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, Effluent treatment plant (ETP), Street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance / service pits).

e) Boundary wall: approx. 2 m height with 0.6m railing.

ARTICLE-7 : REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Operator

The Operator represents and warrants to the Authority that:

(a) it is duly organised 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 authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) along with its Associates, 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, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder 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 its Memorandum and Articles of Association {or those of the Selected Bidder/ any member of the Consortium} or any Applicable Laws or any covenant, contract, 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 its 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 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 Government Instrumentality which may result in any material adverse effect on its 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 fines, 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}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.

(l) {the Selected Bidder/ Consortium Members and its/their} Associates have 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) {the Selected Bidder/ each Consortium Member} 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 Buses (if applicable pursuant to Clause 33.4), Maintenance Depots (including the Charging Infrastructure) 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 it 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 it 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 Proposal 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

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 Applicable Laws to authorise 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 Government 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 Maintenance Depots, and has power and authority to grant a licence, in respect thereto to the Operator;

(h) 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; and

(i) it shall enable personnel of the Operator to travel on board the Buses for the purpose of discharging the Maintenance Obligations in accordance with the provisions of this Agreement and Good Industry Practice.

7.3 Disclosure

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 right, remedy or obligation of either Party under this Agreement.

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 Request for Proposal, this Agreement, the Specifications and Standards, the Depot Sites, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority and/ 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. Save as provided in Clause 7.2, the Authority makes no representationwhatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, 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, the {Selected Bidder/ Members of Consortium} and its Associates or any person claiming through or under any of them.

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.

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, that 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 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.

3. Part III Development and Operations

ARTICLE-9 : PERFORMANCE SECURITY

9.0 Performance Security

9.1 Performance security shall be solicited from all successful bidders except the,-

(i) Departments/Boards of the State Government or Central Government;

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and AuditorGeneral of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government; or

(v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.] However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.]

9.2 The amount of performance security shall be five percent of work order amount.

9.3 Performance security shall be furnished in any one of the following forms-

(a) deposit though eGRAS;

(b) Bank Draft or Banker's Cheque of a scheduled bank;

(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

(d) 8 [Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank]. It shall be got verified from the issuing bank.

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(ee) Insurance Surety Bonds issued by Insurer registered with the Insurance Regulatory and Development Authority of India (IRDA) for transact the business of issuing Insurance Surety Bonds.

ARTICLE-10: RIGHT OF WAY FOR DEPOTS

10.1 Site for the Maintenance Depots

The site(s) for the Maintenance Depots shall comprise the real estate described in Schedule-A and in respect of which a license shall be provided and granted by the Authority to the Operator as a licensee under and in accordance with this Agreement (the "**Depot Site(s)**") in order for the Operator to carry out and perform its obligations under this Agreement.

10.2 License and Right of Way for Maintenance Depots

10.2.1 The Authority hereby grants to the Operator access to the Depot Site(s) for carrying out, at its sole risk and expense, any surveys, investigations and soil tests that the Operator may deem necessary prior to the Appointed Date. The Operator expressly agrees that the Authority shall have no liability whatsoever in respect of any survey, investigations and tests carried out or work undertaken by the Operator on or about the Depot Site(s) pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the license fee of Re.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 the Maintenance Depots at is the locations described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), free of any Encumbrances, to develop, equip, 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 ensure that the Maintenance Depots handed over to the Operator under this Agreement comply in all respects with the Minimum Maintenance Depot Specifications.

10.2.4 The Authority shall, in accordance with the timelines prescribed in Clause 4.1.2, provide and grant to the Operator, vacant access, constructive possession and licenses to possess the Maintenance Depots:

10.2.5 On and from the Appointed Date, the Authority shall provide and grant to the Operator, vacant access, constructive possession and license to possess additional Maintenance Depots, if any in line with the Delivery Schedule so as to enable the Operator to deploy the Buses inaccordance with the Deployment Plan. The timeline accordance with this Clause 10.2.5 below:

(a) within [6 (Six)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s)

10.2.6 Subject to Clause 10.2.7 below, in the event that the Authority fails to provide vacant access, constructive possession and license to possess the Maintenance Depots specified in Clause 10.2.5 above, which comply with the Minimum Maintenance Depot Specifications, on or prior to the respective Scheduled Maintenance Depot Handover Date, it shall pay to the Operator as Damages, Rs. 10,000 (Rupees ten thousand) per day per depot for each day of delay until, for all the Maintenance Depots required to be handed over by the Authority, vacant access, constructive possession and license to possess thereof is delivered to the Operator in accordance with the requirements of this Agreement.

10.2.7 If the Authority is unable to handover, to the Operator, Maintenance Depots which meet the Minimum Maintenance Depot Specifications by the relevant Scheduled Maintenance Depot Handover Date, then the Authority may, by way of a written notice provided at least 30 (thirty) days prior to the relevant Scheduled Maintenance Depot Handover Date, require the Operator to takeover possession and control of the Maintenance Depot on an "as is where is" basis. On and from the date on which the Operator takes over peaceful, vacant and unencumbered possession of the Maintenance Depot, the Operator shall, at the cost of the Authority and without prejudice to its obligations to carry out the Fit-Out Works, undertake and perform all such works and activities that may be required in order to ensure that the Maintenance Depot meets the Minimum Maintenance Depot Specifications. The scope of work required to be undertaken by the Operator in this regard, including the costs payable by the Authority for such work, shall be mutually discussed and agreed by the Parties by way of a Change of Scope Order. The Operator shall also be entitled to a mutually agreed extension of the Scheduled Maintenance Depot Completion Date, with such extension being not less than 90 (ninety) days.

10.2.8 Notwithstanding the provisions of Clause 10.2.2, the license granted in respect of the Licensed Premises hereunder shall expire in respect of such Licensed Premises upon the transfer of the relevant Maintenance Depots upon the early termination or expiry of this Agreement.

10.2.9 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 hereunder at any time after the Contract Period has expired or has been terminated earlier in terms hereof, sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Operator consents to it being registered for this purpose.

10.3 Handover of the Licensed Premises

10.3.1 For each Maintenance Depot that is to be handed over to the Operator pursuant to the terms of this Agreement, after the Appointed Date, the Authority's Representative and the Operator shall, on a mutually agreed date and time, inspect the Licensed Premises and prepare a memorandum containing an inventory of the Licensed Premises including the vacant and unencumbered land, buildings, structures, road works and trees on or attached to the Licensed Premises. Such memorandum shall have appended thereto a statement (the "**Appendix**") specifying in reasonable detail those parts of the Licensed Premises 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 license and Right of Way to the Operator for free and unrestricted use and development of the vacant and unencumbered Licensed Premises 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 Licensed Premises 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 to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Licensed Premises or such area as maybe mutually decided between the parties. and in the event Financial Close 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 21.1.1.

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 Licensed Premises 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 Authority shall make best efforts to procure and grant, no later than 30 (thirty) days from the relevant Scheduled Maintenance Depot Handover Date, the Right of Way to the Operator in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Operator, it shall pay to the Operator, Damages in a sum calculated at the rate of Rs. 1,000 (Rupees one thousand) per day for every 500 (five hundred) square meters or part thereof, commencing from the 31st (thirty first) day after the Scheduled Maintenance Depot Handover Date and until such Right of Way is procured.

10.3.5 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 or for construction of works specified in any Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises 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 10.3.5 shall be borne by the Authority in accordance with Applicable Laws and that the land to be acquired by the Authority hereunder as a part of the Licensed Premises shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the ancillary buildings, electric sub-stations and approach roads thereof shall conform to the provisions of Schedule-A. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.4 Maintenance Depot to be free from Encumbrances

The Maintenance Depots made available by the Authority to the Operator pursuant hereto shall be 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, development, possession and use of such Licensed Premises for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement.

10.5 Protection of Site from encroachments

During the Contract Period, the Operator shall protect the Licensed Premises 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 Licensed Premises 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 Access to the Authority

The license, Right of Way and right to the Licensed Premises 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.

10.7 Geological and archaeological finds

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 any other 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 and to the extent that the Fit Out Works have been impeded as a result, the Operator shall be given an extension of time. 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 the Fit Out Works with such modifications as may be deemed necessary.

10.8 Felling of trees

The Authority shall procure any Applicable Permits required 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 Fit Out Works or the Operation and 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.

10.9 Unforeseen Site Conditions

If, after the Maintenance Depots are handed over the Operator in accordance with this Article 10, the Operator encounters any adverse physical conditions at the Licensed Premises, which could not have been reasonably foreseen by acting in accordance with Good Industry Practices, the Operator may seek a Change of Scope in accordance with Article 15. Upon receipt of a request for a Change of Scope due to unforeseen conditions relating to the Licensed Premises, if, in the opinion and sole discretion of the Authority, such conditions could not have been reasonably foreseen by a prudent developer acting in accordance with Good Industry Practices, then the Authority shall issue a Change of Scope Order in accordance with Article 15. Any decision of the Authority regarding the existence of any unforeseen conditions relating to the Licensed Premises shall be final and binding.

ARTICLE-11: UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

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(s) 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 its cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

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 Fit Out Works, 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

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, the Authority shall pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Depot Site(s) under this Clause shall not in any manner relieve the Operator of its obligation to undertake the Fit Out Works and Operate and Maintain the Maintenance Depot in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

ARTICLE-12: COMPLETION OF THE MAINTENANCE DEPOTS

12.1 Road Connectivity

The Authority shall, at its own cost and expense, provide, or cause to be provided road connectivity (sufficient for the movement of the Buses and other vehicles and machinery required for the Operation and Maintenance of the Maintenance Depots) between the boundary of the relevant Maintenance Depot and the nearest motorable road, by no later than the timeline specified in Clause 10.2.4 and 10.2.5.

12.2 Obligations prior to commencement of construction

Prior to commencement of the Fit-Out 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 Fit Out Works at the Maintenance Depots (including installation of the Charging Infrastructure);

(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 the Fit Out Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for quarrying of materials needed, if any, for the Maintenance Depot under and in accordance with the Applicable Laws and Applicable Permits.

12.3 Maintenance during Fit Out Period

While undertaking the Fit Out Works, 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 on which such Maintenance Depots are handed over by the Authority, 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 the Fit Out 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 along the alignment of the Maintenance Depots.

12.4 Drawings

In respect of the Operator's obligations relating to the Drawings of the Maintenance Depots as set forth in Schedule-F, the following shall apply:

(a) The Operator shall prepare and submit, with reasonable promptness, 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 of the Fit-Out Works, including the field construction criteria related thereto, are in conformity with the Scope of the Agreement, 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 Agreement 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 the Fit Out Works at its own discretion and risk. However, if the Authority fails to provide its observations on the Drawings submitted by the Operator within 30 (thirty) days of receipt of such Drawings, the Drawings shall be deemed to be approved subject to the Operator issuing a notice of reminder to the Authority at least 7 (seven) days prior to the expiry of the aforesaid 30 (thirty) day period.

(d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Agreement 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 the issuance of the Maintenance Depot Completion Certificate for each Maintenance Depot, 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 Fit Out Works 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.

12.5 Completion of the Maintenance Depots

12.5.1 On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 6 weeks from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "**Scheduled Maintenance Depot Completion Date**") .

12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it 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 per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.5.3 In the event that the Maintenance Depot Completion Date, for any Maintenance Depot, does not occur within 270 (two hundred and seventy) days from the relevant Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless the delay is on account of a Delay Event, the Authority shall be entitled to terminate this Agreement for an Operator Default and the consequences of such termination as set out in Article 33 shall apply.

12.5.4 Upon completion of the Fit Out Works at each Maintenance Depot, the Operator shall issue a notice to the Authority pursuant to which the Authority, or the Authority's Representative, shall, within 7 (seven) days from the date of such notice, inspect the Maintenance Depot to assess its conformity with the Specifications and Standards. If the Maintenance Depot complies with the Specifications and Standards, the Authority shall issue a completion certificate for the Maintenance Depot ("**Maintenance Depot Completion Certificate**"). If, however, pursuant to any inspection undertaken by the Authority, or the Authority's Representative, any defects or deficiencies are identified in the Maintenance Depot, the Operator shall, no later than 30 (thirty) days from the date of such notice, rectify and remedy such defects or deficiencies and shall issue a notice to the Authority pursuant to which the Authority may re-inspect the Maintenance Depot. The process set out in this Clause 12.5.4 shall continue until all defects and deficiencies in the Maintenance Depot have been rectified and the Authority has issued the Maintenance Depot Completion Certificate for such Maintenance Depot.

12.6 Extension of Time

12.6.1 Subject to Clause 12.6.2 below, the Operator shall be entitled to a day-for-day extension of the relevant Scheduled Maintenance Depot Completion Date and the Delivery Schedule if and only to the extent that performance of the Fit Out Works for such Maintenance Depot or the procurement of the Buses is, or will be, delayed due to a Delay Event.

12.6.2 The Operator shall promptly provide the Authority with:

a notice upon becoming aware of any Delay Event; and

(ii) a notice of its claim for extension the Scheduled Maintenance Depot Completion Dateand Delivery Schedule, with such notice specifying the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Operator, the mitigation measures being taken or proposed to be taken by the Operator in order to minimise the impact of the Delay Event, and any other information relevant to claim such extension.

Subject to Clause 12.6.3 below, the issuance of such notice within 7 (seven) days from the date the Operator became aware of the Delay Event shall be a condition precedent to the Operator's entitlement to an extension under this Clause 12.6.

12.6.3 Where a Delay Event has a continuing effect or where the Operator is unable to determine whether the effect of a Delay Event will actually cause delay to the Fit Out Works or procurement of the Buses, so that it is not practical for the Operator to provide notice in accordance with Clause 12.6.2 above, a statement to that effect with reasons together with any other relevant information shall be submitted in place of the notice required pursuant to Clause 12.6.2. In such an event, the Operator shall, as soon as reasonably practical, submit to the Authority the information required pursuant to Clause 12.6.2.

12.6.4 Without prejudice to the Operator's obligations to notify the Authority regarding the occurrence of a Delay Event above, the Operator shall: (i) keep and maintain records to accurately substantiate and establish claims for extensions under this Clause 12.6; and (ii) give the Authority access to such records and documents or provide the Authority with copies, if so requested.

12.6.5 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Operator to an extension of time in accordance with this Clause 12.6, then the Operator shall not be entitled to an extension of time for the period of such concurrency.

12.6.6 The Operator shall not be entitled to any extension of time for any reason whatsoever, including due to:

(i) delay caused in complying with any instructions of the Authority which are directly attributable to any act or omission of the Operator;
(ii) failure of any Contractor to commence or carry out any work within the prescribed timelines;
(iii) unavailability or shortage of equipment, materials or any other resources (including any utilities); or
(iv) inclement weather conditions except in case of Force Majeure.

12.6.7 Any Dispute between the Parties with respect to the occurrence, length of subsistence or consequence of any Delay Event shall be settled in a final and binding manner in accordance with the Dispute Resolution Procedure.

ARTICLE-13 : PROCUREMENT OF BUSES

13.1 Standards and Specifications

The Operator shall procure Buses meeting all the Specifications and Standards provided in Schedule-B.

13.2 Ownership of Buses

The Operator agrees that it shall be solely responsible for the procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of the Buses shall remain with the Operator and the Operator shall cause all Buses to be registered in the name of the Operator, or, where title and ownership of the Buses lies with any other Person pursuant to the terms of any Project Agreement, in the name of such Person, and the Authority shall not exercise any right, title, or interest over any of the Buses, unless provided otherwise under the terms of this Agreement. The Operator shall have the right to lease the Buses required to be provided under this Agreement under the Bus Lease Agreements on terms that are consistent with this Agreement.

13.3 Delivery Schedule

The Operator shall procure the Buses as per the Delivery Schedule provided in Schedule-G hereto and shall ensure the Buses are ready for Commencement of Service in accordance with Article 14. The Operator further agrees that prior to procurement of the Buses, it shall procure a Prototype Bus for the approval of the Authority in accordance with Clause 13.4.

13.4 Prototype

13.4.1 The Operator shall, within 30 (thirty) days from the date of issuance of LOA, provide to the Authority (or any nominee appointed byit for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of asample Bus that conforms to the Specifications and Standards (the "**Prototype**"), as specifiedin Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings ofthe Prototype.

13.4.2 The Authority, or any independent third-party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "**Design Report**") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 15 (fifteen) days from the date of receiving the Designs and Drawings of the Prototype from the Operator. It is agreed that any failure or omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement.

13.4.3 Pursuant to the Design Report or otherwise, the Operator shall carry out such modifications in the Designs and Drawings as may be necessary in order for the Prototype to conform to the requirements of this Agreement, including without limitation, the Specifications and Standards. The Authority expressly agrees that it (and any nominee of the Authority) shall, subject to the provisions of this Agreement and Applicable Laws, maintain the confidentiality of any Designs and Drawings provided to them by the Operator and shall endeavour to protect the Intellectual Property rights of the Operator, if any, therein.

13.5 Tests at Manufacturer's Plant

13.5.1 Prior to procuring the supply of the Prototype, the Operator shall carry out, or cause to be carried out on the Prototype, at its own cost and expense, all Tests in accordance with Schedule-H and such other tests that the Operator may consider necessary to demonstrate that the Prototype complies in all respects with the requirements of this Agreement, including the Specifications and Standards. The Operator shall provide to the Authority (or its nominee) forthwith, a copy of the Operator's report on each test containing the results of such test and the action, if any, that it proposes to take for compliance with the requirements of this Agreement, including the Specifications and Standards.

13.5.2 The Operator shall, with at least 2 (two) weeks' notice to Authority, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the central testing agency nominated by Authority shall have the right to witness the tests. It is clarified that all costs incurred on account of the visit of central testing agency to the manufacturer's plant shall be borne by the Operator. Carry out a test trial of the prototype bus for each type of Bus demanded by the Authority or it can refer the report submitted to Authority by the central testingagency.

13.5.3 The central testing agency shall prepare and submit a report forthwith on the tests witnessed by it highlighting therein, amongst other aspects, any specific non-compliances with the requirements of this Agreement. The central testing agency shall submit a copy of this report to the Operator and Authority for review. The Operator shall, prior to dispatch of the Prototype for delivery to the Authority, procure that defects and deficiencies, if any, are rectified and the Prototype conforms with the Specifications and Standards. It is agreed that any failure or omission of the central testing agency appointed by Authority, to witness and/or comment on any tests conducted or to highlight any deficiency therein shall not be construed or deemed as acceptance of such tests by the Authority and, notwithstanding anything to the contrary, the

Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the tests carried out on the Prototype are fully in compliance with the requirements of this Agreement.

13.5.4 In the event of failure of any Test specified in Clause 13.5.1, the Operator shall rectify the defect and conduct repeat Tests, and the procedure specified in this Clause 13.5 shall apply *mutatis mutandis* to such repeat Tests.

13.6 Supply of Prototype

13.6.1 The Operator shall, no later than 12 weeks after the execution of this Agreement, procure and deliver a Prototype and demonstrate to thecentral testing agency nominated by Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.

13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.1% (zero point one per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.

13.7 Acceptance of Prototypes

13.7.1 Upon procurement of the Prototype by the Operator, the Authority (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype. Once the Operator has successfully demonstrated to the central testing agency that the Prototype conforms to the requirements of this Agreement, including pursuant to any tests required to be undertaken based on instructions from the Authority, the Authority shall, no later than 7 (seven) days from such date, issue a notice to the Operator, certifying that the Prototype is in compliance with the requirements of this Agreement, including the Specifications and Standards.

