

Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur



**Public Private Partnership on Design Build Finance Operate
and Transfer (DBFOT) Basis**

REQUEST FOR PROPOSALS VOLUME-II (DRAFT CONCESSION AGREEMENT)

September, 2017

Issued by:-

**RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY
Parivahan Bhawan, Sahkar Marg, Jaipur**

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**CONCESSION AGREEMENT FOR
DEVELOPMENT OF INTEGRATED BUS TERMINAL CUM COMMERCIAL COMPLEX AT
HEERAPURA, JAIPUR**

THIS CONCESSION AGREEMENT is made this __ day of ____ 20**

BY AND BETWEEN

RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY, a statutory body constituted under RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY ACT, 2015 having its office at Parivahan Bhavan, Sahkar Marg, Jaipur, acting through its Chairman, hereinafter referred to as “AUTHORITY” or “RSBTDA”, (which expression shall, unless the context otherwise requires, include its successors and assigns) of the FIRST PART

AND

M/s _____, a limited liability company, incorporated under the Companies Act, 2013, having its registered office at _____ India, represented by Mr. _____ duly authorized vide board resolution dated _____ hereinafter referred to as the “Concessionaire” (which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the SECOND PART ;

AND

Consortium of M/s _____, having its registered office at _____ (details of the private promoters / members of the Preferred Bidder)-and M/s _____ having its registered office at _____, collectively referred to as the “Preferred Bidder”, the confirming party to this Agreement (which expression shall, unless the context otherwise requires, include their respective successors and permitted assigns) of the THIRD PART

Note: In case the Preferred Bidder is not a consortium and is a single entity then the above mentioned be suitably modified in the finalized version.

The “RSBTDA”, “Concessionaire” and “Preferred Bidder” are hereinafter referred to as “Party” individually and collectively as “Parties”.

WHEREAS:

- A. The Government of Rajasthan (GOR) is keen to improve the intercity bus transport infrastructure in the State of Rajasthan. As a part of this effort, it is proposed to develop and establish state-of-the-art bus terminals in the State on public-private partnership basis.
- B. RSBTDA, is intending to develop various bus terminals to provide better infrastructure and modern transport facilities to the users. This will involve the modernization of the existing infrastructure facilities by construction of new terminals and the provision of improved and enhanced passenger facilities and amenities with private sector participation. These terminals would be operated and maintained at a pre-determined quality standard, rendering cost effective and efficient services to the users.
- C. The RSBTDA has decided to develop a new Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur as a green field Project through private sector participant on the design, build, finance, operate and transfer (DBFOT) basis. The Project comprises, subject to the terms and conditions of this Agreement, the development, design, financing, construction, operation and maintenance of the Project Facilities by the private sector participant during the Concession Period (90 years), including the right to develop, design, finance, construct and maintain the Commercial Facility and to undertake the marketing, booking and allotment of built up area therein and to demand, charge, collect, retain and appropriate the User Charges and the Premia therefrom.
- D. Pursuant to the above, the RSBTDA undertook a transparent competitive bidding process and issued a Request for Proposal dated _____, 20__ inviting bids for the Project and identified **M/s** _____ / the consortium of **M/s** _____ and **M/s** _____ and **M/s** _____ as the "**Preferred Bidder**".
- E. Having accepted the Bid of the Consortium/single entity and having identified the Preferred Bidder, RSBTDA issued **Letter of Award No.** _____ **dated** _____, 20__ (hereinafter called the "LOA") to the Consortium/single entity requiring, inter alia, the execution of this Concession Agreement within 45 (forty five) days of the date of issue thereof.

- F. The Preferred Bidder has since promoted and incorporated the **Concessionaire** as a limited liability company under the Companies Act, 2013, in the form of Special Purpose Vehicle (SPV) and has requested the RSBTDA vide its letter no _____ dated _____ (Annexure-) to accept the **Concessionaire** as the entity which shall undertake and perform the obligations and exercise the rights of the Preferred Bidder under the LOA, including the obligation to enter into this **Concession Agreement** pursuant to the LOA for executing the Project.
- G. By its letter dated _____ (Annexure-), the **Concessionaire** has also joined in the said request of the Preferred Bidder to the RSBTDA to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Preferred Bidder including the obligation to enter into this **Concession Agreement** pursuant to the LOA. The **Concessionaire** has further represented to the effect that it has been promoted by the Preferred Bidder for the purposes hereof and that its constitution and shareholding pattern is as per the terms of RFP issued by RSBTDA, in this regard.
- H. The RSBTDA, has agreed to the said request of the Preferred Bidder and Concessionaire, and has accordingly agreed to enter into the **Concession Agreement** with the **Concessionaire**, along with the Preferred Bidder as the confirming Party, for execution of the Project on Plan, Design, Engineer, Finance, Construct, Market, Operate, Maintain and Transfer basis, subject to and on the terms and conditions set forth hereinafter.
- I. Following the issue of the Letter of Award (LOA), the Preferred Bidder within 21 (twenty one) days of issue of LOA has made the payments, as specified in LOA (**Appendix I**), a pre-condition to the execution of this Agreement. The Preferred Bidder has also furnished Bank Guarantee towards Construction Performance Security for an amount and in the manner specified in RFP. Following the payments as aforesaid and furnishing of Construction Performance Security, the RSBTDA has agreed to award the implementation of the Project to the **Concessionaire** on the terms, conditions and covenants hereinafter set forth in this Agreement.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

In this Agreement, unless repugnant to the context or inconsistent therewith, the following words, phrases and expressions shall bear the meaning hereinafter respectively assigned to them:

1. **“Accounting Year” or “Financial Year” or “Year”** means the financial year commencing on 1st April in each year and ending on 31st March in the next year or any re-enactment thereof, as in force from time to time except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the Compliance Date to the 31st March of next calendar year. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date;
2. **“Additional Annual Premium”** means the amount offered by the Preferred Bidder as its Bid Price over and above the Reserve Annual Premium fixed by RSBTDA;
3. **“Adda Fees”** is the tariff set forth in Schedule IX which is to be paid by an operator (including Rajasthan State Road Transport Corporation) for each bus operating from the Bus Terminal to the Concessionaire which shall be retained and appropriated by the Concessionaire in accordance with the provisions of this Concession Agreement.
4. **“Agreement”** means this agreement including the recitals, schedules and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.
5. **“Applicable Laws”** means any statute, ordinance, notification, rule, regulation, judgement, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Rajasthan, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.

6. **"Applicable Permits" or "Clearances"** means any and all permissions, clearances, licenses, permits, consents, no-objections, exemptions, registrations, filings or other authorisations of whatever nature, including without limitation environmental clearances, approvals of or from any Competent Authority required in connection with the Project and for undertaking, performing or discharging the obligations or fulfillment of the purposes contemplated by this Agreement from various agencies/instrumentalities indicated in Schedule VII.
7. **"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 read with ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015 and shall include modifications to or any re-enactment thereof, as in force from time to time;
8. **"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.
9. **"Bid" or "Proposal"** means the documents in their entirety comprised in the proposal or bid submitted by the Preferred Bidder, M/s _____(including the Technical And Financial Proposal or Bid) in response to the Request for Proposal, and accepted by the RSBTDA, with amendments and modifications, if any, pursuant to negotiations between the Parties, signed for verification by the authorised representatives of the Parties, attached hereto as Schedule XV.
10. **"Bid Security"** means the bank guarantee/demand draft in favour of RSBTDA furnished by the Bidder as bid security for an amount and in the manner specified in RFP Vol-I.
11. **"BTF Total Project Cost"** means the lowest of the following:
 - (a) Total Project Cost for the BTF as set forth in the Financing Documents.
 - (b) Actual capital cost of the BTF upon completion thereof as certified by statutory auditors.
 - (c) A sum of Rs.60.00 crore (Rupees sixty crore) for the BTF.

12. **“BTF Implementation Schedule”** means the Implementation Schedule for the Bus Terminal Facility as set forth in Schedule XVI.
13. **“Built up area” or “Floor Area”** means the permissible covered area of a building at all floor levels put together, as defined in the applicable bylaws;
14. **“Bus Terminal Facility” or “Bus Terminal” or “BTF” or “BTF Assets”** means the RSBTDA Bus Terminal located at Heerapura Jaipur comprising of but not limited to (i) Bus Terminal Elements such as bus bays (boarding/alighting/idle parking), bus circulation area, (ii) Passenger Amenities such as passenger concourse (ticketing counters, kiosk, commercial built up area, waiting lounges, passenger circulation area, public utilities), parking areas for private vehicles, pick up and drop facilities, Bus-Q-Shelter for city buses (iii) the RSBTDA Facilities; (iv) the Common Areas and Support Infrastructure related to Bus Terminal Facilities; and (v) Any Other Structures, works, appurtenances or facilities constructed at the Bus Terminal, more particularly described in Schedule I, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site; provided that the RSBTDA Facilities shall be operated and maintained by the RSBTDA at its cost.
15. **“Business Day”** means a day on which banks are generally open in Jaipur for transaction of normal banking business.
16. **“Change in Law”** means occurrence of any of the following events after the execution of this Agreement:
 - (a) enactment of any new Applicable Law;
 - (b) the repeal in whole or in part (unless re-enacted with the same effect) or modification of any existing Applicable Law;
 - (c) the change in interpretation or application of any Applicable Law;
 - (d) the imposition of a requirement for a Clearance(s) (other than for cause) not required on the date of this ;
 - (e) after the date of grant of any Clearance(s), a change in the terms and conditions attaching to such Clearance (s) (other than for cause) or the attachment of any new terms and conditions to a Clearance (s)(other than for cause); or

- (f) any Clearance (s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application therefor having been duly made in good time.

For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

17. **"Commercial Complex "** or **"Commercial Development "** or **"Commercial Facility"** or **"CF"** means the commercial facility, comprising of built up area (shops, office space, hotels, malls etc.), the common areas (including the parking lots as applicable, the green areas, internal roads, landscape structures etc.) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (above the Bus Terminal Facility or as a separate building/structure constructed on a stand alone basis) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.
18. **"Commercial Operations"** means the commercial use of the Bus Terminal Facility by charging, demanding, collecting, retaining and appropriating the User Charges.
19. **"Commercial Operation Date" or "COD" or "Operations Date"** means the date on which the Independent Engineer in consultation with the RSBTDA issues the Provisional Certificate or the Completion Certificate for the Bus Terminal Facility, upon which the Concessionaire commences Commercial Operations.
20. **"Competent Authority"** means Gol, any state government or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local having jurisdiction over the Project, the Concessionaire, the Project Assets, the Project Site and the Works or the

performance of all or any of the services, obligations or covenants of Concessionaire under or pursuant to this Agreement or any portion thereof.