13.7.2 The Parties expressly agree that acceptance of the Prototype by the Authority (or its nominee) shall not relieve or absolve the Operator of its obligations and liabilities under this Agreement in any manner whatsoever.

13.8 Procurement of Buses

Upon approval of the Prototype in accordance with Clause 13.7, the Operator shall procure the remaining Buses in accordance with the provisions of Schedule-G and shall comply with timelines of the Delivery Schedule specified therein. The Operator agrees that the Buses shall include the same specifications and standards as the approved Prototype provided in this Article 13.

13.9 Delay in Procurement

13.9.1 In the event the Operator is unable to procure any Bus as per this Article 13, for reasons not directly attributable to a Delay Event, the Operator shall pay Damages at the rate of 0.1 % (zero point one per cent) of the Performance Security per bus for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such Bus.

13.9.2 If the procurement of any Bus is delayed by a period exceeding 60 (sixty) days from the scheduled date of procurement of such Bus as provided in the Delivery Schedule, for reasons not directly attributable to a Delay Event, or if the Damages payable by the Operator for such delay in procurement of Buses exceeds 10% (ten percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Operator Default.

The Damages payable by the Operator shall become due and payable within 7 (seven) days of receipt of notice in this regard from the Authority.

13.10 Readiness for Commencement of Service

13.10.1 The Operator agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice in order to ensure that each Lot of Buses procured in accordance with the Delivery Schedule are ready for Commencement of Service. Without limiting the generality of the foregoing, such activities shall include:

(a) joint inspection with the Authority of the Buses proposed to be introduced into service;

(b) obtaining the certificate of registration for each Bus proposed to be introduced into service;

(c) obtaining the certificate of fitness for each Bus proposed to be introduced into service;

(d) payment of all applicable Taxes;

(e) obtaining insurance for each Bus proposed to be introduced into service in accordance with Article 25; and

(f) any other readiness related activity to ensure roadworthiness of the Buses proposed to be introduced into service.

13.10.2 The Operator shall achieve readiness for Commencement of Service for each Lot of Buses procured by it in accordance with Article 14, no later than 30 (thirty) days from the date of procurement of such Lot of Buses, or any extended period as may be agreed upon by the Parties.

13.10.3 The Parties hereto expressly agree that if the delay in achieving readiness for Commencement of Services for any Lot of Buses procured has arisen solely and directly on account of any Delay Event, the Operator shall be entitled to such additional time as may be reasonably required by the circumstances of the case for achieving readiness for Commencement of Services.

13.11 Damage due to accident

13.11.1 The Operator shall be liable for any damage to the Bus on account of accidents. The Operator agrees that it shall undertake repair and rectification of such damaged Bus such that the Bus conforms to the Specifications and Standards, to the satisfaction of the Authority.

13.11.2 The Operator agrees that the Authority shall not be responsible for any liability arising out of any civil or criminal proceedings instituted by any third party, as a result of such accident of the Bus and the Operator agrees that it shall keep the Authority and its officers, servants, agents, indemnified from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, injury, death, cost and expense of whatever kind and nature arising from such accidents.

13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance and support to the Operator in such situation.

13.11.4 In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The Operator agrees that any Bus brought as a replacement to a damaged Bus in accordance with this Clause 13.11.4 shall be used in the Bus Service for the remaining Contract Period.

ARTICLE-14 : ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection by the Authority

14.1.1 The Authority (or its nominee) may inspect each Bus or any Lot of Buses procured by the Operator, in accordance with the provisions of this Clause 14.1, prior to the Operator putting such Bus into operation.

14.1.2 The Operator shall notify the Authority, no later than 45 (forty-five) days prior to the date of procurement of the Buses, the date and time on which each Lot of Buses is to be procured and available for inspection. The Authority may, in its discretion, nominate its representative to carry out an inspection of such Buses at a scheduled date and time.

14.1.3 The Operator shall provide the assistance necessary for the Authority Representative to perform the inspection in accordance with the provisions of this Clause 14.1. For the avoidance of doubt, the Parties expressly agree that such inspection shall be completed within a period of 72 (seventy-two) hours from the time when a Bus is made available for inspection and upon expiry thereof, the Bus shall, subject to satisfactory completion of the safety inspection under Clause 14.1.2, be deemed to have been approved by the Authority.

14.1.4 The Operator shall ensure that all Buses meet the prescribed safety standards as set out in the Specifications and Standards and Applicable Law, including but not limited to, ensuring that the Buses are fitted with CCTV cameras, automatic vehicle locator systems, fire and smoke detection equipment and panic buttons designed to send real-time alerts to the Control Centre. In the event that, pursuant to any inspection conducted in accordance with Clause 14.1, the Authority's Representative concludes that any Bus does not conform with the safety standards set out in the Specifications and Standards and this Agreement, and is therefore not safe for entry into service, it shall convey to the Parties forthwith, a report stating in detail the reasonsfor its findings. The Operator shall, notwithstanding anything to the contrary contained in thisArticle 14, not introduce such Bus into service until all defects and deficiencies have been rectified by the Operator and the Bus has been presented to the Authority for re-inspection. Upon presentation by the Operator of any such Bus for introduction in service, the Authority's Representative shall re-inspect such Bus and upon it being satisfied that the Bus conforms to the safety standards set out in the Specifications and Standards and this Agreement, the Operator shall be allowed to introduce such Bus into service.

14.1.5 The Authority Representative shall, pursuant to any inspection conducted under this Clause 14.1, also submit an inspection report for each Bus identifying any minor defects and deficiencies required to be rectified by the Operator in conformity with the Specifications and Standards (the "**Punch List**"). The Operator shall, no later than 30 (thirty) days from the date on which it receives the Punch List, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the

Authority as Damages, an amount of 1% (one per cent) of the Performance Security per bus for each day of delay until all items of the Punch List for the particular bus are rectified.

14.2 Commercial Operation Date (COD) for Respective Lot of Buses

14.2.1 The Operator shall within 30 (thirty) days from the date of delivery of each respective Lot of Buses (as mentioned in the Delivery Schedule) comply with the following:

(a) ensure activities related to readiness for Commencement of Services are completed;

(b) appoint duly experienced and trained drivers holding valid driving licenses in accordance with Applicable Law;

(c) deposit copy of the driving licenses of the appointed drivers with the Authority; and

(d) ensure that the Maintenance Depot Completion Certificate has been issued in accordance with Clause 12.5.4 for each Maintenance Depot;

(e) ensure that the Charging Infrastructure required for the charging of such Lot of Buses has been installed and is commissioned and ready to operate in accordance with the requirements of this Agreement; and

(f) procure and install the necessary movable assets such as plant and equipment, materials, consumables, etc. at the Maintenance Depot as required for the Operation and Maintenance of the Buses, the Maintenance Depots and the Charging Infrastructure.

14.2.2 Upon completing the activities enumerated in Clause 14.2.1 above for the each Lot of Buses, the Operator shall intimate in writing to the Authority of its readiness to achieve COD for such Lot of Buses, along with detailed proof of completing each such activity. The Authority shall, within 2 (two) days of receiving such written intimation, inspect the relevant documents and the Maintenance Depot, including the Charging Infrastructure, to determine compliance by the Operator with its obligations in Clause 14.2.1 above. Upon being satisfied that the Operator has duly complied with all the requirements set forth in Clause 14.2.1 above for achieving COD for such Lot of Buses, the Authority shall within a period no longer than 5 (five) days from such inspection, issue to the Operator a Completion Certificate (the "**Completion Certificate**") for such Lot of Buses. In the event, any deficiencies or shortcomings are observed by the Authority in relation to the fulfilment by the Operator of its obligations under Clause 14.2.1 for any particular Buses, the Authority shall exclude such Buses from the relevant Lot and shall issue a Completion Certificate with respect to the remaining Buses in the Lot. For the Buses that have been excluded from a particular Lot, the Authority shall issue a notice to the Operator within 2 (two) days of such inspection highlighting the deficiencies or shortcomings. The Operator shall rectify/remove the deficiencies within such period as specified by the Authority and the Authority shall, upon being satisfied that the deficiencies identified by it have been rectified, forthwith issue the Completion Certificate for such Buses. Provided however, that if the deficiencies or shortcomings observed by the Authority are minor in nature and can be rectified in the usual course of performing Operations and Maintenance of the Buses, the Authority shall not withhold the Completion Certificate for such Lot of Buses. Provided further that the issuance of the Completion Certificate in such cases does not, in any manner, affect the Operator's obligation to rectifying any deficiencies or shortcomings identified by the Authority.

14.2.3 The date of issuance of the Completion Certificate for a particular Lot of Buses shall be reckoned as the "**Lot Commercial Operation Date**" or "**Lot COD**" under this Agreement. The date when the Completion Certificate is issued for all Lots of Buses required to be introduced into service by the Operator, shall be the Commercial Operation Date ("**COD**") under this Agreement whereupon the Project enters into commercial service, provided, however, that the entry of any Buses into commercial service shall always be subject to compliance with the provisions of Clause 18.3. After a Lot COD, the Operator shall ensure Commencement of Service of the Buses in such Lot in accordance with the Deployment Plan.

14.2.4 In the event, the Authority fails to issue the Completion Certificate and the notice for deficiency in respect of Buses for which Completion Certificate is withheld under Clause 14.2.2, then the COD for the said Lot of Buses will be deemed ("Deemed Lot COD') to have been achieved on the 7th day after receipt of the notice of the Operator towards readiness for operations for the concerned Lot of Buses.

14.3 Damages for delay

If COD does not occur prior to the 91st (ninety first) day after the Scheduled Maintenance Depot Completion Date for the last Maintenance Depot handed over by the Authority pursuant to Clause 10.2.5, as the same may be extended in accordance with the terms of this Agreement (such date, the **"Scheduled COD"**), for reasons not directly attributable to a Delay Event, the Operator shall pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved. Provided however, if the Operator is unable to achieve COD on account of a Delay Event, then the Operator shall be entitled to a day-for-day extension of the Scheduled COD if and only to the extent that COD is, or will be, delayed due to a Delay Event. In this context, the provisions of Clause 12.6 shall apply to any extension of the Scheduled COD that is sought by the Operator.

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 Buses or at the Maintenance Depots, which are not included in the Scope of the Agreement (the "**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 services, 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 in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope, as the case may be.

15.2 Procedure for Change of Scope

15.2.1 In the event that the Authority determines 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 time required for completing the Fit Out Works and the Delivery Schedule, if the Change of Scope is required to be carried prior to COD; 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 (the "**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 in accordance with the Dispute Resolution Procedure.

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

15.3 Payment for Change of Scope

15.3.1 Unless otherwise mutually agreed by the Parties, within 15 (fifteen) days of issuing a Change of Scope Order, the Authority shall make a part payment to the Operator of a sum equal to 20% (twenty per cent) of the cost of Change of Scope as determined pursuant to Clause 15.2 upon the submission by the Operator of a bank guarantee for an equivalent amount, which bank guarantee shall be valid for a period of 180 (one hundred and eighty) days, substantially in the form specified in Schedule-D. To the extent that the work under the Change of Scope Order is not completed within a period of 180 days from the date of the Change of Scope Order, the Operator shall procure an extension of the validity of the bank guarantee.

15.3.2 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 and after making a proportionate deduction for the advance payment made hereunder. 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 and 15.3.2, all costs arising out of any Change of Scope Order, other than those agreed as a part of the Change of Scope Order, shall be borne by the Operator.

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 the procurement and deployment of the Buses in accordance with the requirements of this Agreement; 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 Change of Scope Order shall not be taken into account 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 Change of Scope Orders for provision of works and services shall not exceed 5% (five percent) of the Total Project Cost during the Contract Period.

15.4.3 Notwithstanding anything to the contrary, unless the Parties agree otherwise, the Authority shall not require the Operator to undertake any Change of Scope which involves upgradation of batteries used in the Buses due to technological advancements in battery chemistry.

ARTICLE-16: OPERATION OF BUSES

16.1 Operations of Buses

16.1.1 The Operator shall make available and Operate and Maintain the Buses in accordance with the provisions of this Agreement, including without limitation, the Deployment Plan, and shall comply with the operation and maintenance requirements as provided in Schedule-I of this Agreement.

16.1.2 The Operator shall be fully responsible for ensuring the safety and security of the Buses at all times, including during operations and while the Buses are at the Maintenance Depots. In the event the Operator fails to ensure the security of the Buses and there is any theft of or damage to the Bus or any component of the Bus including but not limited to any component, spare parts, hardware, software, instruments etc., the Operator shall, as soon as is reasonably practical, repair or replace, as the case may be, such Bus or 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.

16.1.3 Upon successful completion of the contract period, the operator retains the ownership of the buses under the Concession agreement and the Authority shall claim no right to transfer of ownership of such buses.

16.2 Maintenance Depots

16.2.1 The Operator shall use the Maintenance Depots, only for the purposes of the Operations and Maintenance of the Buses and any other activity specified in this Agreement.

16.2.2 The Operator shall ensure that the Maintenance Depots are adequately staffed with skilled personnel, equipped with requisite equipment, plant and machinery and stocked with Consumables, so as to ensure compliance with the Operations and Maintenance standards provided in this Agreement.

16.3 Operation Manual

16.3.1 The Operator shall prepare an operation manual (the "**Operation Manual**") for the operation of Buses in conformity with Good Industry Practice and the provisions of this Article 16. The Operator shall provide 10 (ten) copies of a provisional operation manual (the "**Provisional Operation Manual**") to the Authority no later than the date on which the Prototype is delivered pursuant to Clause 13.6. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Operation Manual, as may be necessary, and provide 10 (ten) copies of the Operation Manual, accompanied by an electronic copy thereof, no later than the 15 (fifteen) days from the date on which it receives any comments from the Authority. The Operation Manual shall be revised and updated once every year and the provisions of this Clause 16.3 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Authority and the Operator expressly agree that until the Operation Manual is provided hereunder, the Provisional Operation Manual shall apply.

16.3.2 The Operation Manual shall include:

(a) instructions to operating staff for operation of the Bus;

(b) instructions for troubleshooting the Buses, including any software incorporated in the Buses;

(c) dos 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 Buses.

16.4 Routes and Schedules

16.4.1 The Parties agree that the Authority shall have the exclusive right to determine routes, frequency and schedule of the Buses as part of Deployment Plan throughout the Contract Period. The Authority shall provide the routes to the Operator for operation of the Buses as specified in Schedule-J (the "**Deployment Plan**"). All Operational Routes will be such that their origin, destination and opportunity charging location is one or more Maintenance Depots allocated to the Operator as per Schedule-A.

16.4.2 The Authority shall be required to consult with the Operator in case it carries out a change to any Operational Route, provided the Authority shall have no obligation to accept or be bound by any suggestions made by the Operator as part of such consultation. Notwithstanding anything to the contrary, the Authority agrees that any revised Operational Route shall only have an origin, final destination and opportunity charging location at one of the Maintenance Depots or an Opportunity Charging Station allocated to the Operator as per Schedule-A. The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the avoidance of doubt, it is clarified that the Authority may amend the Operational Routes by providing at least 5 (five) days prior notice to the Operator under and in accordance with the provisions of this Agreement. Provided further that if the Authority changes any Operational Routes pursuant to this Clause 16.4.2, there shall be no reduction in the Monthly Assured Bus Kilometers.

16.4.3 Subject to the requirements set out in Clause 16.4.2 and this Clause 16.4.3, the Authority may change an Operational Route any number of times. However, the Authority shall not change any Operational Route (involving a change of the origin, destination or opportunity charging locations) more than [] times in a Contract Year per Bus to ensure operational efficiencies.

16.4.4 Subject to Clause 16.4.3, the Authority may, after providing notice to the Operator, change the Operational Route(s)/ frequency/ schedule of the Buses due to any reason whatsoever including but not limited to passenger feedback, special circumstances, festivals and seasonal requirements. In case the Authority makes any such change(s), it shall notify the Operator in writing 5 (five) days prior to required implementation of such change. Provided however, that any given time during the Contract Period, all Operational Routes must have an origin, destination and opportunity charging location at one of the Maintenance Depots as per Schedule-A.

16.4.5 Unless directed by the Authority, the Operator shall maintain the frequency of the Buses as specified in the Deployment Plan.

16.4.6 The actual hours of operations for each Bus in a day shall be specified by the Authority in the Deployment Plan. The Parties agree that the hours of operation may be segregated into peak hours and off-peak hours of operation.

16.4.7 In the event there is a need for change in the Operational Route of a Bus, the Operator shall inform the control center established by the Authority for monitoring of all activities ("**Control Centre**") and the same shall be tallied with the change in route length measured by the Intelligent Transit Management Systems ("**ITMS**") installed by the Operator or the odometer reading at the end point of the route and the distance so measured shall be reckoned for the purpose of making payment to the Operator.

16.4.8 Notwithstanding anything contained in Clause 16.4, if the Authority wishes to deploy a Bus on any route which requires the Bus to undergo opportunity charging at a location that is not a Maintenance Depot as per Schedule-A ("**Opportunity Charging Stations**"), then the Authority shall, at its cost, be responsible for procuring and providing to the Operator:

(a) vacant and unencumbered possession of land and right of way to such location on which the Operator will be required to install the charging infrastructure;

(b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV connection) and sub-station (if required) up to 415 V; and

(c) any and all Applicable Permits that might be required for installing and operating the charging infrastructure at such location.

Any deployment of Buses undertaken pursuant to this Clause 16.4.8, as well as payment of the cost of any additional charging infrastructure installed by the Operator, shall be undertaken by way of a Change of Scope in accordance with Article 15.

16.5 Deployment Plan

16.5.1 The Authority shall develop a Deployment Plan according to which the Operator shall operate the Buses. The parameters to be included in the Deployment Plan are set out in Schedule-J and shall include:

i. details of the Operational Routes;
ii. schedules of the Buses (including description of Bus Stops); and
iii. frequency and schedule providing Bus headways, based on-peak and off-peak hours, (the "**Deployment Plan**").

16.5.2 A Deployment Plan shall be submitted to the Operator in accordance with the timelines set out in Clause 4.1.2. Within 15 (fifteen) days from the date of submission of the Deployment Plan by the Authority, the Operator shall review and provide comments, if any, on the draft Deployment Plan. The Parties expressly agree and acknowledge that any comments provided by the Operator on the Deployment Plan shall be solely from the perspective of ensuring compliance with the terms of this Agreement. The Authority may, in its sole discretion, incorporate any of the Operator's comments and submit a revised Deployment Plan within 15 (fifteen) days from the date on which it receives comments from the Operator. Any dispute between the Parties on the Deployment Plan shall be settled in accordance with the Dispute Resolution Procedure.

16.5.3 The Operator shall operate the Buses in accordance with the Deployment Plan finalised pursuant to Clause 16.5.2 and shall at all times ensure that the required routes and frequency of Buses is maintained as specified under the Deployment Plan or as per the instructions of the Authority issued from time to time.

16.5.4 The Operator shall ply the Buses in accordance with the Deployment Plan.

16.5.5 The Authority reserves the right to make changes to the Deployment Plan from time to time with prior notification, of at least 5 (five) days, of such change to the Operator. The Parties agree that changes to the Deployment Plan by the Authority shall not have an effect of exceeding 20% (twenty percent) of the Total Scheduled Bus Kilometers as mentioned in the Deployment Plan.

16.5.6 If, pursuant to any revisions in the Deployment Plan under Clause 16.5.5, the Operator is of the view that it will be unable to meet any of the Key Performance Indicators set out in Article 20, it shall issue a notice to the Authority setting out in detail its reasons. The Operator shall provide all necessary documentation and data in support of its claim. Upon such a notice being issued, the Parties shall discuss in good faith with a view to agreeing on such revisions to the Deployment Plan as may be necessary while ensuring that the Operator is not unduly prevented from achieving the Key Performance Indicators. Any dispute between the Parties on any revisions to the Deployment Plan shall be settled in accordance with the Dispute Resolution Procedure.

16.5.7 If, based on the operations of the Buses and the data collected from the ITS, there are delays in completing Bus trips for a continuous period of 1 (one) month, and such delays are not a result of a breach by the Operator of its obligations under this Agreement, the Authority may, in its sole discretion, review and revise the Deployment Plan with a view making such changes as may be required in order to eliminate such delays.

16.5.8 Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the Deployment Plan shall not reduce the Monthly Assured Bus Kilometers and the Operator shall continue to be paid the Fee calculated in accordance with Article 22.

16.6 Incidents En-Route

16.6.1 In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users, failing which itwill be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.

16.6.2 The Operator shall ensure regular communication with Buses throughout the Operation Period by making use of relevant technology as specified in this Agreement, more specifically provided in Clause 19.7.

16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus 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 of 20 kms deduction for each such incident. The Operator shall, on a best effort basis provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.

16.6.4 The Operator shall make provisions for the adequate availability of first aid kits on the Buses or at the Maintenance Depots for assisting any persons or Users in need of first aid on-site and shall also co-ordinate with the relevant Government Instrumentalities including but not limited to the police to ensure timely medical help to any injured Users.

16.6.5 The Operator shall extend all cooperation requested by the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation to any incidents on the Buses.

16.7 Advertising on Buses and Maintenance Depots

16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.

16.7.2 The Authority shall ensure that the display of any advertisements on the Buses and Maintenance Depot does not interfere in any way with the performance by the Operator of its obligations under this Agreement.

16.7.3 The Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part of the Maintenance Depots are damaged due to the placement of any advertisements or any other form of display material. The Authority 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 Buses. If any damage is caused to the Buses or the Maintenance Depots directly as a result of the placement of any advertisements by the Authority, the Authority shall be liable to reimburse the Operator all costs incurred by the Operator in rectifying such damage.

16.7.4 <u>Placement of Advertisement</u>

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

(b) The Authority may place the advertisement on the boundary wall of the Maintenance Depots or any other slot identified by the Authority.

16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.

16.8 User Fare

16.8.1 On and from the Lot COD of the first Lot of Buses till the Transfer Date, the Authority or a third party nominated by the Authority ("**Authority Nominated Personnel**") shall have the right to demand, collect and appropriate User Fare from the Users in accordance with this Agreement.

16.8.2 The Authority or Authority Nominated Personnel shall, in accordance with Clause 16.8.1 above, provide conductors for collection of the User Fare, every day prior to commencement of operations for the day, at the Maintenance Depot and on the time decided by the Authority. In the event the conductor does not report on time (with a relaxation of up to 5 minutes) or remains absent, the Operator shall promptly inform the Authority's Representative, who shall provide a replacement promptly.

16.8.3 The Operator acknowledges and agrees that upon payment of User Fare to the Authority or the Authority Nominated Personnel, any User shall be entitled to use the Buses and the Operator shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permits or the provisions of this Agreement. It is clarified that the Authority or Authority Nominated Personnel shall collect User Fare from passengers prior to boarding the Bus and the Operator shall have the right to refuse entry to passengers refusing payment of the User Fare.

16.8.4 The Operator and its employees shall always extend courtesy while interacting with public.

ARTICLE-17: MAINTENANCE OF BUSES

17.1 Maintenance Obligations

17.1.1 The Operator shall maintain all 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 meters) long and 20 m (twenty meters) wide, within the Maintenance Depot.

17.2 Maintenance Manual

17.2.1 The Operator shall prepare a repair and maintenance manual (the "**Maintenance Manual**") for the maintenance of Buses in conformity with Good Industry Practice and the provisions of this Article 17. The Operator shall provide 10 (ten) copies of a provisional maintenance manual (the "**Provisional Maintenance Manual**") to the Authority no later than 90 (ninety) days from the Appointed Date. The Authority may review the Provisional Maintenance Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 50 (fifty) copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days from the date on which it receives comments from the Authority. 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.

17.2.2 The Maintenance Manual shall include details of the periodic intervals at which the Operator will perform its Maintenance Obligations on each Bus ("**Scheduled Maintenance**"). The Operator shall ordinarily undertake Scheduled Maintenance at the Maintenance Depots and shall ensure that the Maintenance Depots are fully equipped with all equipment, tools, tackles, Consumables and Spares required to undertake the Scheduled Maintenance of the Buses.

17.2.3 The Operator shall, at least 15 (fifteen) days prior to the date of any Scheduled Maintenance issue a notice to the Authority identifying the Buses that will undergo such Scheduled Maintenance. Such notice shall also specify the estimated time required for such Scheduled Maintenance and the estimated date on which such Buses will be made available for operations.

17.2.4 Any maintenance or repair of a Bus, not being Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Operator as unscheduled maintenance (the "**Unscheduled Maintenance**"). The Parties expressly agree that any and all Unscheduled Maintenance shall be undertaken promptly to procure efficient, safe and reliable operation of the relevant Bus. Any and all Unscheduled Maintenance shall form part of the Maintenance Obligations and shall be undertaken by the Operator at its own cost and expense.

17.2.5 The Operator shall, within 3 (three) days of the arrival of a Bus at a Maintenance Depot for Unscheduled Maintenance arising out of the reasons specified in Clause 17.2.4, furnish to the Authority in reasonable detail the particulars of defects, deficiencies or damages.

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 tyres, tubes, 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 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 Bus which may be defective, damaged or worn out, by a substitute thereof (the "**Spares**") for the efficient Operation and Maintenance of a Bus.

17.3.3 The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, axle-boxes, brake components, wind shield, and under-transmission 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, the Authority shall be liable for the costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.

17.3.4 The Operator shall, at its cost, maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations.

17.4 Maintenance Requirements

The Operator shall procure that at all times during the Contract Period, each and every Bus conforms to the maintenance requirements set forth in Schedule-I (the "**Operation and 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 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 rate of INR 2,500 per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

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 Demobilization due to Emergency

17.6.1 If in the reasonable opinion of the Authority, there exists an Emergency which warrants the demobilization of a Bus, the Authority shall be entitled to demobilize the Bus for so long as such Emergency and the consequences thereof warrant; provided that such demobilization 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-mobilize the Bus as quickly as practicable after the circumstances leading to its demobilization have ceased to exist or have so abated as to enable the Operator to re-mobilise the Bus and shall notify the Authority of the same without any delay. For the avoidance of doubt, the demobilisation of any Bus pursuant to this Clause 17.6 shall not affect the Monthly Assured Bus Kilometers and the Authority shall continue to pay the Fee to the Operator in accordance with Article 22.

17.7 Authority's right to take remedial measures

In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, 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. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. 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 Users or render the use of a Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement, 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 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, adverse weather conditions, 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 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.

17.8.4 The Parties agree that if the Authority takes over the performance of any or all the rights or obligations of the Operator pursuant to Clauses 17.8.1, 17.8.2 or 17.8.3, then:

(a) the period during which the Authority has taken over the operation of the Buses shall be excluded for determining compliance with the Key Performance Indicators in accordance with Article 20;

(b) the Authority shall continue to pay the Operator for the Monthly Assured Bus Kilometres in accordance with Clause 22.4 for the period during which the Authority has taken over the operation of the Buses; and

(c) the Authority shall be liable for any damage caused to the Buses during the period in which it has taken over the operations of the Buses.

17.9 Restoration of loss or damage to the Buses

Save and except as otherwise expressly provided in this Agreement, in the event that a 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 Bus conforms to the provisions of this Agreement.

17.10 Modifications to the Buses

The Operator shall not carry out any material modifications to a Bus save and except where such modifications are necessary for the Bus to operate in conformity with the Specifications and Standards, Maintenance Obligations, Good Industry Practice and Applicable Laws; provided that the Operator shall notify t he 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 Operation Assistance

17.11.1 The Operator shall operate the Buses in accordance with the Operation Manual, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11.2 The Operator shall ensure that its staff are familiar and well versed with the Operation Manual.

17.11.3 The Operator shall bear the cost of electricity, including over and above the Allowed Energy Consumption, in accordance with Schedule-S.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe operation of Buses, except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or

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 Users or render the use of a Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement, 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 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, adverse weather conditions, 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 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.

17.8.4 The Parties agree that if the Authority takes over the performance of any or all the rights or obligations of the Operator pursuant to Clauses 17.8.1, 17.8.2 or 17.8.3, then:

(a) the period during which the Authority has taken over the operation of the Buses shall be excluded for determining compliance with the Key Performance Indicators in accordance with Article 20;

(b) the Authority shall continue to pay the Operator for the Monthly Assured Bus Kilometres in accordance with Clause 22.4 for the period during which the Authority has taken over the operation of the Buses; and

(c) the Authority shall be liable for any damage caused to the Buses during the period in which it has taken over the operations of the Buses.

17.9 Restoration of loss or damage to the Buses

Save and except as otherwise expressly provided in this Agreement, in the event that a 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 Bus conforms to the provisions of this Agreement.

17.10 Modifications to the Buses

The Operator shall not carry out any material modifications to a Bus save and except where such modifications are necessary for the Bus to operate in conformity with the Specifications and Standards, Maintenance Obligations, Good Industry Practice and Applicable Laws; provided that the Operator shall notify t he 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 Operation Assistance

17.11.1 The Operator shall operate the Buses in accordance with the Operation Manual, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11.2 The Operator shall ensure that its staff are familiar and well versed with the Operation Manual.

17.11.3 The Operator shall bear the cost of electricity, including over and above the Allowed Energy Consumption, in accordance with Schedule-S.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe operation of Buses, except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or

(c) a breach by the Authority of its obligations under this Agreement and which directly affects the Operator's ability to comply with any of its obligations;

(d) delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;

(e) any road accidents which prevent the Operator from complying with the requirements of this Agreement, including the Key Performance Indicators, provided that the Operator has complied with the notice requirements set out in Clause 13.11.4 and that such accidents were not caused due to reasons attributable to the Operator;

(f) grid failures, power outages or inadequate power supply to the extent it affects the Operator's ability to adequately charge the Buses in accordance with the requirements prescribed in the Operations Manual;

(g) blockade on any Operational Route caused by any Government Instrumentality or other reasons not attributable to the Operator;

(h) compliance with a request from the Authority or the directions of any Government Instrumentality.

Provided that, any such inability to comply with its obligations shall be notified by the Operator to the Authority without any delay. Notwithstanding the foregoing, the Operator shall keep every unaffected Bus available for operations. Further, the Operator shall, in the event that it is prevented from performing any time-bound obligation in connection with the Operations and Maintenance of the Buses and Maintenance Depots on account of any of the events set out in this Clause 17.12, receive an extension of time for the performance of such obligation with the period of such extension being equal to the period during which any of the events set out in this Clause 17.12 subsist.

17.13 Warranties for defects and deficiencies

17.13.1 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 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 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

(d) the Buses shall be capable of performing and would continue to perform as per this Agreement.

17.14 Maintenance Depots

17.14.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall also operate and maintain the Maintenance Depots in accordance with the Specifications and Standards, Good Industry Practices and the provisions of this Agreement.

17.14.2 Subject to adequate space being made available at the Maintenance Depots by the Authority, the Maintenance Depots shall have adequate repair and maintenance facilities for the entire fleet of Buses as well as parking facility for the entire fleet of Buses deployed at such depot.

ARTICLE-18: SAFETY REQUIREMENTS

18.1 Safety Requirements

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

18.2 Guiding principles

18.2.1 Safety Requirements aim at minimising threat of injuries, loss of human life and damage to property resulting from accidents on account of the 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 of the Project 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 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.

(f) Develop a Standard Operating Procedure (including for events involving thermal incidents) and train the relevant staff on the Standard Operating Procedure

(g) Conducting annual safety audit and submission of the report to the Authority

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 Buses and the safety and security of the Maintenance Depots.

18.3.4 The Operator agrees that the Authority shall be entitled to inspect any 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 Fit Out Works

The Operator shall, while undertaking the Fit Out Works at 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 operation of the 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 the 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 Buses and Maintenance Depots. Such recommendations shall be implemented by the Operator in accordance with Safety Requirements, Specifications and Standards and Applicable Laws.

ARTICLE-19 : MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly Status Reports

19.1.1 During the Contract Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. 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.

19.1.3 The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Contract Period in maintenance history register which shall be accessible to the Authority as and when required.

19.2 Accident Reporting

The Operator shall, prior to the close of each day, send to the Authority, by facsimile or email, a report containing details of any failures, accidents and other unusual occurrences relating to the Buses. 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. For the purposes of this Clause 19.2, unusual occurrences on a Bus shall include any other troubles or events involving a Bus during operations.

19.3 Inspection

The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare 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 shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5.

19.4 Tests

For determining that the Buses are being maintained in conformity with 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. Provided that, the date and time of such tests shall be mutually discussed and agreed by the Parties keeping in mind the operation hours of any such Bus as per the Deployment Plan.

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 19.4 and furnish a report in respect thereof to the Authority within 7 (Seven) 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 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 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 INR 2,500 per bus times the number of buses allocated to the specific depot.

19.6 Responsibility of the Operator

19.6.1 It is expressly agreed between the Authority and the Operator 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

The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P (**"Intelligent Transit System"**, **"ITS"**) complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.

ARTICLE-20 : KEY PERFORMANCE INDICATORS

20.1 Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Operator shall operate and maintain every Bus such that it achieves the performance indicators comprising Reliability, Operational Availability, Start Punctuality, Arrival Punctuality, Trip Speed, Frequency, Safety and Infractions as specified in this Article 20, (the "**Key Performance Indicators**").

20.2 Reliability

20.2.1 The Parties agree that the average reliability of all Buses in the fleet shall be measured on a monthly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "**Breakdown Factor**")

20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month.

$$\text{Breakdown Factor (BF)} = \frac{\text{(total no. of Breakdowns of all buses in a month)}}{\text{Total bus kms operated in a month}} \times 10{,}000$$

20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.

20.2.4 The Authority agrees that if the Breakdown Factor is less than 0.5 (zero decimal five), then for every 0.1 (zero decimal one) decrease in the Breakdown Factor below a factor of 0.5, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.3 Operational Availability

20.3.1 After Lot COD of each Lot as per the Delivery Schedule, a Bus shall be deemed to be available for operation at all times, save and except for the instances set out in Clause 20.3.2 below.

20.3.2 The Parties agree that the period for which a Bus is deemed to be not available for operation shall be as follows:

a) Bus is not available at the scheduled start of shift(s) turnout time as per the Deployment plan.

b) Bus held up at Maintenance Depot/ workshop for any reason during shift(s) schedule turn out time unless such non availability is on account of reason not directly attributable to Operator such as Bus damaged due to riots, natural calamities, vandalism, traffic jams.

20.3.3 The availability of the Buses shall be calculated on a shift(s) basis by dividing the number of Buses available for operations in the start of shift(s) as per the scheduled turn out time (as per Clause 20.3.1 and 20.3.2 above) by the total number of Buses contracted by the Authority under this Agreement multiplied by 100 (one hundred" ("**Availability**").

$$\text{Availability} = \frac{\text{Total no. of buses available for operations in the start of shift(s) x 100}}{\text{Total number of buses as per plan}}$$

20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Contract Period is equal to 95%" ("**Guaranteed Availability**"). To ensure this availability:

- Operator may maintain requisite number of spare buses form the date ofLot COD for each lot as per the Delivery schedule.
- Authority should provide additional space for these Additional Buses

20.3.5 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the events mentioned in Clause 17.12, the Buses affected by such events will be deemed to be Available for the duration of the event.

20.3.6 The Operator agrees that for any reduction in the Availability as compared to the Guaranteed Availability, it shall pay Damages to the Authority as per the table below: The Damages payable by the Operator for a failure to meet the Guaranteed Availability shall be payable monthly.

Damages in case of reduction in Guaranteed Availability			
Availability	Less than 95% and up to 90%	less than 90% and up to 85%	Less than 85%
Damages payable per non available Bus	50 bus kms / shift/ non available Bus	60 bus kms/ shift/ non available Bus	70 bus kms/ shift/ non available Bus

20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.

20.3.8 Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed. The technical team will inspect the buses before they are put in services after refurbishment of the Bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

20. 4 Punctuality

20.4.1 The starting time punctuality of the Buses shall be measured on a monthly basis in terms of the percentage of on-time start of trips (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in the relevant month ("**Start Punctuality**"). The total number of trips where a Bus started late (or did not start) during the month compared to the start time as set out in the Deployment Plan will be recorded and subtracted from the total number of trips operated in such month to arrive at the number of trips operated that started on-time as per the Deployment Plan.

20.4.2 The Operator agrees that the arrival punctuality of the Buses at the end destination of the relevant Operational Route shall be measured on a monthly basis in terms of the percentage of trips with on-time arrival at the final destination (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in such month ("**Arrival Punctuality**"). The total number of trips where a Bus arrives late at the final destination during the month will be recorded and subtracted from the number of trips operated in such month to arrive at the on-time arrival trips.

20.4.3 With respect to the Start Punctuality, the Parties agree that the Operator may exercise a relaxation up to 5 (five) minutes for the start time of the Bus schedule as set out in the Deployment Plan. With respect to the Arrival Punctuality, the Parties agree that the Operator may exercise a relaxation up to 10% (ten percent) of the total scheduled trip time as set out in the Deployment Plan (subject to a maximum of 15 (fifteen) minutes).

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) in any month ("**Guaranteed Start Punctuality**") and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) in any month ("**Guaranteed Arrival Punctuality**") respectively.

20.4.5 The Operator agrees that for every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality shall be calculated at the end of each month. Provided however, if, based on a verification of the Start Punctuality or the Arrival Punctuality in any month, the Authority determines that the Operator has failed to achieve the Guaranteed Arrival Punctuality directly as a result of a failure to achieve the Guaranteed Start Punctuality, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators.

20.4.6 The Authority agrees that if, in any month, the Start Punctuality or the Arrival Punctuality is more than the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality for that month respectively, then for every 1% increase in the Start Punctuality or the Arrival

Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees. The incentive (if any) payable by the Authority to the Operator in accordance with this Clause 20.4.6 shall be calculated at the end of each month.

20.5 Frequency

20.5.1 The frequency of operation of all available Buses (as determined in accordance with Clause 20.3 above) shall be measured on a monthly basis in terms of:

(a) a percentage of the cumulative completed trips travelled by all Buses to the aggregate number of scheduled trips for the same time period ("**Trip Frequency**"); and

(b) a percentage of the cumulative Bus Kilometres travelled by all Buses to the aggregate scheduled Bus Kilometres for the same time period ("**Bus Kms Frequency**").