21. **“Completion Certificate”** means certificate in respect of the Bus Terminal Facility issued by the Independent Engineer in consultation with the RSBTDA pursuant to Clause 9.6 (c).
22. **“Compliance Date”** shall have the meaning specified in Clause 3.2(b).
23. **“Concession”** shall have the meaning ascribed thereto in Clause 2.1.
24. **“Concession Period”** means the period specified in Clause 2.2
25. **“Concessionaire”** means M/s.....and shall include, unless the context otherwise requires or admits, its successors and permitted assigns.
26. **“Condition Precedent”** means the conditions set out in Article 3 hereof.
27. **“Consortium”** means the consortium/joint venture/partnership consisting ofand.....(the “Consortium Members”) formed/acting pursuant to the memorandum of agreement dated__entered into by them, attached hereto as Schedule XV, for the purpose of bidding for the Project and in the event of being successful to implement the Project.
28. **“Construction Completion”** shall have the meaning specified in Clause 9.5 (a)
29. **“Construction Period”** means the period from the Compliance Date to the date of issue of the Provisional Certificate or Completion Certificate for the Bus Terminal Facility, as the case may be.
30. **“Construction Works”** means the works and things necessary for achieving Construction Completion of the Project Facilities in accordance with the provisions of this Agreement, including Commercial Operations in case of the Bus Terminal Facility.
31. **“Debt Due”** means the aggregate of the following sums expressed in Indian Rupees outstanding and payable to the Lenders in respect of the BTF under the Financing Documents:-

- (a) The principal amount of the debt provided by the Lenders under the Financing Documents for financing the Bus Terminal Facility which is outstanding as on the Transfer Date, excluding any part of the principal (of such debt) that had fallen due for repayment one year prior to the Transfer Date unless such repayment had been rescheduled with the prior consent of the RSBTDA; and
 - (b) All accrued interest, financing fee and charges payable on or in respect of the debt referred to in the sub clause (a) above up to the date preceding the Transfer Date but excluding any interest or charges that had fallen due one year prior to the Transfer Date, and penal interest or charges payable under the Financing Documents to the Lenders.
- 32. **“Designs and Drawings”** includes the conceptual and detailed designs, working drawings and engineering, plans, backup technical information required for the Project Facilities and all calculations, samples, patterns, models, specifications and other technical information relating thereto.
- 33. **“Directive”** means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified/directive issued by the RSBTDA to the Concessionaire, and any modification, extension or replacement thereof from time to time in force.
- 34. **“Dispute Resolution Procedure”** means the procedure for resolution of disputes set forth in Article 16.
- 35. **“Easementary Rights”** means all easements, reservations, right of way and other similar purposes, or zoning or other restrictions as to the use of the real property, which are necessary or appropriate for the conduct of activities of the Concessionaire related to the Project Facilities or which customarily exist on properties which are similarly situated and are engaged in similar activities.
- 36. **“Encumbrances”** means 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 obligation or restriction and shall include physical or legal obstructions or encroachments

on the Project Facilities or Third Party claims or rights of any kind attaching thereto.

37. **“Equity”** means the sum expressed in Indian Rupees representing the equity share capital of the Concessionaire for the Project and shall include the funds advanced by any Consortium Member or by any of the shareholders of the Concessionaire for meeting the equity component of the Total Project Cost (BTF plus CF) and shall include convertible instruments or other similar forms of capital, which shall compulsorily convert in to equity share capital of the Concessionaire. Provided, however, that for the purposes of computing Termination Payments under this Agreement, Equity shall be reckoned as an amount that is arrived at after excluding from the equity share capital of the Concessionaire (relating to the BTF Total Project Cost) the sum by which the capital cost of the Bus Terminal Facility, as stated by the Concessionaire for purposes of claiming Termination Payments, exceeds the BTF Total Project Cost. Provided further, any equity brought in after Commercial Operations shall not be considered or taken into account for the purpose of Termination Payment.
38. **“Escrow Account”** means the bank account in the Escrow Bank into which all the inflows related to Adda Fee, User Charges (as per Schedule IX) and advertisement revenues from the Project and outflows on account of operations and maintenance expenditures that accrue or arise under, in connection with or pursuant to the BTF shall be credited or debited, as the case may be, in accordance with the provisions hereof and of the Escrow Agreement and shall include the sub-accounts of such account.
39. **“Escrow Agreement”** means the agreement to be entered into by and among the RSBTDA, the Concessionaire, and the Escrow Bank in relation to the opening and operation of the Escrow Account, substantially in the form set forth in Schedule XII.
40. **“Escrow Bank”** means the bank, mutually agreed upon by the RSBTDA, the Concessionaire, for the purpose of opening the Escrow Account.
41. **“Event of Default”** means a Concessionaire Event of Default and/or a RSBTDA Event of Default, as the context may require or admit.

42. **“Environment Management Plan”** means the plan set out in Schedule IV.
43. **“Financial Closure”** means the date on which the Financing Documents providing for funding by the Lenders have become effective and the Concessionaire has immediate access to such funding under the Financing Documents.
44. **“Financing Documents”** means the documents executed by the Concessionaire in respect of financial assistance (including refinancing) for the Project to be provided by the Lenders by way of loans, advances, subscription to debentures and other debt instruments and guarantees, risk participation, take-out financing, lease finance or any other form of credit enhancement and shall include loan agreements, guarantee agreements, subscription agreements, notes, debentures and any documents providing security for such financial assistance. Provided that for the purpose of computing Termination Payments and Debt Due, the financial assistance provided by the Lenders under such documents shall be restricted to the financial assistance for the Bus Terminal Facility.¹
45. **“Force Majeure”** or **“Force Majeure Event”** shall mean an act, event, condition or occurrence specified in the Article 12.
46. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of engineering, procurement, construction, equipment, safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled concessionaire/contractor and/or operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project.
47. **“GOR”** means the Government of the State of Rajasthan, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Rajasthan and its administrators, successors and assigns.
48. **“Gol”** means the Government of India.

¹ and the Financing Documents shall set forth the separately the BTF Total Project Cost and the CF Total Project Cost.

49. **“Independent Engineer”** means the engineer appointed under the provisions of Clause 9.9(a).
50. **“Indian Rupees”, “Rupees”, “Rs.”, “Re.” or “₹”** means the lawful currency of the Republic of India;
51. **“Independent Expert”** means the any person, body or organization of repute with recognised technical/professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement, appointed by RSBTDA at the Concessionaire’s cost.
52. **“Intellectual Property”** means all patents, trade marks, 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, 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;
53. **“Lenders”** means financial institutions, banks, non banking financial companies, funds, trusts or trustees of the holders of debentures or other securities who provide financial assistance to the Concessionaire under the Financing Documents.
54. **“Material Adverse Effect”** means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.
55. **“Material Breach”** means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects or is likely to affect the Project/ the performance of the transactions contemplated by this Agreement or has/is likely to have a Material Adverse Effect.
56. **“Operations Period”** is the period commencing from the COD and ending on the expiry of Concession Period by efflux of time or earlier Termination, as

the case may be.

57. **“O&M”** means the operations and maintenance of the Project Facilities (other than the RSBTDA Facilities) and includes inspection, surveys, testing, checks, and remedying the defects therein in accordance with the provisions of this Agreement, including the Specifications and Standards and Good Industry Practice.
58. **“O&M Contract”** means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;
59. **“O&M Contractor”** means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Authority;
60. **“O & M Steering Committee”** means the Committee constituted by RSBTDA specified in Clause 9.9(b) hereof.
61. **“Party”** means either the RSBTDA or the Concessionaire or the Preferred Bidder, and the **“Parties”** means collectively the RSBTDA and the Concessionaire and the Preferred Bidder.
62. **“Passenger Amenities”** means the facilities to be provided by the Concessionaire as stipulated in Schedule I.
63. **“Performance Security”** means the irrevocable and unconditional bank guarantee (Construction Performance Security and/or the Operations Performance Security, as the context may require or admit) provided by the Concessionaire from a nationalised / scheduled bank approved by the RSBTDA, substantially in the form set out in Schedule VI-1 and Schedule VI-2, as guarantee for the performance of its obligations in respect of the Project.
64. **“Performance Standards”** or **“Minimum Operation & Maintenance Requirements”** means the standards for the operation and maintenance of the Bus Terminal Facility (other than the RSBTDA Facilities), as set forth in Schedule XI.
65. **“Person”** means any natural person, firm, corporation, company, voluntary

association, partnership, joint venture, trust, incorporated organisation, unincorporated organisation, any government or competent authority or instrumentality thereof or other entity.

66. **“Preferred Bidder” or “Selected Bidder”** means the Consortium/entity that has been successful in the bidding process for the Project and that has incorporated an SPV to discharge obligations as Concessionaire.
67. **“Premia” or “Premium”** means the amounts of money that the Concessionaire may, subject to the provisions hereof, demand, charge, collect, retain and appropriate from the applicants (persons making bookings)/allottees/ lessees/other persons in respect of the built up areas in the Commercial Facility at the market driven rates determined by the Concessionaire.
68. **“Project”** means, subject to the provisions of this Agreement, the (i) development, financing, design, construction, operation and maintenance of the Project Facilities (other than operation and maintenance of the RSBTDA Facilities) at the Project Site and all activities incidental thereto such as engineering, testing commissioning and insurance; (ii) demanding, charging, collecting, retaining and appropriating of User Charges by the Concessionaire as per Schedule IX in respect of the Bus Terminal Facility (iii) transfer of the Bus Terminal Facility to the RSBTDA on the Transfer Date; (iv) the marketing, booking and allotment of the built up areas comprising the Commercial Facility by the Concessionaire and demanding, charging, collecting, retaining and appropriating the Premia for such areas from the applicants (persons making bookings)/allottees/lessees/other persons, the leasing of such areas and maintenance thereof in accordance with the provisions hereof; and (v) the payment of Upfront Amount and Total Annual Premium by the Concessionaire to the RSBTDA in lieu of grant of Concession as per terms of this Agreement.
69. **“Project Agreements”** means, collectively this Agreement the engineering, procurement and construction (EPC) agreements and operation and maintenance (O&M) agreements (other than for the RSBTDA Facilities) and any other material agreements (other than the Financing Documents) entered into or may hereinafter be entered into by the Concessionaire in connection with the Bus Terminal Facility.

70. **“Project Assets”** means collectively the Bus Terminal Facilities and the CF assets, in each case comprising all tangible and intangible assets relating respectively to the BTF or CF, as the case may be, including, but not limited to, (a) rights over the Site in the form of licence, right-of-way or otherwise; (b) tangible assets such as foundation, buildings, substructures and superstructures, pavements, over-bridges, works, subways, drainage facilities, sign boards, equipment, electrical works for lighting of and telephone and communication equipment; (c) financial assets, such as receivables, cash and investments; (d) rights under the Project Agreements and other agreements and (c) insurance proceeds.

Provided that the Concessionaire shall have no right, title or interest in the RSBTDA Facilities and/or incomes or revenues of the RSBTDA and income/revenue of the RSRTC or private operators for the running and operation of the bus fleet or otherwise.

71. **“Project Facilities”** means collectively the Bus Terminal Facility and the Commercial Facility.
72. **“Project Site”** or **“Site”** means the lands, appurtenances and rights in relation thereto on, including Easementary rights and the approach land on, under, in or through which the Project Facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, more particularly described in Schedule XIV and depicted on the site plan attached thereto.
73. **“Private Bus Operator/(s)”** means any Person holding a valid permit/license from Transport Department, GoR, to operate buses on intercity/interstate routes including Lok Parivahan Scheme or any other scheme as notified by GoR.
74. **“Provisional Certificate”** means certificate in respect of the Bus Terminal Facility issued by the Independent Engineer in consultation with the RSBTDA pursuant to Clause 9.6 (b).
75. **“Punch List Items”** shall have the meaning specified in Clause 9.6 (b).
76. **“Request for Proposal”** or **“RFP”** means the Request for Proposal issued by RSBTDA in _____, 20__ inviting bids/proposals for the Project, and

includes any addendum/clarifications issued in respect thereof by RSBTDA.