20.5.2 The Operator agrees that the guaranteed Trip Frequency ("**Guaranteed Trip Frequency**") and the guaranteed Bus Kms Frequency ("**Guaranteed 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 Unless otherwise set out in the Deployment Plan, the Authority shall provide minimum of [5] hours for every bus, at depot during each night, for charging, maintenance and any other activities.

20.5.4 The Buses in each direction shall be operated by the Operator in line with the Deployment plan provided by the Authority.

20.5.5 The Operator agrees that for every 1% reduction in the Trip Frequency or the Bus Kms Frequency, as the case may be, as compared to the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency shall be calculated at the end of each month. Provided however, if, based on a verification of the Trip Frequency or Bus Kms Frequency, the Authority determines that the Operator has failed to achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or *vic-e-versa,* then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the case may be.

20.5.6 The Authority agrees that if, in any month, the Trip Frequency or the Bus Kms Frequency is more than the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, respectively, then for every 1% increase in the Trip Frequency or the Bus Kms Frequency over and above the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, as the case may be, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6 Safety of Operations

20.6.1 The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per 10,000 Kms (Ten thousand kilometers) (the "**General Safety**") and the number of severe accidents per month (the "**Severe Safety**"), respectively.

20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor.

$$\text{Minor Accident Factor} = \frac{\text{No of minor accidents in a month x 10,000}}{\text{Total Bus kms in a month}}$$

The Severe safety shall be calculated in terms of number of Major Accidents.

20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).

20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.

20.6.5 The Authority agrees that if the General Safety is less than 0.005 (zero decimal zero zero five), then for every 0.001 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6.6 Event of serious incidents such as Bus catching fire for more than 4% (four Percent) of the lot within a period of 3 (three) months, in such situations Authority may direct Operator to take all Buses off road of that lot and ask the Operator to identify and rectify the cause. Operator may even be asked to check the complete fleet and subjected to thorough inspection by the Authority. No Monthly Assured Bus Kilometre payment will be applicable for non-operation of Buses during such period.

20.7 Operational Infractions

20.7.1 The Operator shall Operate and Maintain the Buses so as to minimize the occurrence of any of the Operational Infractions. An Operational Infraction may be identified by the Authority (or the Authority's Representative) either through inspections of the Buses and Maintenance Depots, User complaints or review of the data generated from the ITS.

20.7.2 The Operator agrees that upon the occurrence of any Operational Infraction, it shall pay to the Authority Damages of an amount corresponding to the breach of such Operational Infraction as set out in Schedule-T. In the event of any repeated Operational Infractions, the rate of Damages payable by the Operator shall increase in accordance with the provisions of Schedule-S.

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 (as per the format in schedule X) containing details of the compliance with the Key Performance Indicators of each Bus as measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority for the purposes of determining whether the Operator is achieving the Key Performance Indicators as set out in this Article 20.

20.8.2 The Operator shall keep backup for at least 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.

20.9 Passenger Charter

The Operator shall implement a charter articulating the rights and expectations of Users (the "**Passenger Charter**") as provided by the Authority. 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 Cap on Damages for failure to achieve Key Performance Indicators

The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.

20.11 Cap on incentives for exceeding to achieve Key Performance Indicators

Any incentives payable by the Authority to the Operator for exceeding the prescribed Key Performance Indicators in accordance with this Article 20 and rates Specified in Schedule U in any month shall be capped at 5% of the aggregate Monthly Fees for the respective Month.

20.12 Initial Operating Period

During the first 30 (thirty) days of Operations after the first Lot COD as per the Delivery Schedule, the Authority shall provide allowance of up to 25% of the respective Key Performance Indicators to the Operator except safety of operations as per Clause 20.6.

4. Part IV Financial Covenants

ARTICLE-21 : FINANCIAL CLOSE

21.1 Financial Close

21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 24 weeks from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 180 (One Hundred and Eighty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to paymentof Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security foreach day of delay; provided that the Damages specified herein shall be payable every week inadvance and the period beyond the said 60 (sixty) days shall be granted only to the extent ofDamages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure; and provided further that, if such delay in achieving Financial Close has occurred directly as a result of the Authority's delay in grant of vacant access and Right of Way to the Depot Sitesand Maintenance Depots in accordance with Article 10, the Authority shall pay Damages to the Operator in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay. For the avoidance of doubt, the Damages payable hereunder by the Operator shall be in addition to the Damages, if any, due and payable under the provisionsof Clause 4.3 for a failure by the Operator in fulfiling any of its Conditions Precedent specified in Clause 4.1.3.

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, the Authority shall have the right to terminate this Agreement.

21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash from the Performance Security, an amount equal to the Bid 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 4.3.

ARTICLE-22: FEE

22.1 Fee

22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS platform in fulfilment of the Operators obligations under this Agreement (the "**Fee**").

22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner:

a) If the actual Bus Kilometers travelled by all Buses is equal to aggregated Monthly Assured Kilometers, then Fee shall be calculated by multiplying the PK Fee (with approved rate per km) with such actual Bus Kilometers

b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:
*Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))*

c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:
*Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))*

For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.

22.1.3 The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:

(a) distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan;

(b) distance travelled by a 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 a Bus from its last Bus Stop as per the Deployment Plan to the Maintenance Depot at the end of the day's service; and

(d) Distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority

22.1.4 The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not authorized by the Authority or not captured in the ITMS platform or otherwise not in accordance with the terms of this Agreement.

22.1.5 For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus Kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.

22.1.6 In the event Bus Kilometers is not captured by ITMS on account of default of authority, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer

22.1.7 The Authority shall deposit the Fee due and payable to the Operator subject to and in accordance with this Article 22, into the Escrow Account.

22.2 Payment of Fee

22.2.1 After the Lot COD for the first Lot of Buses, and for each subsequent month of the Contract Period, the Operator shall submit a monthly invoice in accordance with clause 22.1.2, in respect of each Bus which has been put into commercial operation, in accordance with Clause 14.2.1, in the relevant month within 7 (seven) days from the end of each month ("**Invoice**"). The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month.

22.2.2 Each Invoice shall set out the following amount

(a) the Fee payable to the Operator for such month, based on the methodology defined in clause 22.1.2 for all Buses deployed in such month;

(b) any costs, Damages or other charges that the Operator is entitled to recover from the Authority in terms of this Agreement;

(c) any costs, Damages or other charges that the Authority is entitled to recover from the Operator in terms of this Agreement as notified by the Authority to the Operator and to which the Operator has no dispute;

(d) cost of electricity to be reimbursed by the Authority to the Operator in accordance with Clause 22.5; and

(e) [any taxes if applicable on the GCC rates shall be borne by the authority.],

(collectively referred as the "**Invoice Amount**").

22.2.3 The Authority shall within a period of 15 working days of the receipt of invoice, will check internal records and make payment of the total invoice amount through Escrow Account. All payment shall be made by Authority to the operator after making any Tax deductions at source under applicable laws.

22.3 Monthly Assured Kilometers

22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometers scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than **3,900 km** respectively (the "**Monthly Assured Bus Kilometers**" for respective Lot). For the first month, the Monthly Assured Bus Kilometers for each Bus shall be calculated ona pro rata basis for the number of days each Bus has been put into Commercial Service duringthe period commencing from the Lot COD of such Bus and expiring at the end of the first month od the Contract Year. Notwithstanding anything to the contrary, for any Buses whichare procured and put into Commercial Service after the end of the first month of the ContractYear, the Monthly Assured Bus Kilometers for each such Bus for that Contract Year shall becalculated on a pro rata basis for the number of days such Bus has been in Commercial Serviceduring the period commencing from the Lot COD of such Buses and expiring at the end of that respective month.

22.3.2 In the event that a Bus made available by the Operator is not deployed for reasons directly attributable to the Authority or due to a Force Majeure Event, and as a result the Bus operates for less than the Monthly Assured Bus Kilometers in any month, then the Authority will pay to the Operator, the Fees that is calculated in accordance with clause 22.1.2.

22.3.3 If the Authority utilizes any Bus Kilometers over and above the Monthly Assured Bus Kilometers, the Operator shall be entitled to receive Fees for such additional Bus Kilometers, calculated in accordance with clause 22.1.2.

22.4 Revision of Fee

22.4.1 The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "**Revision in PK Fee**" will be calculated based on the formulae given below:

PK fees (revised) = (PK fees) + (PK Fee x (CPIMonth – CPIBase)/ CPIBase x 0.15) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.35)

Where,
CPI $_{Base}$ = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date.

CPI $_{Month}$ = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable.

MW_{Base}= Minimum wages notified by the Labour department of state of Rajasthan applicable at the time of bid end date for skilled category

MW_{Month}= Minimum wages for skilled category for particular month, notified by the Labour department of state of Rajasthan.

22.4.2 The Parties agree that the PK Fee shall stand revised pursuant to any amendment in accordance with this Clause 22.4 and shall become the base PK Fee payable to the Operator under this Agreement.

22.5 Electricity Cost

22.5.1 The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.

22.5.2 The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot shall be [•] ("**Allowed Energy Consumption**" for Lot). For the avoidance of doubt, the Allowed Energy Consumption will be calculated as follows:

*Allowed Energy Consumption = (1.3 kWh/km * Actual Bus Kms operated in a year for Ac Double Decker Electric Buses)*

To further clarify, the Allowed Energy Consumption will be calculated for only the type(s) of Buses which are deployed with the Authority.

For illustration purpose only:

A	Allowed Energy Consumption (kWh)	7,410
B	Base Electricity Tariff (INR/unit)	5
C	Actual Electricity Tariff (INR/unit)	7
	Case 1: Metered Energy Consumed > A	
D	Billed units by DISCOM	8,000
E	Electricity tariff variation to be paid for (units)	7,410
F	Variation to be paid E*(C-B)	14,820
	Case 2: Metered Energy Consumed <= A	
G	Billed units by DISCOM	7,000
H	Electricity tariff variation to be paid for (units)	7,000
I	Variation to be paid H*(C-B)	14,000

22.5.3 The cost of any electricity consumed on account of (i) charging of the Buses requiring electricity in excess of the Allowed Energy Consumption; (ii) the use of any other equipment, plant and machinery at the Maintenance Depot (apart from the Charging Infrastructure); and (iii) the Operations and Maintenance of the Maintenance Depot including taxes and other charges imposed by the local DISCOM, shall be payable by the Operator.

22.5.4 The Operator/Authority may install a sub-meter to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority.

ARTICLE-23 : DAMAGES FOR DELAY

23.1 The Authority hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Operator by paying Damages as per Schedule U in addition to other compensation provided for in this agreement.

23.2 The Operator hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Authority by paying Damages as per Schedule V in addition to other compensation provided for in this agreement.

23.3 For all amounts payable under Clause 23.1 and 23.2, concerned Party shall raise invoices on the other Party on a monthly basis. Such amounts shall be payable by the other Party or otherwise adjusted against other payments due within 30 (thirty) days of receipt of notice.

23.4 Any deferment or delay in raising invoices shall not absolve the other Party from its obligation to pay the amounts that have accrued.

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 handed over to the Authority upon Termination of this Agreement or expiry of the Contract Period. The Parties expressly agree that for and in respect of the transfer hereunder, the provisions of Article 33 shall apply *mutatis mutandis*.

24.1.2 Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure) shall vest in the Authority without any Encumbrance.

ARTICLE-25 : INSURANCE

25.1 Insurance during Contract Period

The Operator shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required under this Agreement, 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 Contract Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Contract Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Construction All Risk policy during the period of Fit Outs

(b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any;

(c) 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 Bus on account of any negligence of the Operator or a defect or deficiency in a Bus;

(d) the Operator's general liability arising out of the Agreement;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

25.3 Notice to the Authority

No later than 15 (fifteen) days from the Appointed 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 15 (fifteen) 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

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.

25.5 Remedy for failure to insure

If the Operator fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Operator, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Operator.

25.6 Waiver of subrogation

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

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

The proceeds from all insurance claims, except life and injury, shall be paid to the Operator, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Buses or Maintenance Depots.

25.9 Compliance with conditions of insurance policies

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.

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 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.

26.1.3 On or before the expiry of 3 (three) 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 5 (five) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. In case the bidder has an existing statutory auditor meeting the eligibility criteria mentioned in Schedule-T, the Operator shall request the Authority for appointment of the existing auditors for the project. The Authority may, at its discretion agree to the appointment of the operator's existing Statutory Auditor for the project. 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

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

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.

ARTICLE-27 : ESCROW ACCOUNT

27.1 Escrow Account

27.1.1 The Authority shall, prior to the Appointed Date open and establish an account ("**Escrow Account**") with a Bank ("**Escrow Bank**") in accordance with this Agreement and the Escrow Agreement.

27.1.2 For the purpose of opening and operating the Escrow Account, the Authority shall, as a Condition Precedent, enter into an agreement with the Operator and Escrow Bank ("**Escrow Agreement**") in accordance with the format provided in Schedule-M to this Agreement.

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) All Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;

(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI in relation to the Project;

(d) amounts towards insurance claims, if any, received;

(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(f) any amounts towards Termination Payment due to the Operator;

(g) all revenues generated and all the income accruing from the Project including but not limited to the daily farebox and non-farebox revenue and advertising revenue, etc.; and

(h) any other revenues or capital receipts from or in respect of the Project.

27.3 Withdrawal During Contract Period

27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of the 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 may be necessary pursuant to the terms of this Agreement, 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 Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority related to the manpower deployed exclusively for the Project;

(d) 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;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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

27.4 Withdrawal upon Termination

(a) Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, the amounts standing to the credit of the Escrow Account mentioned below shall be appropriated in the following order.

(b) all taxes due and payable by the Operator for and in respect of the Project;

(c) 90% (ninety per cent) of Debt Due;

(d) all payments and Damages certified by the Authority as due and payable to it by the Operator;

(e) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;

(f) outstanding Debt Service including the balance of Debt Due;

(g) incurred or accrued Fees;

(h) any payments due and payable to the Authority;

(i) any other payments required to be made under this Agreement; and

(j) balance, if any, in accordance with the instructions of the Authority.

Provided that no appropriations shall be made under Sub-clause (h) of this Clause 27.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 33. 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.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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 use of the Buses by the Users 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 Buses.

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

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 at the Maintenance Depots and within the Buses for the prevention of vandalism, arson, 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 Buses.

28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses and at the Maintenance Depots. The Operator shall co-operate with any relevant organisations appointed by the Authority for the purpose providing security. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, in order to ensure security within the Buses, without unduly or unreasonably disrupting the operations of the 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 Buses and the Maintenance Depots and to search any person or vehicle entering the Depot Sites or departing there from, without unduly or unreasonably disrupting the operations of the 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 Buses are allowed free ingress and egress from the limits of the Buses and the Maintenance Depots without any unreasonable interference by the personnel of the Authority, including the security personnel employed by or on behalf of the Authority.

5. Part V Force Majeure and Termination

ARTICLE-29 : FORCE MAJEURE

29.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean, save and except as expressly provided otherwise, occurrence in Rajasthan of any Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 29.2, 29.3 and 29.4, respectively, if, and to the extent, 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) could not have been prevented or overcome by the Affected Party by exercise of due diligence and by following Good Industry Practice, and (c) has a Material Adverse Effect on the Affected Party.

29.2 Non-Political Event

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

(a) act of God, epidemics, pandemics, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;

(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or directly 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 an Indirect 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 Buses or equipment to India if such delay or failure is caused outside India by any event specified in Subclause (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 judgement or order of 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 Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or

(g) any event or circumstances of a nature analogous to any of the foregoing.

29.3 Indirect Political Event

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, Fit Out Works at the Maintenance Depots or fulfilment of Operations and Maintenance obligations of 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 perform its obligations under this Agreement, with or without modifications, in the event of stoppage of any 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;

(h) the imposition, by any Government Instrumentality, of any lockdowns, curfews or mandatory quarantine rules arising out of the occurrence of any Non-Political Event or otherwise, which prevents the manufacture, procurement and delivery of the Buses, of the Fit Out Works at the Maintenance Depots or fulfilment of the Operations and Maintenance obligations of the Operator for an aggregate period exceeding 7 (seven) days in an Accounting Year; or

(i) any event or circumstances of a nature analogous to any of the foregoing.

29.4 Political Event

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

(a) a Change in Law;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Operator or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, 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 as required by Clause 29.5.1, 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 Contract Period

29.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.2 for fulfilment of Conditions Precedent 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 and up until COD, 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 directly 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, provided that in case of a Change in Law, no additional compensation shall be payable to the Operator if the consequences of such Change in Law have been dealt with under and in accordance with the provisions of Article 36.

For the avoidance of doubt, Force Majeure Costs shall only include costs directly attributable remedying, rectifying and/or mitigating such Force Majeure Event and shall not include interest payments on debt, O&M Expenses, any increase in the cost of the Fit Out Works or the Buses on account of inflation, loss of income or debt repayment obligations and for determining such costs, the Affected Party shall be required to submit such information as may be relevant to evidence that it has incurred such costs, including documentary proof such as receipts, challans, invoices etc.

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 Event

29.8.1 If a Force Majeure Event affecting all, or substantially all, parts of the Project 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, then and subject to Clause 29.8.2 below, 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.

29.8.2 If a Force Majeure Event affecting all, or substantially all, parts of the Project occurs after the Lot COD has been achieved for at least 80% (eighty percent) of the total Buses procured under this Agreement, and provided that the Authority is fulfiling its obligations under Clause 22.3.2, the Operator shall not have a right to terminate this Agreement for an extended Force Majeure Event under Clause 29.8.1 above.

29.9 Termination Payment for Force Majeure Event

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

(c) an amount equivalent to the Additional Termination Payment 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 computation of the amount payable hereunder.

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 as if it were an Authority Default.

29.10 Dispute resolution

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. Asset redeployment shall be allowed while termination is in process.

29.11 Excuse from performance of obligations

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.

ARTICLE-30 : COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Operator

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

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.

30.3 Extension of Contract Period

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, with such extension being equal in duration to the period by which COD was delayed.

30.4 Compensation to be in addition

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

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.

ARTICLE-31 : SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

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 the 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 incurring any expenses on Operation and Maintenance of 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 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, and in the absence of any mutual agreement between the Parties to the contrary, 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.

ARTICLE-32 : TERMINATION

32.1 Termination for Operator 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 set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Operator shall be deemed to be in default of this Agreement (an "**Operator Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority, the Authority's Representative or due to Force Majeure. The defaults referred to herein shall mean and include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2, 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 9.2, the Operator fails to cure, within a Cure Period of 120 (one hundred and twenty) days, the Operator Default for which whole or part of the Performance Security was appropriated;

(c) the Operator fails to complete the Fit Out Works for the Maintenance Depots within 270 (two hundred and seventy) days from the Scheduled Maintenance Depot Completion Date, as may be extended in accordance with the terms of this Agreement;

(d) the Operator fails to supply the Prototype within the period specified in Clause 13.6;

(e) the Operator fails to procure and deliver the Buses in accordance with the Delivery Schedule and the amount of Damages payable by the Operator for such delay exceeds the maximum amount specified in Clause 13.9.2.

(f) the Operator is in material breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(g) the Operator is in breach of its obligations under Clause 19.7;

(h) the Operator has failed to make any payment to the Authority within the period specified in this Agreement and the Authority is unable to set-off such amounts from amounts due from it to the Operator in accordance with the terms of this Agreement;

(i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 in any 6 (six) consecutive months or for aggregated 18 months during the period of the Agreement;

(j) a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for 3 (three) consecutive months;

(k) a material breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect on the Authority;

(l) the Operator creates any Encumbrance in breach of this Agreement;

(m) the Operator repudiates this Agreement (or any part thereof) or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement (or any part thereof);

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) 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 on the Authority;

(p) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect on the Authority;

(q) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Operator suffers an Insolvency Event;

(s) The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect provided that, the same shall not be considered to be an Operator Default if, 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;

(t) 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;

(u) the Operator submits to the Authority any false statement, notice or other document, in written or electronic form, which has a Material Adverse Effect on the Authority;

(v) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(w) a Suspension of this Agreement pursuant to Clause 31 (to the extent such Suspension is directly attributable to the Operator) for a period exceeding 180 (one hundred and eighty) days;

(x) 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 120 (one hundred and twenty) days.

32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Operator 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 subject to the provisions of Clause 32.1.3.

32.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.4.1 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, (i) 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, or (ii) issue a notice to the Authority requiring it to terminate the Agreement, and upon such notice being issued, the Authority shall, forthwith, immediately terminate this Agreement.

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 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 mean and 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;

(b) the Authority has failed to make any payments to the Operator in accordance with the provisions of this Agreement.

(c) the Authority fails to provide the Right of Way to the Depot Sites in accordance with the terms of this Agreement;

(d) an assignment by the Authority, of its rights, interests and obligations under this Agreement in contravention of Clause 35.5; or

(e) 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 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, andmay 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 after COD, 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.

Provided further that, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any Subsidy and Government Fiscal Assistance received by the Operator from the Program Manager and/or the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress in which case it shall pay to the Operator an amount equal to the actual capital cost of the Fit Out Works completed by the Operator up until the date of Termination as verified.

32.3.2 Upon Termination on account of an Authority Default at any time after the Appointed Date, 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

(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.

It is further clarified that in case of termination on account of an Authority Default, the Authority shall return the Performance Security available with it at the time (if not already released).

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 3% (three per cent above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days of a demand being made by the Operator to the

Authority with the necessary particulars; 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 Contract Period by efflux of time, no Termination Payment shall be due and payable to the Operator; provided that in the event any Project Assets shall have been acquired and installed after the 5th (fifth) anniversary of the COD, 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. Provided that, any Project Assets acquired by the Operator without the prior written consent of the Authority shall not be taken into account when calculating the Termination Payment under this Clause 32.3.4 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

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 the Operator or any shareholder thereof 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. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost.

32.4.2 The Operator may only construct, acquire or install any Specified Assets after the 5th (fifth) anniversary of COD, but before the 10th (tenth) anniversary thereof (and excluding land), with the prior written consent of the Authority and which consent shall not be unreasonably withheld by the Authority. Provided that, any Project Assets constructed, acquired or installed by the Operator without the prior written consent of the Authority shall not be taken into account when calculating any "**Additional Termination Payment**" due to the Operator under this Article 32 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

32.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Buses, provided that the Termination has occurred after COD;

(b) take possession and control of the Maintenance Depots (including the Charging Infrastructure) forthwith;

(c) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;

(d) 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's premises;

(e) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and

(f) 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

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.5, 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.

ARTICLE-33 : DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Contract 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 Contract Period:

(a) remove all its personnel and vacate and deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein and any Opportunity Charging Stations, free and clear of all Encumbrances;

(b) cure the equipment at the Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations (if applicable) of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice, provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring (in each case for reasons not directly attributable to the Operator) no earlier than 120 (one hundred and twenty) days prior to the expiry of the Contract Period, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, including transferring all relevant records, reports, software (including software codes) and manuals, and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, 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 Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations, if any, 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, the Charging Infrastructure and the Opportunity Charging Stations, if any; 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, the Charging Infrastructure and the Opportunity Charging Stations, if any, and Insurance Cover, free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.2 Inspection and cure

Not earlier than 90 (ninety) days prior to expiry of the Contract Period, 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 the determination of the fair market value of such plant and machinery, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon termination

33.4.1 Upon Termination after COD and before the 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 Termination:

(a) procure and deliver forthwith title to, and actual or constructive possession of the Buses and vacate and handover actual or constructive possession of the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, free and clear of all Encumbrances;

(b) cure the Maintenance Depots, all Buses, Charging Infrastructure and Opportunity Charging Stations, if any, of all defects and deficiencies so that the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations including transferring all relevant records, reports, software and manuals and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations 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 Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and shall be assigned or licensed to the Authority free of any Encumbrance for the operational life of these assets;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations to the extent permissible under Applicable Laws;

(e) take all necessary steps to safeguard and protect the Buses, the Charging Infrastructure, the Opportunity Charging Stations, if any, the Maintenance Depot(s) and all other equipment, materials and goods on the Depot Site;

(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 respect of the outstanding insurance claims to the extent due and payable to the Authority;

(g) 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 Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations; and

(h) 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 Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations 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.

33.4.3 Upon Termination of this Agreement prior to the Lot COD of the First Lot of Buses, if the Authority exercises its right to take over the Fit Out Works, the Operator shall be required to handover peaceful possession of the Depot Sites and any Fit Out Works to the Authority no later than 15 (fifteen) days from the date of Termination. If the Authority chooses not to take over the Fit Out Works, the Operator shall clear the Depot Site(s) and handover vacant, peaceful possession of the Depot Site(s) to the Authority no later than 30 (thirty) days from the date of Termination.

33.5 Vesting Certificate

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-O (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.

33.6 Divestment costs etc.

33.6.1 Upon expiry of the Contract Period, the Authority shall bear and pay, all costs incidental to divestment of all of the rights, title and interest of the Operator in the Maintenance Depots, Charging Infrastructure and the Opportunity Charging Stations, if any, in favour of the Authority. It is further clarified that Authority will not reimburse/ bear and pay the capital cost of any of the assets which are to be transferred to the Authority.

33.6.2 In the event of Termination attributable to the Operator, the Operator shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination.

33.6.3 In the event of Termination attributable to the Authority, the Authority shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination. It is further clarified that Authority will not reimburse the capital cost of any of the assets which are to be transferred to the Authority.

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

ARTICLE-34 : DEFECTS LIABILITY AFTER TERMINATION

34.1 Liability for defects after Termination

The Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 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 Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations 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. 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 Contract Year immediately preceding the Transfer Date shall be retained by the Authority for a period of 180 (one hundred and eighty) 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 Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, at any time between 180 (one hundred and eighty) and 15 (fifteen) days prior to the Transfer Date and if it determines that the status of the Buses, Maintenance Depots, Charging Infrastructure or Opportunity Charging Stations 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-D (the "**Defects 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 Defects Performance Security 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 Security 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.

6. Part VI Other Provisions

ARTICLE-35 : ASSIGNMENT AND CHARGES

35.1 Ownership of Project Assets

35.1.1 The Operator shall be the legal and beneficial owner, or shall have legal and beneficial right of use, of the Project Assets during the Contract Period and up until the divestment of its rights in the Project Assets in accordance with Article 33.

35.2 Restrictions on assignment and charges

35.2.1 Subject to Clause 35.3, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority.

35.2.2 Subject to the provisions of Clause 35.3, 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.

35.3 Permitted assignment and charges

The restraints set forth in Clause 35.2 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, other than Project Assets, 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) retention of title and ownership of the Buses by the Lessors, if any;

(e) liens or encumbrances required by any Applicable Law.

(f) subcontracting limited to operations of the buses; and

(g) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.

35.4 Substitution Agreement

35.4.1 The Lenders' Representative, on behalf of Senior Lenders, or Lessor(s) if any 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-R.

35.4.2 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.

35.5 Assignment by the Authority

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 shall, at a minimum, have a credit rating (set by a reputed credit rating agency) that is equal to or better than that of the Authority as of the date of such assignment.

ARTICLE-36 : CHANGE IN LAW

36.1 Increase in costs

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 Operator may so notify the Authority. Upon the issuance of a 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 any amendments to this Agreement or on any other mutually agreed arrangement by which the Authority will compensate the Operator.

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

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 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

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 "**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

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.

ARTICLE-37 : LIABILITY AND INDEMNITY

37.1 General indemnity

37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") from and 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 goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract 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, a breach or default of this Agreement or any related agreement and/or a breach of its statutory duty on the part of the Authority Indemnified Persons.

37.1.2 The Authority shall indemnify, defend, save and hold harmless the Operator and its officers, servants and agents (the "**Operator Indemnified Parties**") 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 (a) defect in title and/or the rights of the Authority in the land comprised in the Depot Sites, and/or (b) 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, 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 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 or 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 Intellectual Property 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 to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Maintenance Depots, Buses, Charging Infrastructure or Opportunity Charging Stations, if any, 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 licence, at no cost to the Authority, authorising continued use of the infringing work. If the Operator is unable to secure such licence within a reasonable time, the Operator shall, at its own expense, and without impairing the Specifications and Standards, 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 become non-infringing.

37.3 Notice and contest of claims

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 reimbursed 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 authorised in writing by the Indemnifying Party;

(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;

(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; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

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

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 with respect to any Termination Payment payable by the Authority in accordance with the terms of this Agreement, shall not exceed Rs. 1 crore (Rupees one crore) per Bus that is procured under this Agreement. 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

The provisions of this Article 37 shall survive Termination.

ARTICLE-38 : RIGHTS AND TITLE OVER SITES

38.1 Operator's rights

For the purpose of this Agreement, the Operator shall have rights to the use of the Depot Sites as the sole and exclusive licensee, 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 parties 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 Depot Sites at all times for the authorised representatives of the Authority and for the persons duly authorised by any Government Instrumentality to inspect the Maintenance Depots, and 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 utility allow free access to the Depot Sites, as the case may be, at all times for the authorised persons and vehicles of the controlling body of such utility.

38.3 Property taxes

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

The Operator shall not sublicense or sublet the whole or any part of 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 for the performance of its obligations hereunder including for Operation and Maintenance of all or any part of the Depot Sites.

ARTICLE-39 : DISPUTE RESOLUTION

39.1 Dispute resolution

a. Any dispute, difference, or controversy of whatsoever nature 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 2 below.

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

39.2 Conciliation

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties, in accordance with the procedure set forth in sub-article (b) below.

Either Party may require the Dispute to be referred to the Managing Director (MD), JCTSL for amicable settlement. Upon such reference, both the Parties and the MD or his nominee (who may or may not be an employee of JCTSL shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement, the same shall be brought to the notice of Principal Secretary/ Secretary Local Self Government, Government of Rajasthan whose decision in this regard shall be final and binding on both the Parties.

ARTICLE-40 : DISCLOSURE

40.1 Disclosure of Specified Documents

The Operator shall make available for inspection by any person, copies of this Agreement, the Maintenance Manual, the Operation Manual, the Safety Requirements and the 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 registered office. The Operator shall prominently display at the Maintenance Depots, 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

The Operator shall make available for inspection by any person copies of all Documents and data relating to Safety of the Buses, free of charge, during normal business hours on all working days, at the Operator's registered 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

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.

ARTICLE-41 : REDRESSAL OF COMPLAINTS

41.1 Complaint 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 Bus including compliants registered electronically 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 a Bus or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Control Centre forthwith.

41.2.3 The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.

ARTICLE-42 : MISCELLANEOUS

42.1 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 Jaipur, (Rajasthan) shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

42.2 Waiver of immunity

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; 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).

42.3 Depreciation

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 Waiver

42.4.1 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.

42.4.2 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.

42.5 Liability for review of Documents and Drawings

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 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.

42.6 Exclusion of implied warranties etc.

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.

42.7 Survival

42.8.1 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.

42.8 Entire Agreement

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 Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such, provided however, that if there is a contradiction or conflict between the terms of the Request for Qualification or Request for Proposals and the terms of this Agreement, the terms of this Agreement shall prevail.

42.9 Severability

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.

42.10 No partnership

This Agreement shall not be interpreted or construed to create an association 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.

42.11 Third parties

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.

42.12 Successors and assigns

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

42.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Jaipur City may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or emailto the number as the Operator may from time to time designate by notice to the Authority;
{Attention: Address:
Fax No: Nil
Email: }

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Operator; provided that if the Operator does not have an office in [•]8 it may send such notice by facsimile or email and by registered acknowledgement due, air mail or by courier;

{Name: Shri Narayan Singh
Designation: Managing Director, JCTSL
Address: 2nd Floor Old Working Women Hostel, Near Police Head Quarter, Lal Ko

Tonk Road, Jaipur - 302015

Fax No: NIL

Email:}; jctsl.bus@gmail.com

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following thedate of its delivery.

42.14 Language

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.

42.15 Counterparts

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

ARTICLE-43 : 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:

"**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;

"**Additional Auditors**" shall have the meaning ascribed to it in Clause 26.2.3;

"**Additional Termination Payment**" means the amount payable upon Termination in respect of Specified Assets, if any, as further limited by the provisions of Clause 32.4.2;

"**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**") 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

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)[9] 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;

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;

"**Affected Party**" shall have the meaning as set forth in Clause 29.1;

"**Agreement**" or "means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Allowed Energy Consumption**" shall have the meaning as set forth in Clause 22.5.3;

"**Annual Safety Report**" shall have the meaning ascribed to it in Clause 18.5.1;

"**Appendix**" shall have the meaning as set forth in Clause 10.3.1;

"**Applicable Laws**" means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the State Government or any Government Instrumentality having jurisdiction over the Parties, the Depot Sites or the Project, 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, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, Operation and Maintenance of the Buses and Maintenance Depots, as the case may be, during the subsistence of this Agreement and shall include those as set out in Schedule-C;

"**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;

"**Approved Valuer**" means a firm of valuers recognized as such by the Inform Tax Department and having experience of valuing at least 5 (five) properties exceeding Rs. 100 cr. (Rs. One hundred crore) each in value.

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Authority as set out in Schedule-C;
"**Authority Default**" shall have the meaning set forth in Clause 32.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 37.1.1;

"**Authority Nominated Personnel**" means any person authorized by the Authority to collect User

Fare from passengers for using the Bus Service;

"**Authority 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;

"**Availability**" shall have the meaning set forth in Clause 20.3.2;

"**Award**" shall have the meaning set forth in Clause 39.3.3;

"**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;

"**Base Index Date**" means the last date of the month which shall have closed no later than 30 (thirty) days prior to the Bid Date;

"**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 pre-qualified bidders;

"**Bid Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"**Bid Documents**" mean the Request for Proposal dated_issued by JCTSL including instruction to bidders, draft Master Concession Agreement and Technical Specifications.

"**Bid Security**" means the security provided by the Operator to the Authority along with the Bid in accordance with the Request for Selection, and which is to remain in force until substituted by the Performance Security;

"**Breakdown**" means the mechanical failure of a bus that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate, provided that such mechanical failure has not arisen on account of any accidents, vandalism, arson, riots or natural calamities;

"**Breakdown Factor**" shall have the meaning as set forth in Clause 20.2.1;

"**Bus**" means a bus complying with Standards and Specifications as detailed in Schedule-B, procured by the Operator as per the Delivery Schedule, for the purposes of Project;

"**Bus Lease Agreement**" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.

"**Bus Kilometer**" means kilometers travelled by each Bus, as per Clause 22.1.3;

"**Bus Kms Frequency**" shall have the meaning as set forth in Clause 20.5.1(b);

"**Bus Service**" means the service provided to Users in terms of this Agreement;

"**Bus Stop**" means designated stops, along the routes from where passengers board and alight the Bus,as per the Deployment Plan at Schedule-J;

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

(a) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Instrumentality;

(b) the repeal, modification or re-enactment of any existing Applicable Law;

(c) the commencement of any Applicable Law, which has not entered into effect until the Bid Date;

(d) the introduction of a requirement for the Operator to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit;

(e) a change in the interpretation or application of any Applicable 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 Date; or

(f) 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}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 2 (two) years from 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. 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 till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership;

"**Change of Scope**" shall have the meaning as set forth in Clause 15.1;

"**Change of Scope Notice**" shall have the meaning set forth in Clause 15.2.1;

"**Change of Scope Order**" shall have the meaning set forth in Clause 15.2.3;

"**Charging Infrastructure**" means the charging infrastructure and equipment required to be installed by the Operator at the Maintenance Depots for the sole purpose of charging Buses which shall include the required electric and allied civil infrastructure for Charging the buses, in accordance with the Specifications and Standards;

"**Commencement of Service**" means, with respect to any Bus, the date such Bus is commissioned and put in commercial operations, in each case, in accordance with the provisions of this Agreement;

"**Commercial Operation Date**" or "**COD**" shall have the meaning set forth in Clause 14.2.3;

"**Completion Certificate**" shall have the meaning as set forth in Clause 14.2.2;

"**Complaint Register**" shall have the meaning as set forth in Clause 41.1.1;

"**Concession**" shall have the meaning set forth in Clause 3.1.1;

"**Control Centre**" shall have the meaning as set forth in Clause 16.4.7;

"**Conditions Precedent**" shall have the meaning as set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning as set forth in Recital (C);}

"**Consumables**" shall have the meaning as set forth in Clause 17.3.1;

"**Contract Period**" shall have the meaning as set forth in Clause 3.1.1;

"**Contract Year**" means the First Contract Year and thereafter each period of 12 (twelve) Months, provided that the last Contract Year shall end on the last day of the Contract Period.

"**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 the Fit Out Works, operation and/or maintenance of the Maintenance Depots, the Charging Infrastructure 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;

"**Covenant**" shall have the meaning as set forth in Clause 5.2.5;

"**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:

(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;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement;

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;

"**Damages**" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the 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 2 (two) years prior to the Transfer Date;

(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 lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default, provided that any accrued interest payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) in the event of Termination due to an Operator Default shall be capped at the lesser of (i) the interest rate specified in the financing agreements; or (ii) 5% (five percent) above the Bank Rate;

(c) any debt provided by the lenders in connection with any bank guarantees submitted by the Operator to the Authority pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded; and

(d) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii) the balance Contract Period.

provided that if all or any part of the Debt Due is convertible into Equity at the option of 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; provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders or the Lessor(s), as the case may be, for and in respect of Debt Due under the Financing Agreements or under the Bus Lease Agreement(s), as the case may be;

"**Defects Performance Security**" shall have the meaning as set forth in Clause 34.2.3;

"**Delay Event**" shall mean:

(i) occurrence of a Force Majeure event, provided that the requirements of Clause 29.5 have been complied with;

(ii) a Change in Law;

(iii) undue delay by the relevant Government Instrumentality in granting or renewing any

Applicable Permit, despite the Operator having applied for such grant or renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;

(iv) undue delay by the relevant Government Instrumentality in providing any utility connection, despite the Authority or the Operator, as the case may be, having applied for such utility connection expeditiously and having complied with the requirements of Applicable Laws in making such application;

(v) failure by the Authority to handover possession of Maintenance Depots meeting the Minimum Maintenance Depot Specifications in accordance with the requirements of this Agreement;

(vi) any delay directly attributable to unforeseen site conditions in accordance with Clause 10.9; and

(vii) delay caused in complying with any instructions of the Authority, which instructions are not directly attributable to any default of the Operator.