77. **“Reserve Annual Premium”** means the base amount fixed by RSBTDA over and above which the Bidder shall quote its Bid Price in the form of Additional Annual Premium;
78. **“RSBTDA”** means the Rajasthan State Bus Terminal Development Authority and includes its successors and assigns.
79. **“RSRTC”** means Rajasthan State Road Transport Corporation established as a statutory body in 1964, under the Road Transport Corporation Act 1950,
80. **“RSBTDA Facilities”** shall mean to include the Authority’s Central Office, the Authority’s Regional Office and Mini Workshop (area 2800 sqm) for minor repair & washing of buses to be constructed by the Developer with no liability to maintain the same and shall also mean to include an open space of 400 sqm (unconstructed) for locating and operating a Fuel Filling Station by the Authority.
81. **“RTPP Act”** means The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
82. **“Scheduled Construction Completion Date”** shall have the meaning specified in Clause 9.5(b).
83. **“Scope of Work”** shall mean to include the works specified in Schedule-I and Schedule-II of the Concession Agreement.
84. **“Security Interest”** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law;
85. **“Specifications and Standards”** means collectively the Technical Specifications and the Performance Standards for the Bus Terminal Facility or either of them as the context admits or requires

86. **“Statutory Auditors”** means a reputed firm of chartered accountants duly licensed to practice in India acting as statutory auditors of the Concessionaire.
87. **“Subcontractor”** means the equipment, procurement and construction (EPC) contractor(s) and/or operation and maintenance (O&M) contractor (s) and/or any other contractors and sub-contractors, manufacturers or suppliers of Works or part thereof, as the context admits or requires, to whom the Concessionaire contracts or subcontracts the Works relating to the Project Facilities.
88. **“Substitute Entity”** means the entity specified in Clause 13.4.
89. **“Tax”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levied of any nature whatsoever, whether by GOI, GOR, the RSBTDA or Competent Authorities, and in respect of any Person and all penalties, charges, costs and interest relating to it.
90. **“Technical Specifications and Standards”** means the technical specifications and standards for the Bus Terminal Facility set forth in Schedule -III hereof
91. **“Termination”** means prior termination of this Agreement pursuant to Termination Notice but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course.
92. **“Termination Payment”** means the aggregate of the amounts payable by RSBTDA to the Concessionaire under this Agreement upon Termination. Provided, however, that for purposes of determining such Termination Payments the capital cost of the Project shall at all times be reckoned as an

amount not exceeding the BTF Total Project Cost and the liability of the RSBTDA to make such payments shall be determined as if such capital cost is restricted to BTF Total Project Cost.

93. **“Third Party”** means any Person, real or judicial, or entity other than the RSBTDA and the Concessionaire.
94. **“Total Annual Premium”** shall mean the arithmetic sum of Reserve Annual Premium, which is Rs 1.00 crore (Rupees One crore only), as fixed by RSBTDA and the Additional Annual Premium as offered by the Preferred Bidder and accepted by the RSBTDA, that shall be payable by the Concessionaire to the RSBTDA as per provision in Article 10.
95. **“Tests”** means the tests to be carried out pursuant to this Agreement.
96. **“Transaction Documents”** means collectively the Project Agreements and the Financing Documents.
97. **“Transfer Date”** means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier Termination thereof, in accordance with the terms of this Agreement.
98. **“Upfront Amount”** means an amount fixed by the Authority which the Preferred Bidder has to pay to RSBTDA before entering into the Concession Agreement.
99. **“Users”** means Persons and entities using the Bus Terminal Facility.
100. **“User Charges”** means the charges, levies, tariffs, prices, license fees, royalties, service charges, advertisement revenues, parking fees from parking lots/facilities in the BTF or all sources of revenue or amounts of money by whatever name called that are payable at any time and from time to time by any Person/entity/user to the Concessionaire in respect of the Bus Terminal Facility (other than RSBTDA Facilities).
101. **“Vacant Possession”** means delivery of possession of the lands comprising the Project Site, free from all Encumbrances, and the grant of all Easementary Rights and all other rights appurtenant thereto.
102. **“Works” or “Scope of Works”** means the works relating to the

development, design, construction and O&M of the Project Facilities (singularly or collectively, as the context admits or requires), to be undertaken by the Concessionaire and/or its Subcontractors in accordance with the provisions hereof, including the Specifications and Standards , and the services and things to be designed, engineered, constructed, supplied, executed, manufactured, installed, completed, tested, commissioned, rectified, replaced, made good, carried out and undertaken and any other permanent, temporary or urgent works required hereunder in respect of such facility, detailed in Schedule-I and Schedule-II.

103. “WPI” means the wholesale price index for all commodities published monthly by the Office of the Economic Advisor to the Government of India, Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- (b) words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender; and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- (d) words “include” and “including” are to be construed without limitation;
- (e) any reference to any point in time shall mean a reference to that point in time according to Indian Standard Time; any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India);
- (f) any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a calendar month;

- (g) the Schedules to this Agreement form an integral part of this Agreement and shall be in full force and effect as though these were expressly set out in the body of this Agreement;
- (h) reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified, novated or suspended at the time of such reference;
- (i) references to recitals, clauses, sub-clauses, schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clauses, sub-clauses, schedules of or to this Agreement;
- (j) 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;
- (k) references to “construction” include, unless the context otherwise requires, investigation, design, development of site, engineering, procurement, delivery, transportation, installation, processing, fabrication, up gradation, equipping, installation, establishment, testing, commissioning and other activities incidental to the construction and “construct” shall be construed accordingly;
- (l) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer/Expert shall be valid and effective only if it is in writing under the hands of duly authorised representative of such Party or the Independent Engineer/Expert;
- (m) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate or determination by any Person, unless otherwise specified, such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “endorsed”, “consent”, “approval”, “certify” or “determined” shall be construed accordingly;

- (n) unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (o) any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning;
- (p) the damages payable by a Party to the other Party as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage/liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;
- (q) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator; and
- (r) reference to a Person shall be construed as including a reference to its successors and permitted assigns in accordance with their respective interests.

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.

1.4 AMBIGUITIES WITHIN THE AGREEMENT

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. 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 on one hand and the Specifications and Standards on the other hand, 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.

1.4.2 Priority of Documents

Subject to the provisions of Sub-clause 1.4.1, 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 descending order:

- (a) The Letter of Award issued to the Preferred Bidder
- (b) This Agreement
- (c) The Schedules to this Agreement including the Price Bid
- (d) Written addenda to the RFP
- (e) The written clarifications issued to the bidders
- (f) The RFP Vol-I (Instructions to Bidders)

ARTICLE 2

GRANT OF CONCESSION

2.1 CONCESSION

Subject to the terms and conditions of the Agreement, the RSBTDA grants to the Concessionaire and the Concessionaire hereby accepts the Concession including the exclusive right, authority and authorisation during the subsistence of this Agreement, including extension thereof, to plan, design, finance, engineer, construct, develop, operate, maintain and manage the Project as per terms hereof and enjoy its commercial benefits during the Concession Period.

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Concessionaire, the exclusive right and authority to enjoy and undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Clearances:

- (a) Develop, finance, design, construct, manage, operate and maintain the Bus Terminal Facility as per the Scope of Work of the Project as mentioned in Schedule-I as per good industry practice and to manage and handle the use thereof by Third Parties;
- (b) Demand, charge, collect, retain and appropriate Adda Fee, User Charges and other revenues defined in Concession Agreement;
- (c) Manage and handle the bus movement within the Bus Terminal Facility;
- (d) Manage and handle the movement of pedestrian traffic and intermediate public transport/other vehicles within the Bus Terminal Facility;
- (e) Manage, operate and execute rights over all or any part of the Project Assets without any limitation or restriction other than those expressly set out in this Concession Agreement;
- (f) Appoint Subcontractors or agents on its behalf to assist the Concessionaire in fulfilling its obligations in relation to the Bus Terminal Facility;
- (g) Have access and liberty to plan, design, construct, finance, maintain and operate the proposed Project with the associated facilities and services at the Project Site during the Concession Period in accordance with the provisions of

this Agreement. After the Termination of the Agreement due to any reason, any construction or development made by the Concessionaire on the specified area in respect of the Project Facility, shall be deemed to be the property of the RSBTDA and the Concessionaire shall be deemed to have relinquished all its rights in such property in favour of RSBTDA

- (h) Hand over the Bus Terminal Facility to the RSBTDA on the Transfer Date;
- (i) Develop, finance, design, market, construct, operate and maintain the Commercial Facility as per the Scope of Work of the Project as mentioned in Schedule-II and demand, charge, collect, retain and appropriate the Premia from the applicants/allottees/lessees/other persons in respect of the built up area thereat in accordance with the provisions hereof;
- (j) enjoy possession through leave and license over the Project Site for a period that shall be co-terminus with the Concession Agreement;
- (k) have exclusive right and authority, during the Concession Period, to carry out the specified activities in relation to the Project Facilities; and
- (l) Exercise and/or enjoy the rights, powers, privileges, authorisations and entitlements as set forth in this Agreement.

2.2 CONCESSION PERIOD

The Concession Period shall commence from the Compliance Date and shall extend for a period of 32 years (thirty two years) from such date or the earlier Termination or any extension of this Agreement in terms hereof. The Concession Period shall include the Construction Period of twenty four months specified for completion of BTF.

2.3 ACTIONS IN SUPPORT OF CONCESSION

- (a) The RSBTDA shall take steps to ensure that the intercity buses including RSRTC's, Lok Parivahan Seva and private operators' buses operating from Jaipur make use of the Bus Terminal Facilities for onward and inward journeys as per schedule finalized by the Authority. This shall however be subject to future policy of GoR in this context.
- (b) The RSBTDA shall assist the Concessionaire, as necessary and mutually

agreeable, to enable the Concessionaire to achieve Financial Closure. Such assistance shall include discussion in good faith and entering into appropriate further documentation or additional writings in order to facilitate the process of achieving Financial Closure and which do not materially and adversely affect the rights and interests of the RSBTDA hereunder or impose additional material liabilities.

- (c) In order to implement the Project, the Concessionaire shall have the right to sub-contract to Subcontractors, at its cost and risk, any of the Works without in any way relieving the Concessionaire of its obligations as set out in this Agreement, provided such Subcontractors are capable of discharging the obligations under this Agreement for and on behalf of the Concessionaire and possess the qualifications, experience and skills for undertaking such works; provided further, in the event the Concessionaire subcontracts over 50% or whole of the works relating to the Project Facilities, it may do so only with the prior written consent of the RSBTDA, which consent shall be given within 15 (fifteen) days of receipt of the Concessionaire's written request in this behalf, failing which the RSBTDA shall be deemed to have consented to such subcontracting. Notwithstanding the express or deemed consent of the RSBTDA to such subcontracting, the Concessionaire shall be solely responsible for the same and shall not be relieved in any manner of its obligations herein. The Concessionaire shall ensure that any of its obligations, which are relevant to the scope of work of Subcontractors, pursuant to this Agreement, are incorporated in the terms and conditions under which such Subcontractors are retained.
- (d) The RSBTDA shall use best efforts to ensure that the other concerned Competent Authorities extend the requisite facilitation and assistance to the Concessionaire in the implementation of the Project Facilities, including the construction of the approach roads to and from the Site, the provision of police assistance on payment by Concessionaire at the applicable rates and the approvals or facilitation needed from the municipal/local bodies.
- (e) The RSBTDA hereby acknowledges the right of the Concessionaire to handle and manage the movement of vehicles at the Site and the parking of vehicles in the parking lots thereat from time to time as may be reasonably necessary for undertaking the obligations hereunder and to shut down the bus bays at the Bus Terminal temporarily in cases of emergency, in consultation with the RSBTDA, as

feasible. Any such handling, management or shutdown of the bus bays shall not be a breach by the Concessionaire of its obligations under this Agreement or be construed as a repudiation by the Concessionaire of its rights to the Concession granted under this Agreement. The Concessionaire shall keep all such closures to a minimum so as to ensure smooth movement and parking of vehicles and pedestrian movement.

ARTICLE 3

CONDITIONS PRECEDENT

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other Party (the “Conditions Precedent”).

3.1 CONDITIONS PRECEDENT FOR RSBTDA

The obligations of the Concessionaire hereunder are subject to the satisfaction in full of the following Conditions Precedent of RSBTDA. The RSBTDA shall have

- a) Handed over to the Concessionaire the Possession of the Project Site through leave and license in accordance with the terms of this Agreement; and
- b) Made/procured change in the land use of the Project Site at Concessionaire’s cost, if required.
- c) Appointed the Independent Engineer in accordance with the terms hereof
- d) Issued government orders or gazette notifications as necessary regarding levy of Adda Fees on buses including the buses of RSRTC for use of Heerapura Bus Terminal
- e) Issued government orders or gazette notifications to ensure that the intercity buses including RSRTC's, Lok Parivahan Seva and private operators' buses operating from Jaipur do make use of the Bus Terminal Facilities at Heerapura(appox. 1200 bus trips) for onward and inward journeys as per schedule finalized by the Authority subject to GoR policy in force from time to time.