"**Delivery Schedule**" shall mean the schedule according to which the Operator shall procure and deliver the Buses in accordance with the terms of this Agreement and as set out in Schedule-J;

"**Depot Sites**" shall have the meaning as set forth in Article 10;

"**Deployment Plan**" shall have the meaning as set forth in Clause 16.5.1;

"**Designs**" or "**Drawings**" means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule-F;

"**Design Report**" shall have the meaning as set forth in Clause 13.4.2;

"**Dispute**" shall have the meaning as set forth in Clause 39.1.1;

"**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 environment or lives or security of the individuals on or about the Maintenance Depots or 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 Licensed Premises, Maintenance Depots or Buses and, 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 Buses, as the case may be, where applicable herein;

"Equal opportunity" means that the Operator cannot use the following characteristics as reasons to hire or reject candidates or make other employment decisions including wages: Race / color, origin / ethnicity, religion, age, sex / gender / sexual orientation, physical or mental disability except to the extent it such characteristic makes the candidate unsuitable for the position in question e.g., a candidate with poor eyes-sight for driving duty.

"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 Authority shall open and maintain with the Escrow 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-M;

"Fee" shall have the meaning set forth in Clause 22.1;

"Fee Revision Date" means the date of Fee Revision in accordance with Clause 22.4.1;

"Financial Aggregator" means any entity including its associates with the intent and capability of providing capital/funds for the e-bus business eligible as per eligibility and qualifications criteria set forth in Request for Proposals under the project;

"Financial Close" means the fulfilment of all Conditions Precedent to the initial availability of funds under the Financing Agreements or the Bus Lease Agreement(s);

"Financial Model" means the financial model adopted by 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 lenders or the Lessor under the Bus Lease Agreement(s), 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 lenders, and includes Equity, all financial assistance specified in the financing agreements, subordinated debt, lease rentals and other financial terms of lease under the Bus Lease Agreement(s) 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 nonconvertible 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;

"**First Contract Year**" means the period of 12 (twelve) calendar months commencing from the date on which the Lot COD for the first Lot of Buses procured by the Operator is achieved.

"**Fit Out Works**" means all works and things required to be undertaken by the Operator to completely fit out, equip and otherwise complete the Maintenance Depots in accordance with this Agreement, including the provision of all service equipment, tools, tackles, facilities, civil and electrical works and any other allied infrastructure (including the Charging Infrastructure) as may be required to Operate and Maintain the Buses, the Maintenance Depot and the Charging Infrastructure;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 29.1;

"**Force Majeure Costs**" shall have the meaning as set forth in Clause 29.7.2;

"General Safety" means an event of a **minor accident** in which a person is injured or no injury but damage to vehicle and/or property sustains. In case of injury, the nature of injury shall be of minor nature such as a cut, sprain or bruise, where only first aid is required and does not require hospitalisation.

"**GoI**" means the Government of India;

"**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 Fiscal Assistance**" means, any financial assistance provided to the Operator by any Government Instrumentality, under any Applicable Laws or any scheme, policy or guidelines, as may be applicable;

"**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;

"**Gross Cost Contract (GCC)**" shall mean the model of procurement where the Buses and Charging Infrastructure are owned, operated, and maintained by the Operator for a specific rate and contract period. The Authority pays a pre-decided per km fee (PK Fee) for these services discovered through competitive bidding process to the Operator. The revenue generated from transport services is collected by the Authority. The major roles and responsibilities of the Operator and Authority are defined in Article 5 and Article 6 respectively of this Agreement.

"**Guaranteed Availability**" shall have the meaning set forth in Clause 20.3.3;

"**Guaranteed Arrival Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Bus Kms Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Guaranteed Start Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Trip Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 37;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 37;

"**Indirect Political Event**" shall have the meaning as set forth in Clause 29.3;

"**Insolvency Event**" in respect of a Party means:

(a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("**Code**"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

"**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;

"**Intelligent Transit Management Systems**" or "**ITMS**" shall have the meaning as set forth in Clause 16.4.7;

"**Invoice**" shall have the meaning as set forth in Clause 22.2.1;

"**Invoice Amount**" shall have the meaning as set forth in Clause 22.2.2;

"**Key Performance Indicators**" shall have the meaning as set forth in Clause 20.1;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (D);

"**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;

"**Lessor**" means the manufacturer or owner of the Buses or any other Person who provides the Buses on lease to the Operator for supply to the Authority in accordance with this Agreement.

"**Licensed Premises**" shall have the meaning set forth in Clause 10.2.2;

"**Lot(s)**" means the Buses procured, by the Operator, in lots as per the Delivery Schedule;

"**Lot Commercial Operation Date**" or "**Lot COD**" shall have the meaning set forth in Clause 14.2.3;

"**Maintenance Depots**" shall mean the bus depots and/or terminals to be handed over by the Authority to the Operator for the Buses at the Depot Sites specified in Schedule-A, in accordance with the Minimum Maintenance Depot Specifications, Applicable Laws and Good Industry Practices;
"**Maintenance Depot Completion Certificate**" shall have the meaning as set forth in Clause 12.5.4;

"**Maintenance Depot Completion Date**" means the date on which the Completion Certificate is issued under the provisions of Article 14;
"**Maintenance Inspection Report**" shall have the meaning as set forth in Clause 19.3;

"**Maintenance Manual**" shall have the meaning ascribed to it in Clause 17.2.1;

"**Maintenance Obligations**" shall have the meaning as set forth in Clause 17.1.1;

"**Maintenance Requirements**" shall have the meaning as set forth in Clause 17.4;

"**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;

"**Minimum Maintenance Depot Specifications**" means the minimum specifications and standards according to which the Maintenance Depots are required to be designed, constructed and completed prior to its handover by the Authority to the Operator in accordance with the requirements of this Agreement, as set forth in Schedule

"**Monthly Fees**" shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

"**Monthly Assured Bus Kilometres/ Monthly Assured Kilometers**" shall have the meaning ascribed to it in Clause 22.3.1;

"**Monthly Assured Payment Amount**" shall have the meaning ascribed to it in Clause 22.3.2;

"**Monthly Assured Payment Invoice**" shall have the meaning ascribed to it in Clause 22.3.3;

"**MW**" means minimum wages (skilled category) as notified by the Government of Rajasthan.

"**Non-Political Event**" shall have the meaning as set forth in Clause 29.2;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Operator, and proposed to the Authority for assignment/transfer of the Agreement;

"**NPV**" shall have the meaning as set forth in Clause 36.3;

"**Operation and Maintenance**" or "**O&M**" means operation and maintenance of the Buses, the Maintenance Depot and the Charging Infrastructure, as the case may be, 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 16.3.1;

"**Operational Infractions**" shall mean those events, incidents or circumstances of sub-optimal performance and/or non-compliance with the Operations and Maintenance requirements in this Agreement which are as set out in Schedule-T.

"**Operational Route**" shall have the meaning as set forth in Clause 16.4.1;

"**Operator Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Operator as set out in Schedule-C;

"**Operator Default**" shall have the meaning as set forth in Clause 32.1.1;

"**Operator Indemnified Parties**" shall have the meaning as set forth in Clause 37.1.2;

"**Opportunity Charging Stations**" shall have the meaning as set forth in Clause 16.4.8;

"**Overnight Charge**" or "**Overnight Charging**" means, with respect to each Bus, the ability to fully charge the battery of such Bus from full discharge, between the time such Bus is scheduled to arrive at the Maintenance Depot after completing its operations on any day and the time such Bus is next scheduled to commence operations (which may be on the immediately next day), in each case in accordance with the Deployment Plan.

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 26.2.1;

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

"**Passenger Charter**" shall have the meaning as set forth in Clause 20.10;

"**Performance Security**" shall have the meaning as set forth in Clause 9.1.1;

"**PK Fee**" means the amount in INR payable by the Authority to the Operator for each kilometer of bus operation under this Agreement and at which the LOA has been awarded to the Operator.

"**PKM**" or "**Passenger Kilometres**" means the cumulative distance travelled by Users on the Buses in a day;

"**Political Event**" shall have the meaning as set forth in Clause 29.4;

"**Project**" means the supply, operation and maintenance of Buses and the Fit Out Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Agreement;

"**Project Agreements**" means this Agreement, construction contracts, supply contracts, O&M Contract, the Bus Lease Agreement and any other material agreements or contracts that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for goods and services for the Maintenance Depots;

"**Project Assets**" means all physical and other assets relating to and forming part of the Depot Sites and Maintenance Depots, including:

(a) rights over the Licensed Premises 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;

"**Project Milestones**" means the project milestones set forth in Schedule-E;

"**Protected Documents**" shall have the meaning as set forth in Clause 40.3;

"**Prototype**" shall have the meaning as set forth in Clause 13.4.1;

"**Provisional Maintenance Manual**" shall have the meaning as set forth in Clause 17.2.1;

"**Provisional Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Punch List**" shall have the meaning set forth in Clause 14.1.5;

"**Re.**", "**Rs.**" or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Real Estate Development**" shall have the meaning set forth in Annex-II ;

"**Request for Proposals**" or "**RFP**" shall have the meaning as set forth in Recital (B);
"**Revision of Fee**" shall have the meaning set forth in Clause 22.4.1;

"**Right of Way**" means the constructive possession of the Depot Sites, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Maintenance Depots [and Real Estate Development]10, in accordance with this Agreement;

"**Safety**" means general safety and severe safety;

"**Safety Requirements**" shall have the meaning as set forth in Clause 18.1;

"**Scheduled COD**" shall have the meaning set forth in Clause 14.3;

"**Scheduled CP Satisfaction Date**" shall have the meaning set forth in Clause 4.2(a);

"**Scheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.2;

"**Scheduled Maintenance Depot Completion Date**" shall have the meaning set forth in Clause 12.5.1;

"**Scope of the Agreement**" shall have the meaning as set forth in Clause 2.1;

"**Selected Bidder**" shall have the meaning as set forth in Recital (C);

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees or lessors in case of leasing of assets, 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 *pari passu* charge on the assets, rights, title and interests of the Operator;

"**Severe Safety**" means an event of a **Major Accident** causing a loss of life or a grievous injury due to which a person is detained in hospital as an "in patient" or if any one of the following injuries are sustained whether or not he or she is detained in the hospital such as fractures, concussions, internal injuries, crushing, severe cuts and lacerations or severe general shock requiring medical treatment and victim may or may not require ICU admission.

"**Spares**" shall have the meaning as set forth in Clause 17.3.2;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Buses and Maintenance Depots, as set forth in Schedule-B, and any modifications thereof, or additions thereto, as included in the design and engineering for the Buses submitted by the Operator to, and expressly approved by, the Authority;

"**Specified Assets**" means and includes such of the Project Assets which are constructed, acquired or installed after the [5th (fifth)] anniversary of COD, but before the [10th (tenth)] anniversary thereof; and but shall in no case include land.

"**Specified Documents**" shall have the meaning as set forth in Clause 40.1;
"**Start Punctuality**" shall have the meaning as set forth in Clause 20.4.1;"**State**" means the State of [•] and "**State Government**" means the government of [•];

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

"**Substitution Agreement**" shall have the meaning as set forth in Clause 35.4.1;

"**Suspension**" shall have the meaning as set forth in Clause 31.1;

"**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 Government 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 termination of this Agreement in accordance with its terms;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority under and in accordance with the provisions of this Agreement, upon Termination and includes Additional Termination Payment. For the avoidance of doubt, it is expressly agreed that the amount payable shall be subject to the limitations specified in Clause 32.3;

"**Tests**" means the tests as set forth in Schedule-H to determine the conformity of Buses with the provisions of this Agreement;

"**Total Project Cost**"means the capital cost incurred on construction and financing of the Project, excluding Real Estate Development, and shall be limited to the lowest of:
(a) The capital cost*of the project as set forth in the Financial Package;
(b) The actual capital cost of the Project upon completion;

*Capital cost per bus calculated at 50% of the PK fee quoted by the bidder at Net Present Value (NPV) of Net Present Value (NPV) of all future payments, using total minimum Monthly Assured Kilometers and total contract period, cost of the bus will be calculated sing10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

Capital cost per bus =

$\frac{a}{r}\left(1-\frac{1}{(1+r)^n}\right)$ Where,

a–Monthly equal payment for Capital Cost
= 0.5 * L1 GCC Rate * Monthly Assured
Kilometersr - Monthly discount rate in decimals
n-Contract Period in months

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 accordance with the provisions of this Agreement ;provided further that in the event WPI increases, on an average, by more than 6%(six percent) per annum for the period between the date here of and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount here in before specified such that the effect to fin crease in WPI, in excess of such 6%(six percent), 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.

"**Total Scheduled Bus Kilometers**" shall have the meaning as set forth in Schedule-J;

Training Obligations" shall have the meaning as set forth in Clause 23.1;

"**Transfer Date**" means the date of completion of the services under this Agreement or termination of the Agreement by a Termination Notice;

"**Trip Frequency**" shall have the meaning as set forth in Clause 20.5.1;

"**Unscheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.4;

"**Unsubsidised Buses**" shall have the meaning as set forth in Clause 22.6.2;

"**User**" means a person who uses or intends to use the Buses on payment of User Fare or in accordance with the provisions of this Agreement and Applicable Laws;

"**User Fare**" means the fare payable by users for traveling on the Bus;

"**Vesting Certificate**" shall have the meaning as set forth in Clause 33.5.

"**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

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERD THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

THE AUTHORITY by:

{Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the ………...day of 20……… hereunto affixed in the presence of……………………Director, who signed these presents in token thereof and……………….Company Secretary, Authorised Officer who has countersigned the same n token thereof

{Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

In the presence of:

1.

2

SCHEDULES

SCHEDULE-A : SITE OF THE MAINTENANCE DEPOT

(See Clause 10.1)

1 The Depot Site

1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.

1.2 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.

Annex - I
Site of the Depot

[•]

Note: Through suitable Drawings and description in words, the land comprising the Site shall be specified briefly but precisely. In the event there are any buildings or structures on the Site, the same shall be marked in the Drawings and briefly described in words.

[Annex-II
Real Estate Development]

[Annex - III

Funded Works

(*See Clause 12.6*)

[•]

Note: Briefly but precisely list the work to be included in Funded Works along with the lump sum amount of capital cost of each of the listed works.

SCHEDULE-B : SPECIFICATIONS AND STANDARDS

(See Clause 12.5.1)

1. The Operator shall comply with the Bus Specifications (including specifications for ITS) set forth in Section 5 – Technical Specifications for procurement of Buses.

2. Latest bus specifications, currently [Urban Bus Specifications - II issued by Ministry of Urban Development, GoI in April 2013, the AIS 052 – Bus Body Code issued by the Automotive Research Association of India ("ARAI") in 2015, and the Central Motor Vehicles Rules, 1989], should be followed unless changes are specified to this schedule by the Authority.

3. The Operator should comply with the Branding Guidelines as set forth by Authority while deployment of Buses.

4. Subject to the provisions of this Schedule, procurement of Bus shall conform to Applicable Laws and the latest bus specifications published by Ministry of Urban Development, GoI. An authenticated copy of the latest bus specifications has been provided to the Operator as part of the RFP.

5. Deviations from the aforesaid bus specifications shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.

SCHEDULE-C **: APPLICABLE PERMITS**

(See Clause 4.1.3)

I. The following permits shall be obtained by the Operator:

1. For Buses

(a) Commercial Vehicle Permit
(b) Certificate of Registration of Buses
(c) Certificate of Fitness
(d) Bus Insurance
(e) Customs Clearance Certificate (if needed)

2. For Maintenance Depot

Any civil and electricial work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator.

(a) Fire safety clearance from Fire Department (if any)
(b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets
(c) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
(d) Clearance of Pollution Control Board for installation of diesel generator sets
(e) License for use of explosives (if needed)
(f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed)
(g) Clearance of Pollution Control Board for Asphalt Plant (if needed)
(h) Any other permits or clearances required under Applicable Laws

II. The following permits shall be procured by the Authority:

1. No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable and for inter-state operations, from all concerned governments/authorities
2. Fare Notification
3. Stage Carriage Permit
4. Conductor's License
5. Permits for Building Plan in accordance with the applicable State Act and by-laws
6. Permission of State Government for cutting of trees
7. Permission of State Government for water supply (if needed)
8. Applicable Environment Clearance from State Government

SCHEDULE-D : PERFORMANCE SECURITY

(See Clause 9.1)

....
Government of ....,
....

WHEREAS:

A. **The ....** and having its head office at {…………….} (here in after referred to as the "**Authority**" or, which expression shall,unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{****** Limited}, having its registered office at {…………….} represented through its ****** (hereinafter referred to as the "**Operator**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Authority and the Operator are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

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..........................., 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 andbinding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whetherthe 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 90 (ninety) days beyond the Contract Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) 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 until 90 (ninety) days from the end of the Contract Period 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:

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

ii. 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.

ATTACHMENT -I to SCHEDULE-D

PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: ....
Date: ....

NOA/Contract No....................................

..............[Name of Contract]........................

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on .... (insert date of the notification of award)....by you to M/s .... (Name of Contractor) ....,

(or)

signed on ....(insert date of the Contract)........ between you and M/s..................(Name of Contractor) ....,

having its Principal place of business at ....(Address of Contractor).............................. and Registered Office at ....(Registered address of Contractor) .... ("the Contractor") concerning .... (Indicate brief scope of work)............................... for the complete execution of the ...... (insert name of Package alongwith name of the Project)..........[Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on ....(insert date of the Contract)........ between you and M/s................. (Name of Contractor) ....,

(or)

vide notification of award issued on ....(insert date of the notification of award)..... by you to M/s .... (Name of Contractor) ....

having its Principal place of business at ....(Address of Contractor).............................. and Registered Office at ....(Registered address of Contractor) .... ("the Contractor") and the Contract ("the Contract") signed on ....(insert date of the Contract)........ between you and M/s .... (Name of Associate)................., having its Principal place of business at ....(Address of Associate)........................... and Registered Office at...............(Registered address of Associate) ...., the Associate of the Contractor for executing the Facilities concerning .... (Indicate brief scope of work) .... for the complete execution of the ...... (insert name of Package along with name of the Project) .... [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]
By this letter we, the undersigned, ...(insert name & address of the issuing **Insurer**)..........., a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws

of .... and having its Registered/Head Office at .... (insert address of registered office of the **Insurer**)........... do hereby irrevocably guarantee payment to you up to .... i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of.....................(dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of .... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed __________ *(value in figures)*____________ [____________________*(value in words)*___________].

2. This **Insurance Surety Bond** shall be valid upto _______*(validity date)*_________.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before_______ *(validity date)*__________.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature____________________________

Name____________________________

Designation____________________________

Contact Number(s): Tel.______________Mobile______________

Fax Number____________________________

email ____________________________

Common Seal of the Insurer ____________________

Witness:

Signature____________________________

Name____________________________

Address____________________________

Contact Number(s): Tel.______________Mobile______________

email ____________________________

Note:

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

ATTACHMENT -II to SCHEDULE-D

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Performance Security Amount against **Insurance Surety Bond** No. .... dated .... for ...., issued by you on behalf of M/s .... *(insert name of the Bidder)* ....

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ....as Performance Security for the bid submitted by M/s. ....*(insert name of the Bidder)* .... against ..... *(insert name of the Package)* ....; Specification No. ....

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of ....without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Performance Security amount to .... *(insert name of the Employer)*............. owing to the occurrence of the condition referred to at Sl. No. .... The **Insurer** is requested to remit the full guaranteed sum .... towards proceeds of the performance security in the form of Demand Draft in favour of '.... *(insert name of the Employer)* ....', payable at ....*(insert place of the Employer)*....'.