CONDITIONS PRECEDENT FOR CONCESSIONAIRE

The obligations of RSBTDA hereunder are subject to the satisfaction in full of the following Conditions Precedent of the Concessionaire. The Concessionaire shall have:

- a) Made all the applications at its cost and procured the Applicable Permits or Clearances set out in Schedule VII, including environmental clearances and

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National Highway Authority of India (NHAI) clearance that are required for commencing construction and execution of the Works unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Clearances are in full force and effect;

- b) Provided the RSBTDA certified true copies of its constitutional documents and board resolutions authorising the execution, delivery and performance of this Agreement by the Concessionaire;
- c) Achieved Financial Closure and provided to RSBTDA notarised true copies of the Financing Documents along with soft copies;
- d) All the representations and warranties of the Concessionaire as set forth in its Bid (by Selected Bidder) and this Agreement are true and correct as on the date of execution of this Agreement and as on the Compliance Date;
- e) delivered to the RSBTDA a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof; and
- f) Intentionally not used

Provided that upon request in writing by the Concessionaire, the RSBTDA may, in its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Article 3.

3.2 OBLIGATIONS TO SATISFY CONDITIONS PRECEDENT

- (a) Each Party shall make all reasonable endeavors at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of 120 (one hundred twenty) days from the date of execution of this Agreement.
- (b) The later of the date, within such 120 (one hundred twenty) days, when the Concessionaire or the RSBTDA satisfies its Conditions Precedents shall be the Compliance Date, whereupon the obligations of the Parties under this Agreement shall commence.
- (c) Each party shall bear its respective costs and expenses of satisfying such Conditions Precedents unless otherwise expressly provided.

3.3 NON-FULFILMENT OF CONDITIONS PRECEDENT

- (a) In the event the Conditions Precedent for a Party have not been satisfied within the stipulated time and RSBTDA has not waived, fully or partially, such conditions relating to the Concessionaire, this Agreement shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and RSBTDA shall not be liable in any manner whatsoever to the Concessionaire or Persons claiming through or under it.
- (b) In the event that Vacant Possession of the Project Site has been delivered to the Concessionaire prior to the fulfilment in full of the Conditions Precedent, upon the Termination of this Agreement under this Clause 3.3(a) the Project Site shall immediately revert to the RSBTDA, free and clear from any Encumbrances and along with all Easementary Rights, irrespective of any outstanding mutual claims between the Parties.
- (c) In the event this Agreement is terminated due to non fulfillment of the Concessionaire's Conditions Precedent and the same is not due to RSBTDA default or due to Force Majeur event, RSBTDA shall forfeit the Upfront Amount and the Construction Performance Security as damages.
- (d) In the event this Agreement is terminated due to non fulfillment of RSBTDA's Conditions Precedent, RSBTDA shall upon such termination return/refund in full the Construction Performance Security to the Concessionaire; provided there are no outstanding claims of RSBTDA on the Concessionaire unless the RSBTDA's failure to fulfill its Conditions Precedent is a result of the Concessionaire's default or due to Force Majeur event, in which case RSBTDA shall forfeit the Upfront Amount and the Construction Performance Security as damages.
- (e) Instead of this Agreement terminating as provided in Clause 3.3 (a), the Parties may by mutual agreement extend the time for fulfilling the Conditions Precedent.

**ARTICLE 4
PERFORMANCE SECURITY**

4.1 CONSTRUCTION PERFORMANCE SECURITY

For securing the due and punctual performance of its obligations relating to the Project and the terms and conditions of this Agreement by the Concessionaire from the date of execution of the Concession Agreement, including under Article 3, and until the date of Construction Completion, the Preferred Bidder/Concessionaire shall, within 21 (twenty one) days of the date of the Letter of Award, furnish to the RSBTDA an unconditional and irrevocable Bank Guarantee for a sum of Rs. 3.00 Crore (Rupees Three Crore) in favour of the RSBTDA from a scheduled/nationalised bank acceptable to the RSBTDA and payable and enforceable in Jaipur, in the form set forth in Schedule VI-1. (the **“Construction Performance Security”**).

4.2 OPERATIONS PERFORMANCE SECURITY

For securing the due and punctual performance of obligations of the Concessionaire under this Agreement during the Operations Period, the Concessionaire shall furnish to the RSBTDA, one-month prior to the Scheduled Construction Completion Date or date of Construction Completion, whichever is earlier, a Bank Guarantee for an amount of Rs. 3.00 Crore (Rupees Three Crore) in favour of the RSBTDA from a scheduled/nationalised bank acceptable to the RSBTDA and enforceable and payable in Jaipur in the form set forth in Schedule VI-2 (the **“Operations Performance Security”**). Provided, however, the amount of the Operations Performance Security shall be enhanced by 15 (fifteen) percent every 3 (three) years from the date of issue thereof on compounding basis.

4.3 FAILURE TO PROVIDE PERFORMANCE SECURITY

- (a) The Preferred Bidder's/Concessionaire's failure to provide the Construction Performance Security or the Operations Performance Security, as the case may be, in accordance with the provisions of this Article 4 shall (i) entitle the RSBTDA to call in and forfeit the Bid Security or the Construction Performance Security, as the case may be, and retain and appropriate the same; and (ii) constitute a Concessionaire Event of Default that shall entitle the RSBTDA to terminate this Agreement under the provision of Article 14 hereof.

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- (b) The Concessionaire shall ensure that the Performance Security is valid at all times from the date of provision thereof and until four weeks beyond the date of Construction Completion (in case Construction Performance Security) and until six months beyond the Concession Period (in case Operations Performance Security) as per terms hereof.

4.4 APPROPRIATION OF PERFORMANCE SECURITY

- (a) In the event of the Concessionaire being in default of the due, faithful and punctual performance of its obligations relating to the Project under this Agreement and failing to remedy such default within the relevant cure period or owing any sums to RSBTDA under this Agreement or in the event of there being any claims or demands whatsoever whether liquidated or which may at any time be made or have been made on behalf of the RSBTDA or against the Concessionaire under this Agreement, the RSBTDA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, encash and appropriate the relevant or delinquent amounts from the Performance Security as damages for such default, dues, demands or claims.
- (b) The decision of the RSBTDA as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Concessionaire. The Concessionaire specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or suffered by the RSBTDA under this Agreement is required to be provided in connection with any demand made by the RSBTDA to recover such compensation through encashment of the Performance Security under this Agreement and that no document or any action shall be required other than the RSBTDA's written demand in this behalf.
- (c) In the event of encashment of the Performance Security by the RSBTDA, in full or part, the Concessionaire shall within 30 (thirty) days of receipt of the encashment notice from the RSBTDA provide a fresh Performance Security or replenish the amount in the existing Performance Security, as the case may be. The provisions of this Article 4 shall apply mutatis mutandis to such fresh Performance Security. The Concessionaire's failure to comply with this provision shall constitute a Concessionaire Event of Default, which shall

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entitle the RSBTDA to terminate this Agreement in accordance with the provisions of Article 14 hereof.

4.5 RELEASE OF PERFORMANCE SECURITY

- (a) Subject to the provisions hereof, the RSBTDA shall return the Construction Performance Security to the Concessionaire within four weeks following the expiration of its validity (i.e. the date of Construction Completion), provided that there are no outstanding claims of the RSBTDA on the Concessionaire and the Concessionaire has furnished the Operations Performance Security.
- (b) Subject to the provisions hereof, the RSBTDA shall return the Operations Performance Security to the Concessionaire within four weeks following the expiration of its validity; provided that there are no outstanding claims of the RSBTDA on the Concessionaire and provided further that a fresh bank guarantee for Operation Performance Security for an appropriate amount in conformity with clause 4.2 has been furnished by the Concessionaire. The bank guarantee for Operations Performance Security due to the Concessionaire on expiry of Concession Period by efflux of time shall be returned within six months of such expiry of Concession Period.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

5.1 REPRESENTATIONS AND WARRANTIES OF CONCESSIONAIRE

The Concessionaire and the Selected Bidder represents and warrants to the RSBTDA that the Concessionaire and/or Preferred Bidder:

- (a) is duly experienced, organised and validly existing under the laws of India, and has full power to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) 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) has the stipulated financial standing and capacity to undertake the Project in accordance with the terms of the RFP;
- (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) 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.

5.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES OF CONCESSIONAIRE

In addition, the Concessionaire represents and warrants to the RSBTDA that:

- (a) 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

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Association {or those of 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;

- (b) 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, 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;
- (c) 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;
- (d) 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;
- (e) shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Sub-clause 7.2 (z) and that the Selected Bidder/ lead members of consortium, hold not less than 26% (twenty six percent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium shall hold less than 10% (ten percent) of such during the Concession Period.
- (f) the Preferred Bidder / Selected Bidder/ Consortium Members and its/their Associates has/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;
- (g) the Preferred Bidder /Selected Bidder/ each Consortium Member is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the RSBTDA to enter into this Agreement

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with the Concessionaire pursuant to the Letter of Award (LOA) , and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement; Provided that whenever any pending or potential matter, including the matters listed under the aforesaid sub-clauses come to the knowledge of the Concessionaire during the Concession Period, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect or impairment of the Concessionaire's ability to perform its obligations and duties under this Agreement, the Concessionaire shall immediately intimate the same to RSBTDA;

- (h) all its rights and interests in the Bus Terminal Facilities and BTF assets shall pass to and vest in the RSBTDA or its nominated agency 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 RSBTDA, 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;
- (i) no representation or warranty by it contained herein or in any other document furnished by it to the RSBTDA 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;
- (j) 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 Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the RSBTDA in connection therewith; and
- (k) all information provided by the {selected bidder/ Preferred Bidder/ Consortium Members} in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

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5.3 REPRESENTATIONS AND WARRANTIES OF RSBTDA

The RSBTDA represents and warrants to the Concessionaire that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to 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 RSBTDA'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 Site and has power and authority to grant license in respect thereto to the Concessionaire

5.4 DISCLAIMER

- (a) Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Project, the legal framework and the technical and financial aspects of the Project, Scope of Work, the Specifications and Standards, the Project Site and the suitability of its condition, soil and location for implementation of the Project, the availability of goods, materials and things implementing Project, all the

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information and documents provided by the RSBTDA, its consultants or any Competent Authority, the market and demand conditions, information relating to Users and the cost, risks, consequences and liabilities involved in implementing the Project, and has determined to the Concessionaire's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

- (b) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in sub- clause (a) above and hereby confirms that the RSBTDA, any Competent Authority and their consultants shall not be liable for the same in any manner whatsoever to the Concessionaire or Persons claiming through or under the Concessionaire.
- (c) The Concessionaire accepts that it is solely responsible for the verification of any design, data, documents or information provided by the RSBTDA to the Concessionaire, its consultants or any Competent Authority and that it shall accept and act thereon at its own cost and risk.
- (d) The Concessionaire shall be solely responsible for the contents, adequacy and correctness of the Design and Drawing, data and detailed engineering prepared or procured by the Concessionaire for implementing the Project.

**ARTICLE 6
PROJECT SITE**

6.1 POSSESSION OF SITE

- (a) The Parties shall, within 15 (fifteen) days of the RSBTDA's notice in this behalf to the Concessionaire prior to the Compliance Date, carry out through their duly authorised representative, a joint inspection and verification of all the real estate, structures, land, buildings and record the report thereof in a memorandum duly signed by the Parties/their representatives. The participation of the Concessionaire in such joint inspection shall be mandatory.
- (b) The RSBTDA shall on Compliance Date hand over to the Concessionaire the Vacant Possession of the Site on an 'as-is-where-is' basis for a period that is co-terminous with the Concession Period, together with the necessary rights of way/way leaves and along with the right, authority and license to implement the Project thereat in accordance with the provisions hereof.
- (c) The grant of the leave and license herein and handing over of the Site as aforesaid shall not confer or be deemed to have conferred on the Concessionaire any right, title or interest whatsoever (whether in the nature of an Easement or otherwise) in the Site or any part thereof and nothing in these presents contained shall be construed as a demise in law of the Site unto the Concessionaire so as to give the Concessionaire any legal interest therein. The Concessionaire shall only have the right to enter upon the Site for the purpose of implementing the Project in accordance with the terms hereof.
- (d) Upon the Concessionaire observing and performing its obligations, the several covenants, conditions and agreements herein contained and on the part of the Concessionaire to be observed and performed, the Concessionaire shall remain in peaceful possession and enjoyment of the Site during the Concession Period. In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/ charge on the Site or any part thereof,

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RSBTDA shall, if called upon by the Concessionaire, defend such claims and proceedings at its (RSBTDA's) cost and expense and the Concessionaire shall not be liable for the same in any manner whatsoever.

- (e) The Concessionaire shall remove the utilities at, on, over or under the Site at its cost and expense with the approval of the concerned Competent Authorities and the RSBTDA shall render all necessary assistance in this behalf.
- (f) The Concessionaire and the persons claiming through or under it shall keep the Site free from any trespass or encroachment and keep the RSBTDA informed thereof and take appropriate and timely legal and remedial action.

6.2 LICENSING ARRANGEMENTS

- (a) The Concessionaire may, effective from the Operations Date, enter into licensing arrangements (licenses, franchises, subcontracts or similar arrangements but not sub- leases or sales) on mutually agreed market driven terms and conditions (“**Licensing Arrangements**”) with any Person of its choice (the “**Licensees**”) in respect of the commercial built up areas in BTF and/or to run, operate, manage and provide the services.

Provided that (i) all such arrangements shall be in the nature of a bare license and shall not create or be deemed to create any tenancy rights in favour of the Licensees on, over or in the Bus Terminal Facility/Passenger Amenities (including commercial built up areas) or any part thereof. The Licensees shall be granted a bare license to carry out the authorised activities at the BTF; (ii) the Passenger Amenities shall conform to the user/activities specified in Schedule VIII, unless otherwise approved in writing by the RSBTDA, and the User Charges for specified amenities shall be at the rates set forth in Schedule IX; (iii) the Concessionaire and/or Licensees shall be liable to undertake the operation and maintenance of the passenger amenities at its/their cost and expense in accordance with the Specifications and Standards; (iv) (a) the Licensing Arrangements under or pursuant to this Agreement shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions contained in this Agreement; (b) the terms and conditions of this Agreement shall be

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complied with in and, as applicable, form a part of such arrangements; (c) the Licensees/transferees, if any, shall be bound by such terms and conditions and be liable and accountable in respect thereof (d) the term of such arrangements shall be limited to and be co-terminous with/shall not exceed the duration of the Concession Period; (e) all such arrangements shall be determined and terminated automatically and simultaneously with the expiry, determination or termination of this Agreement/Concession Period, as the case may be; (v) the execution of such Licensing Arrangements shall not relieve the Concessionaire of its liability or obligations as set out in this Agreement; and (vi) the Concessionaire's failure to comply with this sub-clause shall be at its cost, risk and consequence and constitute a Concessionaire Event of Default that shall entitle the RSBTDA to terminate this Agreement in accordance with the provisions of Article 14 hereof.

- (b) The Concessionaire shall submit to the RSBTDA for its information and records a notarised true copy of the agreements relating to the Licensing Arrangements within 15 (fifteen) days of the date of execution, modification or amendment thereof.
- (c) The RSBTDA shall not be liable in any manner whatsoever to any Licensee/Person in respect of or in connection with such agreements/arrangements between the Concessionaire and Licensees/persons or disputes relating thereto or otherwise. The Concessionaire shall indemnify and keep indemnified the RSBTDA and its employees and consultants from and against all costs, losses, damages, liabilities, proceedings, litigation, penalties etc. in this behalf.

6.3 INFORMATION ABOUT SITE

The information about the Site provided by the RSBTDA to the Concessionaire is in good faith and with due regard to the matters for which such information is required by the Concessionaire. The RSBTDA agrees to provide to the Concessionaire, upon a request, any further information relating to the Site, which the RSBTDA may subsequently possess or may hereafter come to possess. Subject to this, the RSBTDA makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Site and the Concessionaire shall accept the Site handed over to it by the RSBTDA on an 'as-is-where-is' basis.

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6.4 RSBTDA'S PROPERTY AT SITE

- (a) All debris and construction and building materials (sand, gravel, stone, rock, loose earth etc.) lying at the Site or generated during the implementation of the Bus Terminal Facility shall be promptly disposed off by the Concessionaire at its cost. The Concessionaire may if it deems appropriate use the same for the execution of the Works.
- (b) All articles of value or antiquity found on the Site shall be the property of the RSBTDA. The Concessionaire shall take reasonable precautions to prevent its labour and personnel and that of its subcontractors from removing or damaging any such article or thing. The Concessionaire shall immediately upon discovery of such article or thing, inform RSBTDA, which may issue instructions for dealing therewith.

6.5 ACCESS TO SITE

Following the delivery of Vacant Possession of the Site, the Concessionaire shall, at all reasonable times and on reasonable notice, afford access to the Site to RSBTDA and the representatives of or Persons duly authorised by the relevant Competent Authority concerned with safety, security, sanitation or environmental protection etc. to inspect the Site and to investigate any other matter within its authority.

6.6 USE OF SITE

- (a) The Concessionaire shall use the Site only for the purposes of implementing the Bus Terminal Facility and Commercial Facility thereat and for purposes incidental or necessary thereto as permitted under this Agreement and shall not, without the prior written consent of RSBTDA, use the Site for any other purpose. The Concessionaire accepts that this is an essential condition of this Agreement
- (b) The Concessionaire shall not part with or create any Encumbrances on the whole or any part of the Site save and except as expressly permitted under this Agreement; *provided* that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint subcontractors in accordance with the terms hereof. For the avoidance of doubt, the Concessionaire shall not sell, mortgage or lease the Site/built up area thereat or any part thereof under any form, device or arrangement

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save and except as expressly provided herein or otherwise expressly
authorized in writing by the RSBTDA.

**ARTICLE 7
OBLIGATIONS OF PARTIES**

7.1 OBLIGATIONS OF RSBTDA

In addition to and without prejudice to its obligations specified in the other provisions of this Agreement, the RSBTDA shall during the Concession Period comply with the following obligations in respect of the Bus Terminal Facility:

- (a) All litigation involving the Bus Terminal Site at Heerapura prior to the Compliance Date and wherein the actions have been filed against the RSBTDA shall be conducted solely by the RSBTDA at its expense and cost. The Concessionaire shall not be liable or responsible for the same in any manner. The RSBTDA shall indemnify the Concessionaire and shall hold it harmless from and against any claim or cost that may arise as a result of any such litigation.
- (b) Notwithstanding the provisions in the Concession Agreement, the Authority shall be responsible with respect to the following:
 - (i) The RSBTDA shall carry out the essential bus fleet management and operational functions with respect to fleet of buses of various operators including fixing and maintaining the arrival and departure time schedules of buses; framing of the time table for bus operations vis-à-vis the bus bay (route wise and operator wise) and allot bus bays to various bus operators for operating the buses on different directions/routes
 - (ii) Ensure that collection of Adda Fee, User Charges, parking fee and other charges by the Concessionaire are as per policy and directives of the Authority
 - (iii) Allot ticketing windows to bus operators
 - (iv) Operate and run the Fuel Refilling Station in the earmarked space through RSRTC or any hired agency on terms and conditions as considered appropriate by it.

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- (v) Operate and run the Mini Workshop developed by the Concessionaire through RSRTC or any hired agency on terms and conditions as considered appropriate by it and be responsible for the management and payment of salaries etc to its staff, crew and labour, repairing of its buses,
 - (vi) Interact with other service providers including other STUs and resolve related issues in consultation with Transport Department.
 - (vii) Monitor O&M Operations through O&M Steering Committee and hold meetings with Concessionaire whenever deemed necessary with the objective to improve O&M Operations
 - (viii) Allot and make use of RSBTDA Facilities in the manner it deems fit at the same time ensure orderliness on the part of users of such components.
 - (ix) Resolve disputes arising amongst operators in the use of BusTerminal Facilities
- (c) Intentionally not used.
- (d) upon written request from the Concessionaire, the RSBTDA shall use its best efforts to provide the Concessionaire for the Project Facilities access to all infrastructure facilities and utilities, including water, electricity, telecommunication, sewerage and drainage facilities already available on /at the site, at fair rates and on terms no less favourable to the Concessionaire than those generally available to customers receiving substantially equivalent services; provided the Concessionaire has made the requisite applications and is in compliance with the necessary conditions for getting such connections; provided further that the Concessionaire shall arrange at its cost and consequence any such additional facilities that it may require and the RSBTDA shall provide the requisite facilitation in this behalf .
- (e) upon request from the Concessionaire, the RSBTDA shall grant all Clearances which are necessary for the implementation of the Project at the appropriate stages and which are in its authority to grant or facilitate the granting of the same by the relevant Competent Authorities subject to the Concessionaire complying with the eligibility criteria for the grant of such Clearances.

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- (f) The RSBTDA accepts the Concessionaire's right to advertise and set up and display hoardings, billboards and other information panels at the Site/Project Facilities or to grant licenses for such rights against payment; provided that such rights shall be exercised in accordance with the Applicable Laws, terms of Clearances and orders, decrees and directions of courts.
- (g) The RSBTDA shall permit the Concessionaire to finance, construct, operate and maintain infrastructure at the Site, including without limitation sewers, drains, public conveniences, waste disposal facilities, laying of cables and pipelines and such other facilities and grant/facilitate the requisite Clearances for the same.
- (h) Intentionally not used.
- (i) The RSBTDA shall use best endeavours to assist the Concessionaire in removing or adequately protecting at the Concessionaire's cost and expense, all structures including, physical or structural impediments, residents, buildings, pipelines, utilities on or under the ground at the Site and as necessary to enable the Concessionaire to commence and undertake construction of the Project Facilities.
- (j) The RSBTDA shall facilitate the Concessionaire in liaisoning with the concerned Competent Authorities including in seeking assistance of traffic police and other government instrumentalities as necessary, against payment for the same at applicable rates by the Concessionaire.
- (k) Effective from the Operations Date, the RSBTDA shall use, manage, operate and maintain the RSBTDA Facilities at its cost and expense.
- (l) Procure that no barriers are erected or placed on or about the Site by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
- (m) Assist the Concessionaire in procuring police assistance for removal of trespassers and security on or at the Bus Terminal;
- (n) RSBTDA reserves right to develop other bus terminals in Jaipur City any time as per demand assessment and as per policy of GoR.

7.2 OBLIGATIONS OF CONCESSIONAIRE

In addition to and without prejudice to or derogation of its obligations specified elsewhere in this Agreement, the Concessionaire shall, without qualification, during the Concession Period observe, undertake, comply with and perform the following:

- (a) Develop, design, finance, construct, operate and maintain the Project Facilities in accordance with the terms of this Agreement, including without limitation the Applicable Laws, terms of Clearance, Specifications and Standards and Good Industry Practice.
- (b) Without prejudice to the Concessionaire's obligations in this respect, make or cause to be made the necessary applications to the relevant Competent Authority for all Clearances and furnish appropriate particulars and details to such Competent Authority as may be necessary to confirm that the Concessionaire fulfils the eligibility criteria to enable such authority reasonably to consider the request for the grant of the relevant Clearance and, following the grant of any such Clearance, maintain such Clearance in full force and effect so long as it is necessary in order for the Concessionaire to perform its obligations hereunder.
- (c) Organise the supervision, monitoring and control of the construction, operation and maintenance of the Project Facilities (other than operation and maintenance of the RSBTDA Facilities) by the Subcontractors, if any, as may be necessary to ensure the proper performance of their respective obligations under their respective contracts and in accordance with the terms and conditions of this Agreement.
- (d) Periodically report to the RSBTDA during the Concession Period as detailed in Clause 9.9 (e) and elsewhere in this Agreement.
- (e) Achieve Construction Completion within 24 (twenty four months) of the Compliance Date; *provided* that the Concessionaire shall not be in breach of this provision, if delay in fulfilment of its obligations herein is caused by (i) the occurrence of an event of Force Majeure in accordance with Article 12 hereof or (ii) a RSBTDA Event of Default under this Agreement or (iii) increase in Scope of Work certified by Independent Engineer/Expert.