Thanking you,

For.................(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
.....*(Registered Office of the* **Insurer***)*....

ATTACHMENT -III to SCHEDULE-D

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. .... dated .... for .... valid up to .... issued by you on behalf of M/s............ *(insert name of the Bidder)* ....

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ....*(insert name of the Bidder)*.............., who have submitted this **Insurance Surety Bond** to us towards Performance Security against ..... *(insert name of the Package)* .... ; Specification No. ....

We, ... *(insert name of the Employer)* .... do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. .... dated .... extending its validity upto .... is not got arranged by ....*(insert name of the Bidder)* .... in our favour and are not received by us upto ....In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '.... *(insert name of the Employer)* ...., payable at ....*(insert place of the Employer)*....'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For................(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to .... is received by us by..........

ATTACHMENT -IV to SCHEDULE-D

FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No................................ Dated:.................

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. .... dated .... for....................., issued to you on behalf of M/s. ....*(insert name of the* Contractor*)*.................... in respect of Contract No. .... dated .... for ....*(insert name of the Package alongwith the Project name)* .... (hereinafter called original **Insurance Surety Bond**).

At the request of M/s............ *(insert name of the* Contractor*)* ...., We .... *(insert name & address of the **Insurer**)* ...., a **Insurer** organized under the laws of .... and having its Registered/Head Office at ....*(insert address of registered office of the **Insurer**)* .... do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. .... Dated .... for a further period of .... Years/Months from .... to expire on .... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. .... dated .... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature________________________

Name________________________

Designation________________________

Contact Number(s): Tel.______________Mobile______________

Fax Number________________________

email ________________________

Common Seal ________________________

Witness:

Signature________________________

Name________________________

Address________________________

Contact Number(s): Tel.______________Mobile______________

email ________________________

Note :

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

**

SCHEDULE-E : MAINTENANCE DEPOT COMPLETION SCHEDULE

(See Clause 12.5.1)

1. Completion Schedule

During Construction Period, the Operator shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and Scheduled Maintenance Depot Completion Date (the "**Maintenance Depot Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Operator shall notify the Authority of such compliance along with necessary particulars thereof.

2. The completion timeline of the following essential components, *inter alia*, of construction of Maintenance Depot shall be periodically reviewed by the Authority:

   (a) Structural Work
   (b) Electrical Work
   (c) IT/Telecom system
   (d) Fire safety system
   (e) Water supply system
   (f) Drainage system

4. Extension of period

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

SCHEDULE-F **: DESIGN AND DRAWINGS**

(See Clause 12.4 and 13.4)

1 Designs and Drawings

1.1 In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule-F; provided that the Designs and Drawings relevant for design review by the Government as specified in Clause 13.4.2, shall be submitted prior to such review.

1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub-system or equipment thereof. Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information.

1.3 All Designs shall include maintenance and service manual of the respective sub-systems.

1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form. All Drawings shall be provided in auto-cad format.

1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards.

1.6 All Designs and Drawings shall be in English.

2 Additional Designs and Drawings

If the Authority determines that for discharging its duties and functions under this Agreement, it requires any Designs or Drawings other than those listed in this schedule, it may by notice require the Operator to prepare and furnish such Designs and Drawings forthwith. Upon receiving a requisition to this effect, the Operator shall promptly prepare and furnish such Designs and Drawings to the Authority, as if such Designs and Drawings formed part of this Schedule F.

3 Bus Designs and Drawings

In compliance with the requirement under Clause 13.4.1, the Operator shall provide the following Designs and Drawings:

(i) General schematic Drawings
(ii) Bus offer drawing attached Layout
(iii) Front, rear and both side views of the offered design of the Bus

SCHEDULE-G : DELIVERY SCHEDULE

(See Clause 13.3)

Lot No.	Type of Bus	Number of Buses	Timeline for delivery of Buses
1	9m/12m	Minimum 40% of the Quantity awarded as per the LOA	Within 6 weeks of Appointed Date
2	9m/12m	Minimum 75% of the Quantity awarded as per the LOA	Within 18 weeks of Appointed Date
3	9m/12m	100% of the Quantity awarded as per the LOA	Within 30 weeks of Appointed Date

The Operators are required to plan the activities like Financial close, prototype testing etc, in such a manner so that the above-mentioned timelines are achieved.

SCHEDULE-H : TESTS

(See Clause 13.5)

1 Tests

1.1 Save and except as otherwise provided in this Agreement, the Operator shall conduct, or cause to be conducted, each of the Tests specified in this Schedule-H.

1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.

1.3 Tests to be conducted on the Prototype or its sub-systems, as the case may be, (the "**Type Tests**") have been specified in Annex-I of this Schedule-H and routine tests to be carried out on all Buses (the "**Routine Tests**") as per the guidelines issued by the Government of India approved agencies from time to time.

1.4 The Operator shall provide the results of all Tests to the Authority for review and comments, if any.

2 Schedule for Tests

2.1 The Operator shall, not later than [•] weeks prior to the likely date of conducting a Type Test, notify the Authority of its intent to conduct the Test and furnish particulars of the equipment and methodology forming part of the Test.

2.2 The Operator shall notify the Authority of its intent to conduct the Type Test, referred to in paragraph 2.1 above, at any time after [•] days from the date of such notice. The notice shall specify the place, date and time of such Test. Upon receipt of such notice, the Authority may, within [•] days of such notice, designate its representative to witness the Test. The Operator shall, whether or not an Authority Representative is designated, conduct the Test in accordance with Article 13 and this Schedule-H.

2.3 The Authority may at any time designate its representative to witness any Routine Test on a Bus and the Operator shall, upon receipt of a notice to this effect, undertake such Routine Test on a mutually agreed date, and in the presence of the Authority Representative.

3 Agency for conducting Tests

Save and except as otherwise specified, all Tests set forth in this Schedule-H shall be conducted by the Operator or such other agency or person as it may specify in consultation with the Authority.

4 Tests for Safety certification

Tests for determining the conformity of a Bus with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

5 Acceptance certificate

Upon successful completion of Tests, the Authority shall issue an Acceptance Certificate for the Prototype in accordance with the provisions of Article 13.

Annex - I
Type Tests

In addition to the standard Type Tests of ARAI, the following tests shall be conducted for the buses:

S. No.	Applicable Tests	Standard / Regulation
1	Gradeability	AIS 003 & AIS 049
2	Pass by noise	IS 3028 & AIS 049
3	Coast Down Test	IS 14785 & AIS 049
4	Brake, Base line (Part – 3)	IS 11852 & AIS 049
5	Brake static (Part - 4)	IS 11852 & AIS 049
6	Construction and Functional safety requirements	AIS 038
7	Electrical energy consumption	AIS 039
8	Range Test	AIS 040 and test defined in Section V of this RfP
9	Net Power and Max 30 min power test	AIS 041
10	Safety requirements of Traction batteries	AIS 038
11	EMC	AIS 004 (Part 3) & AIS 049
12	LT Wire	AIS 052 & Flammability test as per IS:2465-1984 or latest
13	Floor surface material	As mentioned in clause 17.4 (D) of Section V(Technical Specifications)

SCHEDULE-I : OPERATION AND MAINTENANCE REQUIREMENTS

(See Clause 16.1.1 and Clause 17.4)

Bus repair and maintenance generally calls for following activities amongst others at varying intervals / periodicity / Km operated by each bus, requirements varying with bus make, model, etc.:

(a) Daily washing and cleaning of 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 / Km plied - such maintenance generally varies with period / Km plied 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 - oils / lubricants, coolant, air pressure, air inflation, loose fasteners, fitments etc. - check, top up, tighten, as required.

  (ii) Monthly / bi-monthly – [•] /[•] Km operation - All activities of earlier schedules and tyre condition necessary for corrective / preventive actions.

  (iii) Quarterly – [•] Km operation - 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 – [•] Km - All activities of above schedules, and activities related to steering, axles, transmission, tyres, drive line, etc.

  (v) Yearly – [•] Km - 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 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 rear axle, traction motor, 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.

(q) Reconditioning of Bus aggregates such as transmission, axles, steering system, electrical, etc.

(r) Retrieval of spare parts during / for above processes.

(s) Repair and re-treading of tyres / repair of tubes.

(t) Major accidental repair of buses including chassis, bus body and related items.

(u) Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.

(v) Any other activity related to operation and maintenance of buses.

(w) Infrastructure and other requirements for repair and maintenance functions of Bus, such as:

- (i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc.
- (ii) Other facilities as under:
    - A. Washing facilities complete with washing machine, water storage and treatment facilities, etc.,
    - B. Charging infrastructure,
    - C. Service pits / ramps etc.,
    - D. Painting facilities,
    - E. Welding - electric arc and oxy-acetylene gas based,
    - F. Tyre repair facilities,
    - G. Air compressor and air inflation facilities,
    - H. Utilities, administrative, accounts, stores, and other related facilities, and
    - I. Breakdown van / recovery / towing vehicle etc.
    - J. Depot yard lighting - high mast type, search lights, etc.
- (iii) Operator Control Centre facilities duly equipped with microprocessors, communications and other related facilities.
- (iv) Trained staff for various trades and shifts of work.
- (v) Documents, schedules, manuals etc. for maintenance activities; specifications of spares, etc.

SCHEDULE-J : DEPLOYMENT PLAN

(See Clause 16.5)

The Deployment Plan should include list of Operational Routes including schedule of buses, description of bus stops frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.[11]

Route Number	From	Via	To	Span of Operations	Number of Buses	Headway	List of Bus Stops

Aditionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.

SCHEDULE-K : SAFETY REQUIREMENTS

(See Clause 18.1)

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 Without prejudice to the Operator's obligation to ensure all the safety aspects during the Bus Operations, the Operator shall:

(a) comply with Applicable Laws;

(b) undertake all necessary measures to ensure the safety of all the passengers, contractors, staff and the general public; and

(c) consult with Authority and adopt the requirements of the emergency services;

2. Safety Planning

2.1 The Operator shall participate in any safety and emergency planning with relevant third parties, which shall include the Authority and the emergency services which together makes a forum. This forum will consider and agree the safety related matters and safety risks associated with the Project, consult with 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 along with its Sub-Contractors shall comply with all the statutory requirements.

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 (the "**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, severe accidents, 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-L: MAINTENANCE DEPOTS EQUIPMENT

(See Clause 17.1)

The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.

S. No.	Equipment
1.	Washing pumps with guns
2.	Fully automatic three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system
3.	[Effluent Treatment Plant (ETP)] (if not already available at depot)
4.	Heavy duty vacuum cleaner
5.	Fire safety equipment set
6.	Air compressor
7.	Paint booth complete with environment control, paint drying system, etc.
8.	Lathe machine complete with general tools, jigs and fixtures
9.	Radial drilling machine
10.	Brake drum turning
11.	Hydraulic press
12.	Brake efficiency assessment system
13.	Wheel alignment
14.	Head light beam aligner
15.	Grease pump (Air operated)
16.	Hand held grease pump
17.	Pedestal mounted and portable digital, with auto cut-off, tire inflation system
18.	Nitrogen tire inflation
19.	Tire - wheel rim dismantling and assembling system / tyre changer
20.	Wheel balancing equipment
21.	Auto electrical test bench

S. No.	Equipment
22.	AC gas charger with AC gas cylinders
23.	Battery charger auto cut-off system
24.	Battery tester
25.	Multi-function tester
26.	Hydraulic jack
27.	Hydraulic pallet trolley
28.	Battery operated forklift truck
29.	Break down relief van
30.	Power cutter
31.	Pneumatic impact tools kit
32.	Portable electric welding machine
33.	Portable gas welding machine
34.	Full set of hand tools, including torque wrench, measuring instruments, gauges
35.	Riveting tools, hand drills, riveting guns / equipment
36.	Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities
37.	Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices,

Additionally, the operator shall set up administrative and training facilities at the maintenance depots for monitoring of operations, staff training and resting facilities and incident management at the depots.

S. No	Equipment
1.	Storage facilities for: • new materials, spares, aggregates, tyres, oils and lubricants • repairable as above scrapped and disposable items as above
2.	Vehicles for transportation of materials, stores and spares
3.	Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software
4.	Capacity building /training facilities and equipment

S. No	Equipment
5.	Complete set of workmen cupboards, rest room facilities
6.	Office furniture, cup boards, all other office requirements
7.	All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices
8.	Vehicles for officers, checking, attending to alerts /emergencies
9.	Safety and security equipment / facilities
10.	Water cooler with water filter / purifier
11	Desktops and laptops, printers, related hard ware and software

SCHEDULE-M : ESCROW AGREEMENT

(See Clause 27.1)

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

AMONGST

1 Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at .... (hereinafter referred to as the "**Operator**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

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 The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated 7th July 2025 with the Operator (the "**SCOM Agreement**") for operation of Buses on build, own, and operate basis ("**BOO**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The SCOM Agreement requires the Operator to establish an Escrow Account, *inter alia,* on the terms and conditions stated therein.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

"**Contract**" means the Supply cum Operation and Maintenance Agreement 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 Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party 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 Authority and the Operator 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.

2.1.3 View rights to the Escrow Bank account should be provided by the Escrow Bank to all the parties signing 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 Operator or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority 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 60 days from the date of this Agreement, and in any case prior to the Appointed Date, the Authority shall open and establish the Escrow Account with the .... 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 and the Authority agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, butin the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 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.

2.5 Substitution of the Operator

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

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposit by the Authority

3.1.1 The Authority agrees and undertakes that it shall deposit or cause to be deposited into and/or credit the Escrow Account with;

(a) all Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) all grants, payments and financial support received by the Authority from the State Government.

(c) amounts towards insurance claims, if any, received;

(d) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(e) any amounts towards Termination Payment due to the Operator;

(f) all revenues generated and all the income accruing from the Project including but not limited to the User Fare and advertising revenue, deposits, etc. ; and

(g) any other revenues or capital receipts from or in respect of the Project.

3.2 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 Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority pertaining to the manpower exclusively deployed under the SCOM Agreement;

(d) 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;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of 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;

(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) incurred or accrued Fees;

(g) any payments due and payable to the Authority;

(h) any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Authority.

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

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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

15 (fifteen) 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 7 (seven) 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; and

(d) shall, within 7 (seven) 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 Authority Default

Following events shall constitute an event of default by the Authority (an "**Authority 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 monies 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 30 (thirty) 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 30 (thirty) 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 30 (thirty) business days.

6.1.2 Operator Default

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

(a) the Operator causes the Escrow Bank to transfer funds to any account of the Operator 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 30 (thirty) business days; or

(b) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.3 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, 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 30 (thirty) 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 and the Operator 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 Operator or 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 7 (seven) 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 MISCELLANEOUS PROVISIONS

10.1 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 Rajasthan shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2 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).

10.3 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.

10.4 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.

10.5 Waiver

10.5.1 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.

10.5.2 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.

10.6 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.

10.7 Survival

10.7.1 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.

10.7.2 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.

10.8 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.

10.9 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.

10.10 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 isnot 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.

10.11 Language

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

10.12 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.

10.13 Original Document

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

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 AUTHORITY by:	For and on behalf of ESCROW BANK by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
(Fax No.)	(Fax No.)

SIGNED, SEALED AND
DELIVERED
For and on behalf of OPERATOR in the
presence of:

1. 2.

SCHEDULE-N : STAFFING QUALIFICATIONS

(See Clause 5.5)

1. Drivers:

The Operator to ensure that the driver complies with the following conditions:

(a) Must be a holder of a valid driving license in accordance with Applicable Laws for at least 03 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) Should possess minimum [eight standard qualifications] and any other educational/ other requirements such as Public Service Vehicle (PSV) badge as prescribed under Applicable Law;

(c) Should possess minimum 02 years' experience of driving heavy transport vehicles in India;

(d) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;

(e) Should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last 02 years preceding Effective Date; and

(f) Should meet all requirements specified under Applicable Laws including without limitation, the Central Motor Vehicle Rules, 1989.

SCHEDULE-O : VESTING CERTIFICATE

(See Clause 33.5)

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 hand back 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

For and on behalf of OPERATOR by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

SCHEDULE-P: INTELLIGENT TRANSPORT SYSTEM

(See Clause 19.7)

1. On Board Devices

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the on-board devices on each bus in accordance with the specifications listed in Annex 1 of this Schedule–P.

2. ITS- Requirements for Public Transport Vehicle Operations

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the data monitoring system comprising of all equipment and services listed in Annex 2 of this Schedule–P.

3. Parameters and Data standards

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.

4. Communication between ITS Equipment and ITMS Cloud

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the communication guidelines specified in Annexure 3 of Section V (Technical specifications).

Annex – 1
On Board Devices

i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below:

Sr. No	Type of Equipment	12m/9m/7m (Qty)	Remarks
1	Passenger Display Boards	[4/4/3]	
2	Speaker	2	
3	Amplifier	1	
4	Single Control Unit (SCU) / On Board Unit (OBU)	1	
5	Driver Display Unit (DDU)	1	
6	CCTV with MDVR	[4/4/3]	Internal and External with minimum 15 days backup storage
7	Panic Button	Each row of the seat	As per AIS 140 Specifications
8	Camera based Automatic Passenger Counters (APC)	[2/2/1]	At each door

ii. The ITS equipment installed in the buses should provide location accuracy up to 5 meters.

iii. The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator.

iv. The Authority shall provide all the information related to route and Passenger Information System (PIS) to the Operator.

v. The camera based passenger counter shall be integrated to the ITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.

vi. Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer).

vii. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The Reverse Parking Alert System (RPAS) shall comply with provisions of AIS 145. The indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.

viii. ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3 of Schedule P.

ix. Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.

x. The Operator shall provide necessary support during testing and integrating with the Centralized ITMS system.

Annex – 2
ITS- Requirements for Public Transport Vehicle Operations

i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) – Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, Camera Surveillance System and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.

ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Central ITMS. The bidder shall give the Authority access to real time raw data feed from buses and support the Authority in integrating feed from the buses procured under the concession to centralized Intelligent Transit Management Systems (ITMS) to ensure monitoring of services and KPIs set out under Article 20 of the agreement.

Annex - 3

List of parameters and data standard

The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Central ITMS. The list of CAN data parameters shall be shared over and above the vehicle location data through the on-board telematics system.

Electric bus (eBus) performance and safety are directly linked with the battery performance. The usage of eBus battery under sub-optimal conditions can directly influence the performance as well as life of the battery. Analysis of the impact of different stress factors (Battery temperature, C-rate, DOD, and SOC) on the battery can help in getting more insights into the degradation mechanism and battery aging (i.e. Calendar and Cyclic aging). Monitoring and analysis of some of the battery parameters during eBus operation is important to ensure optimal battery life and eBus performance along with a high level of safety. As the Battery Management System (BMS) of the eBus battery monitors all the critical parameters of the battery during eBus operation, the availability of these data with the Authority will help in better planning of eBus operation and charging strategies and ensure safety of operations.

The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec (which may be changed based on requirement of the Centralized ITMS platform) to the centralized ITMS server.

1.	Timestamp
2.	Odometer reading
3.	Vehicle Status
4.	SoC (State of Charge)
5.	SoH (State of Health)
6.	Speed
7.	Acceleration
8.	Voltage (pack and cell level)
9.	Current (pack and cell level)
10.	Power
11.	Charger Current
12.	Charger Voltage
13.	Ambient temperature
14.	Battery Cell temperature
15.	Motor temperature
16.	BMS error
17.	Coolant Temperature

The Operator shall provide for communication of additional parameters (if any) as per the requirement of the Centralized ITMS platform.