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- (f) Commence Commercial Operations of the Bus Terminal Facility only upon Construction Completion of BTF as certified by the Independent Engineer in consultation with the RSBTDA.
- (g) Arrange and access at its cost and expense all infrastructural facilities like water, electricity and goods, materials, consumables, things and services etc. as necessary for the implementation, construction and operation and maintenance of the Project and make arrangements for back-up supply of power.
- (h) Make timely payments of Total Annual Premium to RSBTDA in accordance with the terms of this Agreement.
- (i) Save and except as expressly provided herein, not transfer or dispose off or otherwise alienate any of the Project Assets without the prior written approval of the RSBTDA.
- (j) Be responsible for safety, soundness and durability of the Project Facilities, including all structures forming part thereof and their compliance with the provisions of this Agreement.
- (k) Maintain the BTF assets (other than the RSBTDA Facilities) in accordance with the terms of this Agreement with the objective of providing adequate service standards to the Users and ensuring that on the Transfer Date, the Bus Terminal Facility is transferred to the RSBTDA or its nominated agency in fair condition, subject to normal wear and tear, having regard to its construction life, use, materials used etc.
- (l) Provide a security and watch and ward service at the Site to maintain the safety and security of the life and property and make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies.
- (m) Ensure that the User Charges in respect of specified Passenger Amenities are in accordance with the rates relating to them as set out in Schedule IX. It is clarified that the Concessionaire shall not collect any other charges beyond those specified in Schedule IX from the Users of the Bus Terminal Facilities.
- (n) Maintain the requisite insurance in respect of the Project Facilities.

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- (o) Comply with its obligations under this Agreement in the event of the Termination or expiry of this Agreement/Concession Period due to efflux of time.
- (p) Dispose at its expense the solid and other wastes, debris and building and excavation material generated during implementation of the Project at sites.
- (q) Promptly notify the Competent Authorities and hand over to them any archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Concessionaire or its employees, agents and subcontractors.
- (r) Plan, organise and execute the Works, including construction, implementation and maintenance of the Commercial Facility, such that there is least disruption to the bus fleet movement at the Bus Terminal, to the movement of vehicles and pedestrians thereat or on adjoining roads and minimal inconvenience to the users of the BTF or to the neighbouring residents.
- (s) Provide to the RSBTDA notarised true copies of the duly executed Transaction Documents to which the Concessionaire is a party, including any related instruments, deeds, contracts, supplemental agreements and other such documents relating thereto and of any amendments, supplements or replacements etc. thereof within 15 (fifteen) days of the execution or such amendment etc.
- (t) Not make any replacement, modification or amendment to any of the Transaction Documents at any time without the prior written consent of the RSBTDA if such replacement, modification or amendment has or may have the effect of imposing or increasing any financial liability or obligation on the RSBTDA and in the event that any replacement, modification or amendment is made without such consent, the Concessionaire shall not enforce such replacement, modification or amendment nor permit enforcement thereof against the RSBTDA.
- (u) The Concessionaire recognises and acknowledges the fact that the Bus Terminal Facility is intended to provide a public facility, and the Concessionaire shall have no right to prevent, impede or obstruct any bona fide Users from using the Bus Terminal Facility, save for managing and handling such usage under the terms of this Agreement.

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- (v) In the event of an accident within the Project Site the Concessionaire shall, by most expeditious means, inform the police and other concerned Competent Authorities and the RSBTDA. The Concessionaire shall take expeditious action to provide medical aid; emergency services and relief to the accident victims and upon completion of legal formalities clear the accident site and remove the debris and wreckage. The Concessionaire shall liaison with the emergency hospital and ambulance service providers to meet exigencies and emergencies arising out of accidents. The RSBTDA shall not be liable to pay any compensation to the accident victims unless such accident is due to the default or negligence of its employees or representatives or the RSBTDA is required to make such payment under the applicable laws or orders of any court.
- (w) The Concessionaire shall be liable to pay to the concerned Competent Authorities the electricity, water, sewerage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, at the rates applicable from time to time, in respect of the use of such utilities for the Project Facilities (except RSBTDA Facilities) and indemnify and keep indemnified the RSBTDA in this respect.
- (x) The Concessionaire shall indemnify and keep indemnified the RSBTDA, its employees and consultants from and against any claim, liability, cost, suit or legal proceeding and attorney costs arising in any manner from the implementation of the Project.
- (y) The Concessionaire shall pay or ensure payment of all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses, penalties and other outgoings, including property and municipality taxes from time to time during the Concession Period to the Competent Authorities in respect of the Project Facilities/Project Site (except RSBTDA Facilities). The Concessionaire shall indemnify and keep indemnified the RSBTDA from any and all liabilities and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.
- (z) Ensure that during the Concession Period the aggregate Equity (for the Project i.e. the BTF and the CF) of the (i) Lead Member (in case of Consortium) or in case of individual bidder, of such bidder, in the issued,

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subscribed and paid up equity share capital of the Concessionaire shall not be less than 26%; and (ii) in case of a Consortium, of the other non-lead members in the issued, subscribed and paid up equity share capital of the Concessionaire shall not be less than 10%. Provided that, after the expiry of ten years from the Compliance Date, the aggregate Equity shareholding of the Lead Member and/or other non-lead members in the issued, subscribed and paid up Equity share capital of the Concessionaire may be changed with the prior written approval of RSBTDA, which approval shall not be unreasonably denied. RSBTDA shall accord or deny its approval within 30 days of receipt of written request in this behalf, failing which RSBTDA shall be deemed to have consented to such change of shareholding.

- (aa) The Concessionaire shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement/implementation of the Project and shall be the principal employer in respect of such labour and personnel. The Concessionaire shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to employment of labour, staff and personnel by it and its Subcontractors for implementing the Project.
- (bb) The Concessionaire shall pay liquidated damages to RSBTDA for the occurrence of events and at the rates as set forth in Schedule-V other than where such occurrences are caused by (i) an event of Force Majeure in accordance with Article 12 hereof or (ii) an RSBTDA Event of Default or any other act or omission by RSBTDA in material contravention of its obligations under this Agreement;

Appoint and retain in respect of the Bus Terminal Facility during the Concession Period the key personnel listed by name and title set out in approved O&M manual. In the event the Concessionaire is required for reasons beyond its control to remove or change any key personnel, it shall forthwith provide as replacement a Person of equivalent or higher qualifications acceptable to RSBTDA.

- (cc) Complete the construction of the CF within the time specified in Clause 8.2 (a) hereof, *provided* that the Concessionaire shall not be in breach of this provision, if any non-fulfilment or delay in fulfilment of its obligation herein

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are caused by (i) the occurrence of an event of Force Majeure in accordance with Article 12 hereof or (ii) an RSBTDA Event of Default under this Agreement.

7.3 OBLIGATIONS OF PARTIES

Each Party shall:

- (a) Comply with and perform its respective obligations under this Agreement and shall work and cooperate in good faith with the other Party.
- (b) Intentionally not used.
- (c) Comply with its respective obligations under the Environment Management Plan.

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**ARTICLE 8
COMMERCIAL FACILITY**

In consideration of the Concessionaire financing, implementing, operating and maintaining the Bus Terminal Facility in accordance with the provisions hereof, RSBTDA hereby grants the Concessionaire, subject to the provisions hereof, the right to develop, design, finance, construct, operate and maintain the Commercial Facility at the Site and to undertake marketing, booking and allotment of built up areas therein, including the charging, demanding, collection, retention and appropriation of Premia.

Under the Commercial Complex, the Concessionaire shall be entitled to construct/develop such components which it deems appropriate from commercial viability point of view provided however that such component does not fall in the category of prohibitive item as per JDA norms or applicable law.

Following are the Optional Development components permissible within Commercial Complex:

- Shopping Mall
- Multiplex
- Hotel
- Food Courts/Restaurants/ coffee shop/food joints
- Commercial (Retail cum Office) Area would include retail shopping, branded showrooms, anchor stores, Entertainment Complex/ Zone and business spaces
- Banks
- Coaching Institutes
- Gymnasium or Health Centre/entertainment paradise
- Children's play park/gaming zone
- Any other activity with the approval of Authority

The following functions / products are **not permitted** for development:

- Industrial activities
- Hostel
- "Warehousing" (except such warehousing facility which is incidental to the use of the Project)
- Wholesale Activity
- Car Service Garage
- Workshops
- Hospitals or health centers
- Other environmentally incompatible functions

8.1 COMMERCIAL FACILITY SCHEME

Prior to commencing the development and construction of the Commercial Facility or undertaking any marketing, booking for or allotment of built up areas therein or creating any third party rights in relation thereto,

- (a) The Concessionaire shall at its cost prepare a scheme relating to the construction, booking and allotment of the built up areas (the “Commercial Facility Scheme“ or the “**CF Scheme**”). The CF Scheme shall, inter alia, contain the formats of the application form, allotment agreement, brochures, Draft Lease Deed and other information and materials, the payment plan for the applicants/allottees/lessees, the construction schedule, the payment disbursement schedule for Concessionaire as linked to the achievement of specified construction milestones, the details of the total built up area, common areas and the facilities and amenities, the financing plan, manpower, materials and equipment deployment plan, the implementation schedule and the master plan.
- (b) RSBTDA shall review the scheme submitted by the Concessionaire and subject to the provisions of sub-clause (c) herein below, communicate its approval within fifteen (15) days from the date of the receipt of such scheme. RSBTDA may in consultation with the Concessionaire prescribe a schedule for submission, clarifications and approval of the scheme.
- (c) In the event RSBTDA has any objection to the scheme or any part thereof, it shall promptly and without any undue delay notify the Concessionaire of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall within 15 (fifteen) days of such notification provide necessary clarification to and/ or re-submit revised scheme or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by RSBTDA.
- (d) If RSBTDA does not object to the scheme submitted to it by the Concessionaire within 30 (thirty) days of submission, the RSBTDA shall be deemed to have approved such scheme and the Concessionaire shall be entitled to proceed with the implementation of Commercial Facility Scheme accordingly.

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- (e) Notwithstanding the express or deemed approval of the CF Scheme by RSBTDA or its representative, the Concessionaire shall be solely responsible for the contents thereof or any defect and/or deficiency therein or any part thereof and the RSBTDA shall not be responsible or liable in any manner whatsoever to any applicant, allottee, lessee or person whomsoever as a result of having reviewed or approved or deemed review and approval of the CF Scheme or for the accuracy, completeness or otherwise of the designs and drawings or works relating thereto.
- (f) The CF Scheme as approved by the RSBTDA shall constitute the approved CF Scheme. On such approval by the RSBTDA, the CF Scheme shall be referred to as the approved CF Scheme (the **“Approved CF Scheme”**) and shall form a part of this Agreement, being appended hereto as Schedule XV.
- (g) Upon the finalisation and approval of the CF Scheme and effective from the Compliance Date, the Concessionaire shall commence the construction of the Commercial Facility and undertake the marketing, booking and allotment of the built up areas thereat in accordance with the Approved CF Scheme and the provisions hereof and shall not deviate from such scheme unless such deviation bears prior approval of RSBTDA; provided that any deviation from the Approved CF Scheme by the Concessionaire or Persons claiming through or under it shall be made at the Concessionaire's sole cost, risk and consequence.
- (h) The Concessionaire shall indemnify and keep indemnified RSBTDA, its employees and consultants from and against all losses, damages, costs, claims, liabilities, penalties, litigation etc, including attorney fees, arising or that may arise as a result of such approved CF Scheme, the Concessionaire's activities pursuant thereto or deviation therefrom.

8.2 CONSTRUCTION OF COMMERCIAL FACILITY

- (a) The Concessionaire shall commence the construction of the Commercial Facility only after the Compliance Date and any development, design, work or contracting undertaken by the Concessionaire in respect of such facility prior to such date shall be at the Concessionaire's sole risk, cost and consequence. The construction of the Commercial Facility shall be completed by the Concessionaire within five years of the Scheduled Construction Completion

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Date or date of Construction Completion, whichever is earlier; provided that the Concessionaire shall, upon a written request made by it in this behalf to RSBTDA, be entitled to a single one- time extension of time by two years for achieving such construction completion of the CF (maximum total of seven years from the Scheduled Construction Completion Date or date of Construction Completion, which ever is earlier), where after the Concessionaire shall not be authorised to construct and/or complete any part of the built up area in the CF that is not constructed and/or is not completed by such date and/or to utilize the FAR that is not utilized by it by such date, time being the essence of the matter. Any FAR that remains unutilized by the Concessionaire on such date shall revert to RSBTDA, which it may use or procure use thereof by itself or through any person authorized by it in this behalf. Provided that any utilisation of such unutilized FAR by RSBTDA/person authorized by it shall be done keeping in view the structural strength of the foundation of the building and other components of the building structure.

- (b) The Concessionaire shall undertake the basic and detailed engineering, design, site development, financing, construction and completion of the Commercial Facility after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority and in accordance with the laws, terms of clearances, relevant building codes and standards, structural and safety requirements and good industry practice.
- (c) The Concessionaire shall arrange and procure at its cost all the clearances, approvals, permits, no-objection certificates etc. from the concerned Competent Authorities that are required for the development, construction and use of the Commercial Facility. The Concessionaire shall provide, procure and arrange at its cost all the plant, materials, labour, equipment and consumables (power, water etc) and remove or shift the utilities and structures at, on, over or under the Site as necessary for the construction of the Commercial Facility and shall observe and comply with all applicable laws relating thereto, including construction, labour and environmental laws.
- (d) The Concessionaire may undertake the construction of the Commercial Facility by itself or through subcontractors; provided that the Concessionaire shall not subcontract the whole of such works, as determined by RSBTDA and

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provided that the appointment of such subcontractors shall not relieve the Concessionaire of its obligations and liabilities herein.

- (e) The Concessionaire and the persons claiming through or under it shall be responsible for complying at its/their cost and risk with the applicable laws relating to the development, construction, completion, implementation, use and maintenance of the Commercial Facility, including local and municipal laws. The Concessionaire and the persons claiming through or under it shall hold harmless, indemnify, keep indemnified and defend RSBTDA, its employees, agents and advisors from and against all claims, costs, damages and liabilities etc. in this behalf or on account of the presence of hazardous and toxic substances in or on the Site and the Commercial Facility.
- (f) As per local building bye-laws available FAR is 1.33. After reserving built up area for Bus Terminal Facilities as detailed in Schedule-I, the Concessionaire can use the remaining built-up area for development of Commercial Facilities as per the local building bye-laws restricting FAR to 1.33. Provided that in case of any addition to the FAR during the Concession Period, the Concessionaire shall be entitled to utilize the same upon payment to RSBTDA/concerned authorities as per Applicable Law and the rules of GoR at the time of such application by the Concessionaire. Any development fees or any other charges for the use of such additional FAR including charges for Evaluation shall also be payable by the Concessionaire to the relevant Competent Authorities. Provided that any utilisation of such increased FAR by Concessionaire/ RSBTDA shall be done keeping in view the structural strength of the foundation of the building and other components of the building structure.
- (g) The Concessionaire shall submit periodic reports to RSBTDA in respect of the construction of the Commercial Facility with such details and at such periodicity as RSBTDA shall reasonably require; provided that such submission shall only be for information of RSBTDA and shall neither relieve the Concessionaire of its obligations or liabilities nor make RSBTDA liable in any manner.
- (h) The Concessionaire and the persons claiming through or under it shall indemnify and keep indemnified RSBTDA, its employees, agents and advisors from and against any claim, liability, cost, suit or legal proceeding and

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attorney costs arising in any manner from the construction, implementation and use of the Commercial Facility, including the soundness of any design, civil or engineering or other works, structural strength, construction quality, workmanship etc. thereof or the marketing, allotment and lease of the built up areas in the CF, or the demanding, charging, collection, retention and appropriation of Premia or any other payments in respect thereof or the execution of Lease Deeds.

8.3 MARKETING AND ALLOTMENT OF BUILT UP AREA IN COMMERCIAL FACILITIES

- (a) The Concessionaire shall, effective from the Compliance Date and in accordance with the Approved CF Scheme and the provisions hereof, at its cost, risk and consequence, to market, accept booking applications for, make allotment of and enter into allotment agreements (between the Concessionaire and such applicants/allottees) in relation to the built up area at the Commercial Facility with any person on mutually agreed terms and conditions in the following manner:
 - (i) 25% of the sanctioned and permissible built up area shall be marketed and allotted during the period between the Compliance Date and achievement of Bus Terminal Facility Milestone II as specified in Schedule XVI,
 - (ii) subject to and upon the Concessionaire achieving the Bus Terminal Facility Milestone II specified in subclause (i) above, as certified by the Independent Engineer, the Concessionaire may undertake the marketing and allotment of another 25% of the sanctioned and permissible built up area, including carry forward, if any, of unused allotment rights under sub-clause (i) above, during the period of achieving the Bus Terminal Facility Milestone II and the date of Construction Completion. For the avoidance of doubt, subject to the provision of sub-clause (i) & (ii) herein, the Concessionaire may undertake the marketing and allotment of a total of 50% of the sanctioned and permissible built up area by the date of Construction Completion;
 - (iii) Subject to and upon the Concessionaire achieving Construction Completion, the Concessionaire may undertake the marketing and allotment of the remaining sanctioned and permissible built up area

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during the period between the date of Construction Completion and the last day of the Concession period.

- (b) The Concessionaire confirms that provisions of sub-clause (a) above is an essential condition and any violation thereof, unless the same is undertaken with the express prior consent of RSBTDA, shall constitute a Concessionaire Event of Default.
- (c) The Concessionaire may charge, demand and collect the Premia for the built up areas in the CF from the applicants/allottees/lessees/other persons at market driven rates. All payments of Premia (pursuant to booking, allotment or leasing) shall be made by the applicants/allottees/lessees/other persons only by way of demand drafts/banker's cheques drawn in favour of the Concessionaire.
- (d) In case of cancellation or withdrawal of the booking/allotment of the built up area in the CF by the applicant/allottee, the Concessionaire shall be solely liable for refund of the payments made by such persons subject to such deductions as have been set forth in this behalf in the booking applications, allotment agreements or other documents. RSBTDA shall not be liable in any manner in this behalf to any Person and the sole liability for the same shall be borne by the Concessionaire at its cost, risk and consequence.
- (e) The Concessionaire shall submit to RSBTDA a copy of the booking applications, allotment agreements/letter and other documents (as applicable) executed between itself and the applicants/allottees within 15 days of the execution, amendment or modification thereof and also submit to RSBTDA on a quarterly basis the list of allottees (with revisions, if any) along with their contact details.
- (f) The Concessionaire accepts and acknowledges that the RSBTDA or its agencies and consultants shall not be liable in any manner whatsoever to any Person in respect of the advertising and marketing for and the booking and allotment of the built up area in the Commercial Facility and that the Concessionaire shall be solely liable in respect thereof and shall indemnify and keep indemnified the RSBTDA and its employees, agencies and consultants in this behalf.

8.4 DEMISE OF BUILT UP AREAS IN COMMERCIAL FACILITIES

- (a) The built up areas in the Commercial Facility that are allotted by the Concessionaire to the applicants shall be leased to them by way of lease deeds between such allottees (the “**Lessees**”) and the RSBTDA (the “**Lessor**”), with the Concessionaire being a confirming party thereto (the “**Lease Deeds**”). However, if the Concessionaire so chooses to take on lease any part of the said property, he shall be treated at par with other lessees. Such Lease Deeds shall be executed effective from the date of Construction Completion/Operations Date of the BTF and shall be in the standard formats of RSBTDA/GOR/Competent Authorities (Schedule-XIII: Draft Lease Deed Format). For the avoidance of doubt, save and except as otherwise provided herein, the Concessionaire shall have no right, authority and power to mortgage the Site/Commercial Facility/CF assets, in full or part, or to directly lease or sub-lease the same/the built up areas thereat, in full or part, to any person. RSBTDA shall ensure that such lease deed is executed or transfer of lease is done in a transparent manner within 21 days from the date of receipt of written request from the Concessionaire/Lessee provided that all requisite documents have been provided to the satisfaction of RSBTDA and applicable fees, charges including application fees and transfer fees have been duly paid.
- (b) The Lessees shall bear the cost of stamp duties and registration charges relating to the execution and registration of the Lease Deeds.
- (c) The period of Lease Deeds shall not exceed 90 years (ninty years) from the Scheduled Construction Completion Date irrespective of the date of execution of such Lease Deeds. For avoidance of doubt, the term of Lease Deeds shall not be renewed or extended beyond 90 years (ninety years) from the Scheduled Construction Completion Date.
- (d) Each Lessee shall pay unto the RSBTDA annual lease rental at the rate of Rs. 7.00 (Rs seven) per square metre for the commercial built up leased to it/him for the first 2 (two) years of the term of lease and thereafter such rate shall be enhanced by 15% (fifteen percent) every subsequent block of 3 years or part thereof. The lease rentals for each block of three years or part thereof, as the case may be, shall be payable in advance for each block by the Lessee to RSBTDA in lump sum amount on or before the due date thereof.

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The Lessee shall also pay lease amount to local bodies as per GoR rules and regulations.

- (e) The Lessee shall be entitled to sublet the premises leased to it under the Lease Deed (the “demised premises”) or grant licenses (including franchising or similar arrangements) in respect of demised premises for commercial purposes only on a tenancy as per prevalent law and on mutually agreed terms and conditions. Provided that any such subletting or licenses shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions hereof and the same shall be limited to and be co-terminous with/not exceed the term of lease under the Lease Deed and shall automatically and simultaneously expire/terminate with the expiry/termination of the relevant Lease Deed.

Provided further, the Lessee shall, if required by RSBTDA, submit to RSBTDA for its information and records in a standard proforma alongwith a notarised copy of the deeds/agreements relating to the such subletting and licenses within 90 (ninety) days of the date of execution, modification or amendment thereof. Provided further that such subletting or licenses shall not require any approval of RSBTDA.

- (f) The Lessees shall be entitled to transfer the leases (leasehold rights in the demised premises i.e. built up areas in the CF) to any person upon payment of the applicable Application Fee of Rs. 5000/- (Rupees Five Thousand only) and Transfer Fee equivalent 50% of the applicable annual lease rental {as determined as per sub-clause (d) above} subject to a minimum of Rs. 25,000 (Rupees Twenty Five Thousand only), to RSBTDA. The stamp duties, registration charges etc. shall be paid by the Lessee at the rates applicable from time to time to the concerned Competent Authority. The Lessees/Concessionaire shall be entitled to transfer the leases (leasehold rights in the demised premises i.e. built up areas in the CF) to any person upon payment of the applicable transfer charges, stamp duties, registration charges etc. at the rates applicable from time to time to RSBTDA/concerned Competent Authority and on such terms and conditions as are set forth in the Lease Deeds or as the RSBTDA may reasonably impose in this behalf.
- (g) Whenever the title of Lessees in the demised premises is transferred in any manner whatsoever, the transferee shall be bound by all the covenants and

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conditions contained herein and in the Lease Deed and be liable and accountable in respect thereof.