SCHEDULE-Q : SUBSTITUTION AGREEMENT

(See Clause 35.4)

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

AMONGST

1 The Governor of Rajasthan, represented by Managing Director and having its principal offices at (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

2 [.........................Limited], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ...., (hereinafter referred to as the "**Operator**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes); AND

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

WHEREAS;

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated ……………… with the Operator (the "**SCOM Agreement**") for eBuses in the State on build, own and operate basis ("**BOO**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the SCOM Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the SCOM Agreement.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

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

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1; and

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

1.2 Interpretation

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

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

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

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

2 ASSIGNMENT

2.1 Assignment of rights and title

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

3 SUBSTITUTION OF THE OPERATOR

3.1 Rights of substitution

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

3.1.2 The Authority hereby agrees to substitute the Operator by endorsement on the SCOM Agreement in favor of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Operator either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

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

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

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Operator and undertake the operation and maintenance of the Project in accordance with the provisions of Article 16 and 17 of the SCOM Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the SCOM Agreement. The aforesaid Suspension shall be revoked upon substitution of the Operator by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the SCOM Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the SCOM Agreement; provided that upon written request from the Lenders' Representative and the Operator, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the SCOM Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Operator Default

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

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

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

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

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

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

(b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and

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

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

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated

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

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

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

5 TERMINATION OF SCOM AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the SCOM Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 32 of the SCOM Agreement.

5.2 Termination when no Nominated Company is selected

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

5.3 Realisation of Debt Due

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

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

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

(a) Termination of the Agreement; or

(b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

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

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

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 MISCELLANEOUS PROVISIONS

8.1 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.

8.2 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).

8.3 Priority of agreements

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

8.4 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.

8.5 Waiver

8.5.1 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.

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

8.6 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.

8.7 Survival

8.7.1 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.

8.7.2 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.

8.8 Severability

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

8.9 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.

8.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

8.11 Language

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

8.12 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.

8.13 Original Document

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)
(Designation)
(Address)
(Fax)

(e-mail address)

In the presence of:

1.   2.

$ To be affixed in accordance with the articles of association of the Operator.

SCHEDULE-R : STATEMENT OF VARIATION IN ELECTRICITY COST (ANNUAL)

(See Clause 22.5)

Period		
A	**Total Bus Kilometers operated during the period (kms)**	
B	**Electricity Units consumed for Buses Charging Infrastructure under the Project (kWh)**	
C	**Allowed Energy Consumption for Bus Charging = [A x Specific Energy consumption] (kWh)**	
D	**Minimum of the B and C (kWh)**	
E	**Current Tariff approved by State Electricity Regulatory Commission for the period (including taxes, cess, duties etc.) (Rs./kWh)**	
G	**Tariff included in the PK Fee (Rs./kWh)**	
H	**Electricity input cost reimbursable by Authority [D x (E – G)] (INR)**	

In case Opportunity Charging takes place outside the Maintenance Depot, then include the units consumed and amount paid for the same at respective places above.

Name & Designation of the Authorised Signatory:

Date of Submission: __________________

Note: Authority may modify the statement depending on specific requirement.

SCHEDULE-S : OPERATIONAL INFRACTIONS

(See Clause 20.8)

A. Lost Kilometers

For any missed Trip or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the kilometres for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the kilometres of the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

"LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)

In service kilometres not operated due to Operator staff causes may include (but is not limited to):

a) Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.

b) Sickness on duty (part loss).

c) Suspension of driver (with-out replacement).

2. Mechanical (Deductible)

In service kilometers not operated due to mechanical causes may include (but is not limited to):

a) Insufficient buses to cover the service.
b) Non-serviceable bus.
c) Breakdowns en-route.

3. Data Unavailability (Deductible)

In case desired operational data and vehicle health monitoring data is not shared as per the requirement specified in the table below:

Table: Parameters for Vehicle Health Monitoring:

Sr No	Parameter	Data Type	Units	Frequency
1	Odometer reading (instrument cluster/CAN)	Numeric	Km	
2	Vehicle Status	text		
3	Traction Battery Data (As per AIS 038, revision 2, amendment 3)			
a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Numeric	Percent	
b	Battery Voltage	Numeric	Volts	
c	Battery Current	Numeric	Amperes	
d	Battery Temperature	Numeric	degree Celsius	
e	Depth of discharge (DoD)	Numeric	Percent	
f	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Numeric	Percent	
g	Energy generated via Regenerative Braking			
4	Ambient temperature	Numeric	degree Celsius	
5	Vehicle Speed	Numeric	Kmph	
6	Acceleration Data	Numeric	m/s2	
7	Braking Data	Numeric	m/s2	
8	Charging Status (it can be pushed via BMS)	text		
a	Charging Start Time			
b	Charging End Time			
c	Charging Power	Numeric	KW	
d	Charging Current	Numeric	Amperes	
e	Charging Voltage	Numeric	Volts	
9	Cell/Pack temperature	Numeric	degree celcius	
10	Motor Current and Voltage	Numeric	degree Celsius	
a	Motor Current and Voltage while			

Sr No	Parameter	Data Type	Units	Frequency
	motoring			
b	Motor Current and Voltage while braking			
11	BMS error/charging fault	Text		
12	Health status of PIS	Text		
13	Heath Status of BMS			
14	Heath Status of ITS			
15	Heath Status of VTS			
16	Door open/ closed status	text		
a	Driver Side			
b	Passenger Side			
c	Rear Left			
d	Rear Right			
17	Cabin temperature	Numeric	degree Celsius	
18	Motor Speed	Numeric	rpm	
19	Diagonostic Trouble Codes	Code - Alphanumeric Description - Text		
20	Charge Discharge Cycle	Numeric		
21	Distance to empty/residual range			

Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.

4. Other Deductibles

In service kilometers not operated due to something over which the Operator has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):

a) Staff error or unauthorized curtailments by staff.
b) A bus blocked in the garage and unable to depart on time.
c) A bus running got discharged en-route.
d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
e) Where the reason for the lost Kilometers is unknown or is in doubt.

5. Traffic (Non-Deductibles)

a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
b) Losses arising from conductor (STU staff) being late in reaching changeover points must not be included.
c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault of operator's driver.

6. Other Non-Deductibles

In service kilometers not operated due to something beyond the Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) Incidents

Any kilometer's losses resulting from incidents reportable to STU.

In case of strike / Bandh if bus and driver are available for duty but bus could not be operated.

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineer's action etc.

b) Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as nondeductible.

c) Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked.

Losses arising from traffic congestion caused by these events should be classified as non deductible.

Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below.

Infractions:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

Sr. No.	Category of Infraction	Reference Table for Infraction in Annexure	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause ...of this Schedule (Bus related infraction)
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	10,000/-	One day
7	G	Table G	50,000/- + Actual expenses to be borne by the operator.	One day
8	H	Table H		

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

Infractions can be identified by STU, a nominated person, on visual checking, electro-mechanical reviews, reports from STU/passenger feedback and data from the Central Data Base of STU.

STU shall have access to Operator's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Operator, or bus inspections at terminal points along the route during service hours.

The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, and G are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Operator not to operate the vehicle till rectification of the bus related to infractions.

Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.

All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.

The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

If ITS equipment's found switched off or not operated, then payment for that trip will not made.

CATEGORY WISE LIST OF INFRACTION

Table A : Category "A" Infraction

Sr. no.	Description of the infraction
Safety	
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing/ non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
Operations	
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by STU
16	Late out of bus more than 15 minutes at the time of turn out.
Quality	
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in operating condition

Table B: Category "B" Infraction

Sr. no.	Description of the infraction
Safety	
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers
Operations	
5	Parking Stage Carriage Buses in places other than those prescribed by STU
6	Deviating from the route of a service without the prior authorization or instruction of STU/ Police without due cause
7	Roof leakage , Surveillance system not working/ recording, CCTV defect
8	Vehicle Tracking System defect
Quality	
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows Rattling
11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at anyof designated locations for displaying passenger information on the bus
12	Display of slogans, posters on the bus without prior approval of STU.
13	Running the bus with a lux level less than 70 in the saloon area

Table C: Category "C" Infraction

Sr. no.	Description of the infraction
Safety	
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out

Sr. no.	Description of the infraction
Operations	
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents- If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day.
13	Air conditioning system defective en-route (AC buses)
Quality	
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division, STU.
15	To place advertising material not authorized by STU or to infringe regulations regarding advertising material in vehicles.
16	Failure to refurbish the bus after sixth year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements

Table D : Category "D" Infractions

Sr. no.	Description of the infraction
Safety	
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
3	Failure to deliver incident information on time, as required by STU as specified in the Operator's Agreement
4	To refuse to accept the visits of STU inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to STU/ Police in relation to accident/s, injury to persons, damage to public / thirdparty property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

Table E: Category "E" Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F: Category "F" Infraction

Sr. No.	Description of the infraction
1	"Serious nature of breakdowns" means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.

Table G:Category "G" Infractions

Sr. No.	Description of the infraction
1	"Fatal Accidents" means any incident in which bus involved on road/ inside STU's depot / parking premises, which causes death to passengers / pedestrians.

SCHEDULE-T : PANEL OF CHARTERED ACCOUNTANTS

(See Clause 26.2)

1 **Panel of Chartered Accountants**

Pursuant to the provisions of Clause 26.2.1 of the Agreement, the Authority and the Operator shall prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-Q.

2 **Invitation for empanelment**

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

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, or the Companies Act, 2013, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

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

3 **Evaluation and selection**

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

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 **Consultation with the Operator**

The Authority shall convey the aforesaid panel of firms to the Authority for scrutiny and comments, if any. The Operator shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Operator, finalise and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Operator, a new panel shall be prepared in accordance with the provisions of this Schedule-R.

SCHEDULE-U : LIQUIDATED DAMAGES PAYABLE BY THE AUTHORITY

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waived or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.2	0.1% of the Performance Security per day subject to a maximum of 20% (twenty per cent) of the Performance Security
10.2.6	Delay in providing vacant access, constructive possession and license to possess the Maintenance Depots	Rs. 5,000/day for each day of delay
10.3.4	Delay in providing Right of Way to the Operator	Rs. 1,000/day for every 500 square meters or part thereof

SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3	0.1% of the Performance Security per day
12.5.1	Delay in completing the Fit Out Works	0.1% of the Performance Security per day per bus times the no. of buses allocated to the specific depot
13.6.1	Delay in procuring the Prototype Bus	0.5% (zero point five per cent) of the Performance Security for every week, or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security
13.8	Delay in procurement of buses for reasons not directly attributable to a Delay Event	0.1 % of the Performance Security per day for each Bus whose procurement is delayed; subject to a maximum of 10% (ten per cent) of the Performance Security
14.1.5	Delay in rectifying Punch List items	1% (one per cent) of the Performance Security per affected bus per day
17.5.1	Damages for breach of Maintenance Obligations	INR 2,500 per bus times the number of buses allocated to the specific depot
19.5.2	Failure to complete remedial measures	INR 2,500 per bus times the number of buses allocated to the specific depot
21.1	Delay in achieving Financial Closure	0.1% (zero point one per cent) of the Performance Security per day
41.2.3	Failure to redress complaints	INR 2,500 per Bus such complaint applies to for each day.

SCHEDULE-W : PRODUCT WARRANTY UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)
[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

Date: ....

OEM Name and Address:

To,

(Name & Address of Authority)

Dear Sir/Madam,

1. We, M/s (Name of the OEM) have agreed/committed to supply Buses to <name of the Operator> (Operator) for undertaking the Project] for Procurement, Supply, Operation and Maintenance of 450 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under the Concession Agreement dated xxxxx executed between the Authority and Operator.

2. One of the conditions of the said Concession Agreement is that we have to provide warranty for product restoration to ensure continuous operation in case of Termination of the Concession Agreement under Clause 32 of Concession Agreement.

3. We hereby undertake that we pledge our unconditional & irrevocable product warranty for all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement. We further agree that this undertaking shall be without prejudice to the various liabilities that the Operator would be required to undertake in terms of the Concession Agreement as well as other obligations of the Operator.

4. We undertake that we shall supply and replace all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement, at the pre-defined rate as per the Comprehensive Maintenance Contract.

5. This undertaking is irrevocable and unconditional and shall remain in force till the end of Contract Period.

6. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:
Yours faithfully,
(1) ....
(2) ....
(Signature of Authorized Signatory) on behalf of the OEM
Name & Designation ....
Name of the OEM ....
(Seal of OEM)

SCHEDULE-X : MONTHLY REPORTING FORMAT

Monitoring of Operation and Maintenance

Details of Depot	Date:		
Number of buses			
Daily assured km			
Assured km per month			
Per km fee (Rs/km) - Excl GST)			
Name of the city			
Address of the Depot			
List of Reports	**Daily**	**Monthly**	**Annual**
Breakdowns		Yes	
Punctuality		Yes	
Frequency		Yes	
Availability		Yes	
Passenger Complaints		Yes	
Driver/Crew Complaints		Yes	
Major Accidents	Yes		
Minor Accidents	Yes		
Kilometers of operation		Yes	
ITMS availability		Yes	
Safety report			Yes
Operational Infractions report		Yes	
Maintenance Inspection Report		Yes	
Scheduled Maintenance		Yes	
Unscheduled Maintenance		Yes	
Tests Report		Yes	
State of Health (SoH) of Battery		Yes	
Maintenance activities at Depots /Charging Stations		Yes	

SCHEDULE-Y : KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES

Clause	Event of default	Condition required	Damages/ Incentives
20.2	**Reliability** - Damages	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Fees* for 0.1 increase in reliability factor above 0.5
	- Incentive		0.05% of the Monthly Fees for every 0.1 decrease in Reliability factor below 0.5
20.3	**Availability** Damages	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 100% and till 95%- **50 kms/ shift/ bus** **2.** Less than 95% and till 90%- **60 kms /shift/ bus** **3.** Less than 90% **- 70 kms / shift/ bus**
20.4	**Punctuality** - Damages	Time start of trips for trips operated daily in the relevant month ("Start Punctuality") and on-time arrival at the final destination (in accordance with the Deployment Plan) ("Arrival Punctuality"). The Start Punctuality shall be equal to or more than 90% in any month ("Guaranteed Start Punctuality") and the Arrival Punctuality shall be equal to or more than 80% in any month ("Guaranteed Arrival Punctuality").	For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees.
	- Incentive		For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.
20.5	**Frequency** - Damages	% of the cumulative completed trips travelled by all Buses ("Trip Frequency") and % of the cumulative Bus Kilometers travelled by all Buses ("Bus Kms Frequency").	1% reduction in the Trip Frequency or the Bus Kms Frequency, 2% of the Monthly Fees
	- Incentive		1% reduction in the Trip Frequency or the Bus Kms Frequency, 0.05% of the Monthly fees.
	Safety of Operations - Damages	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the

Clause	Event of default	Condition required	Damages/Incentives
			Monthly Fees for each incident shall be applicable.
	- Incentive		If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive equal to 0.05% of the Monthly Fees shall be paid.
20.10	**Limits of Damages**		
	- **KPIs**	10% of the aggregate Monthly Fees payable.	
	- **Operational Infractions:**	5% of the Monthly Fees for that month.	

*Monthly Fees** shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

SCHEDULE-Z : COMPREHENSIVE MAINTENANCE AGREEMENT

[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

THIS COMPREHENSIVE MAINTENANCE CONTRACT AGREEMENT is entered into on this the ……….. day of ………….. 20…..

AMONGST

…………………. Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ………………………………(hereinafter referred to as the "**OEM**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes); and

The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Agreement dated ………..with the Operator for Supply cum Operation and Maintenance Agreement dated………………. (the "**SCOM or Concession Agreement**") for operation of Buses on build, own and operate basis ("**BOO**") .
B. The OEM is a constituent/shareholder of the Operator and is bound for the obligations of the Operator under the Concession Agreement. As part of its obligations, the Operator has already provided a Product Warranty Undertaking to the Authority.
C. In furtherance to the Product Warranty Undertaking, the OEM is entering into this Comprehensive Maintenance 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 COMPREHENSIVE MAINTENANCE CONTRACT

1.1 Meaning

"**Comprehensive Maintenance Contract**" shall mean and includes

a) predictive, preventive and breakdown maintenance of Buses and Chargers
b) cost of consumables
c) repair and replacement of faulty parts, assembly, sub-assembly and ITS hardware
d) refurbishment of Buses as per the Concession Agreement on actual cost basis
e) periodic painting of Buses
f) labour costs
g) maintenance, upgradation and revision of vehicle control software installed in Buses

h) attending Bus related infractions
i) repairs for accidents resulting from poor maintenance of Buses, any other repairs required due toaccidents on actual cost basis
j) periodic fitness, safety and any other mandatory certifications of Buses
k) attending driver complaints related to maintenance issues of Buses and
l) washing and cleaning of Buses

1.2 Applicability

In case of Termination of the Concession Agreement after COD and before the end of the Concession Agreement period, the OEM agrees to provide annual maintenance services for theBuses till the end of the original end date of the Concession Agreement period.

This Agreement is mutually exclusive with the Product Warranty Undertaking executed by theOEM for the purpose of executing the Concession Agreement by either the OEM or its Associate and it will become applicable only in the case of Termination of Concession Agreement.

1.3 Responsibility of the OEM

The OEM agrees to maintain Buses in operational condition till the end of the original period asper the Concession Agreement. Further, OEM undertakes to supply and/ or replace any consumables which may be required as per the Maintenance Schedule under the Concession Agreement.

The OEM will also ensure replacement of battery, motor or any other mechanical and electricalpart of the Bus which is defected or has reached the end of its useful life.

2. CONSIDERATION

2.1 Amount of consideration

For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the timeof Termination) against the Actual Bus Kilometers ("**Monthly Maintenance Fees**") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.

Further, notwithstanding anything to the contrary contained under this Agreement or the Concession Agreement, the OEM agrees to replace battery when SoH falls below 80%.

3. DAMAGES PAYABLE

3.1 Key Performance Indicators (KPIs)

Article 20.2, 20.3 and 20.6 reflecting the Key Performance Indicators (KPIs) related to Reliability, Availability and Safety respectively, as per the Concession Agreement should not be affected due to failure of OEMs to ensure regular maintenance of Buses. In case such KPIs are not met by the

Buses after termination due to the reasons attributable to the OEM then in such case the OEM shall be liable to damages as per the following table:

KPIs	Condition required	Damages/ Incentives
Reliability	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Maintenance Fees* for 0.1 increase in reliability factor above 0.5
Availability	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 100% and till 95%- **50 kms/ shift/ bus** **2.** Less than 95% and till 90%- **60 kms /shift/ bus** **3.** Less than 90% - **70 kms / shift/ bus**
Safety of Operations	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Maintenance Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the Monthly Maintenance Fees for each incident shall be applicable.
Limits of Damages	10% of the Monthly Maintenance Fees	

3.2 Infractions

Damages on account of Infractions related to maintenance of Buses as defined in the Original Concession Agreement shall be payable by the OEM.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of OEM by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of AUTHORITY by:

(Signature)

(Authorized Signatory)
(Designation)
(Address)
(Fax No.)

(Name)
(Designation)
(Address)
(Fax No.