- (h) Whenever the title of the Lessees in the demised premises is transferred in any manner whatsoever, the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to RSBTDA.
- (i) In the event of the death of the Lessee the person on whom the title of the deceased devolves shall within three months of the devolution, give written notice of such devolution to RSBTDA.
- (j) The transferee or the person on whom the title devolves, as the case may be, shall furnish to RSBTDA certified copies of the document (s) evidencing the transfer or devolution.
- (k) The Lessees/occupier shall from time to time or all times pay and discharge all rates, taxes, duties, levies, charges and assessments of every description, fines, penalties and other outgoing which are now or may at any time hereafter during the continuance of the Lease Deed be assessed, charged or imposed upon the demised premises leased to/occupied by it/the business activities carried out thereat or on the landlord, tenant or occupier in respect thereof. The Lessee shall indemnify and keep indemnified RSBTDA from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice, order, litigation etc.
- (l) All arrears of rent and other payments due in respect of the demised premises shall be recoverable in the same manners as arrears of land revenue.
- (m) The Lessees and the persons claiming through or under it shall be liable to pay to the concerned Competent Authorities/other entities the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates, including penalties for delay or default in payment, applicable from time to time in respect of the demised premises/business activities carried on thereat and indemnify and keep indemnified RSBTDA in this behalf.

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- (n) The Lessees and the persons claiming through or under it shall in all respect comply with and be bound by the building, drainage and other bye-laws of the relevant municipal or other authority concerned for the time being in force.
- (o) The Lessees and the persons claiming through or under it shall not without sanction or permission in writing of the relevant municipal or other authority concerned erect any building or make any structural or other alteration or addition to the demised premises, save and except as may be permitted under the applicable laws.
- (p) The Lessees and the persons claiming through or under it shall use the demised premises or any part thereof only for bona fide commercial and business activities and shall not use or cause to be used or suffer use thereof, in full or part, for illegal, immoral, unauthorized or residential purposes. No commercial, religious, immoral, illegal or unauthorized activities shall be allowed in the parking lots, common areas, landscape structures and the green areas.
- (q) The Lessees and the persons claiming through or under it shall not use or cause to be used or suffer use of the demised premises or any part thereof in a manner which may or is likely to cause nuisance or annoyance to the neighbours, occupiers or users of the Project Facilities or to the owners and occupiers of any other adjoining and neighbouring property or land.
- (r) The Lessees/transferees and the persons claiming through or under them shall on the determination of the Lease Deed by efflux of time or otherwise, forthwith and without demur or delay, peacefully vacate the demised premises and yield the demised premises unto the RSBTDA or its nominated agency.
- (s) An allottee/Lessee may, with the prior written approval of RSBTDA, avail loans for paying the Premia for the built up area/demised premises from institutions that have been pre-approved by RSBTDA by mortgaging its rights to such space/premises to such institutions and submit all documents, loan details and information in this behalf to RSBTDA; provided that RSBTDA shall not be liable in any manner on account of such approval or otherwise.

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8.5 MAINTENANCE OF COMMERCIAL FACILITY

- (a) The Concessionaire shall, following the construction and completion of the Commercial Facility, in full or part, and until the end of the Concession Period, undertake the maintenance of the Commercial Facility, including the common areas and the common facilities and amenities therein, by itself or through subcontractors in accordance with the applicable laws and good industry practice; provided that the appointment of subcontractors shall not relieve the Concessionaire of its obligations herein.
- (b) The Concessionaire shall be entitled to enter into maintenance agreements with the Lessees on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance in accordance with the provisions of the maintenance agreements. In the event the Lessee defaults in respect of payment of maintenance charges to the Concessionaire, RSBTDA, on the advice of Concessionaire, terminate the Lease Deed entered in to with such defaulting Lessees. In case the defaulting Lessee is the Concessionaire itself, RSBTDA shall be entitled to terminate the Lease Deed at its own initiative and level.
- (c) The Concessionaire shall handle and redress the complaints and grievance of the Lessees in respect of the maintenance of the Commercial Facility.

8.6 PARKING LOTS

- (d) The Concessionaire shall, following the construction and completion of the Commercial Facility, in full or part, and until the end of the Concession Period, undertake the operation, maintenance and management of the parking lots in the Commercial Facility as per the site plan/approved building plans, by itself or through parking contractors, and charge, directly collect and retain the parking charges relating thereto at the market driven rates.
- (e) The Concessionaire shall ensure that the parking lots are well lit, properly ventilated, if underground, kept in a clean and hygienic condition, manned by appropriate manpower, including security service providers and not used for any anti-social or unlawful or purpose other than parking.

8.7 CONCESSIONAIRE'S EXIT

- (a) The Concessionaire shall, subject to the provisions hereof, have the right to construct, market and allot the built up area in the Commercial Facility from the Compliance Date and complete the construction thereof within the period specified in Clause 8.2 (a) and undertake the marketing and allotment of the built up area in accordance with the provision in Clause 8.3 (a) (iii).
- (b) The Concessionaire shall not have any right or authority to undertake any (i) construction of the built up areas in the CF after the end of period specified in Clause 8.2 (a) above and (ii) marketing and allotment of such areas beyond the period specified in Clause 8.3 (a) (iii). All rights, license, authority and concession granted to the Concessionaire under this Agreement in respect of the Project, the Site and the Project Facilities shall expire/stand automatically terminated at the end of the Concession Period.
- (c) The Concessionaire shall, by/at the end of the period specified in Clause 8.3 (a) (iii), at its sole option either itself (i) become the Lessee of any constructed but unallotted built up area in the CF or built up area for which the booking/allotment has been cancelled or withdrawn and which is re-allotted; or (ii) hand over such areas to the RSBTDA. In the event the Concessionaire opts to be the Lessee, it shall execute the Lease Deeds in respect of such areas between itself/its nominees and the RSBTDA and be liable to pay the applicable stamp duties and registration charges to the concerned Competent Authorities in this behalf.
- (d) In the event of Termination of Concession Agreement prior to the expiry of Concession Period by efflux of time, effective from the Transfer Date, the Lessees/association of Lessees shall, undertake/cause the maintenance and management of the Commercial Facility and the parking lots thereat at its/their cost in accordance with the applicable laws, terms of clearances and good industry practice.

The Concessionaire shall ensure that prior to /by the Transfer Date the Lessees form an association of Lessees and render necessary facilitation to the Lessees in this behalf, including the formation of an association/society under the applicable laws and ensuring that the applicants/allottees sign membership forms at the time of booking/allotment.

8.8 OTHER PROVISIONS

(a) The Concessionaire shall comply with the terms, covenants, conditions and stipulations of this Article 8 and other provision herein relating to the Commercial Facility and ensure and cause compliance therewith by the Lessees and the persons claiming through or under it/them by, inter alia, inserting/ensuring insertion of suitable enabling provisions in this behalf in the relevant applications/ allotment agreements/lease deeds and other documents and understandings with the applicants/allottees/lessees/third parties.

(b) The Concessionaire shall arrange all the funding for the development and construction of the Commercial Facility from its own resources or through loans or financial assistance arranged by it at its cost and risk and the RSBTDA shall not be liable in respect thereof in any manner whatsoever.

Provided that, in accordance with the provisions of Clause 10.1 (b), the Concessionaire shall be entitled to assign its rights, title and interests in the Site/Commercial Facility/CF assets to and in favour of its Lenders as security for the financial assistance provided by them to it.

(c) Subject to the provisions hereof, the maintenance of the Commercial Facility (including operation of the parking lots therein) shall be carried out under the directions of the O&M Steering Committee (following its establishment pursuant hereto) during the Concession Period.

(d) Notwithstanding anything to the contrary contained in this Agreement

(i) The Concessionaire shall at all times, during the subsistence of the Concession Agreement, be liable for any loss or damage to the Commercial Facility/demised premises due to any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural design or other defects, latent or patent, non- compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities or any other matter) of the Concessionaire and, in turn, its contractors and subcontractors, irrespective of whether such loss or damage appears prior to or after the execution of the Lease Deeds.

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- (ii) The Concessionaire shall indemnify and keep indemnified RSBTDA, its agencies, employees and consultants from and against all losses, costs, damages, liabilities, claims, penalties, litigation and proceedings, including attorney fees, arising or that may arise as a result of the aforesaid liability of the Concessionaire.

8.9 SAFEGUARD THE INTEREST OF LESSEES

- (a) To partially safeguard the interest of Lessees for the Premium paid to the Concessionaire in lieu of the Lease Deed signed with the Authority for the built up area in the Commercial Complex, the Concessionaire shall furnish to RSBTDA a Bank Guarantee equal to 30% of the Premium amount received by it from the Lessee. The Bank Guarantee shall be initially for a period of one year. For each subsequent year the Bank Guarantee shall be reduced on proportionate basis (straight line method) so that no Bank Guarantee is warranted at the lapse of lease period for the Lessee.
- (b) Only one Consolidated Bank Guarantee shall be required to be furnished by the Concessionaire to the Authority as per method described above within seven days of commencement of each financial year with detailed statement duly verified by Statutory Auditors of the Concessionaire. Non furnishing of the Consolidated Bank Guarantee by the Concessionaire as aforesaid shall constitute Concessionaire Event of Default.
- (c) The Bank Guarantee shall be invoked and the amount so realized shall be utilized in case the Lessee is prevented from making use of the property due to non political Force Majeure events as outlined in Article 12 section 12.1 (A) (f) or due to any reason attributable to Concessionaire. However, relief to the Lessee shall be limited to the proportionate amount of Bank Guarantee available with the Authority in the year the relief as claimed by the Lessee whichever is lower. For avoidance of doubt it is clarified that the total relief admissible to all the Lessees put together shall be limited to the total amount of Bank Guarantee available with the Authority or to the amount claimed by them, whichever is lower.

**ARTICLE 9
IMPLEMENTATION OF Bus Terminal Facilities**

9.1 PREPARATION OF DESIGNS AND DRAWINGS

Within 120 days of the date of execution of this Agreement, the Concessionaire shall, at its cost, charges and expenses, prepare or cause preparation of the Designs and Drawings in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Clearances and Good Industry Practice and submit the same to the Independent Engineer for review, duly proof checked by National Institute of Technology at its cost, along with the specifications and calculations.

(B) REVIEW OF DESIGNS AND DRAWINGS

- (i) The Independent Engineer shall review the Designs and Drawings and specifications and calculations submitted by the Concessionaire and subject to the provisions of sub-clause (ii) herein below, communicate its approval within 14 (fourteen) days from the date of the receipt thereof. The Independent Engineer may in consultation with the Concessionaire prescribe a schedule for submission, clarifications and approval of Designs and Drawings for specific components of the Project.
- (ii) In the event that the Independent Engineer has any objection to the Designs and Drawings and specifications and calculations or any part thereof, it/he shall promptly within the said 14 (fourteen) days notify the Concessionaire of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Concessionaire shall within 14 (fourteen) days of such notification provide the necessary clarification to Independent Engineer and/ or re-submit the Designs and Drawings and/or specifications and calculations or part thereof, as the case may be, after incorporating the changes, modifications or corrections suggested by the Independent Engineer.
- (iii) If the Independent Engineer does not object to the Designs and Drawings and specifications and calculations submitted to it/him by the Concessionaire within 30 (thirty) days of submission, the Independent

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Engineer shall be deemed to have approved such Designs and Drawings and the Concessionaire shall be entitled to proceed with the Project accordingly.

- (iv) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Designs and Drawings.
- (v) The Concessionaire shall not change any Designs and Drawings, specifications and calculations approved or deemed to be approved by the Independent Engineer under this Agreement, without the prior written consent of the Independent Engineer (during its tenure) and the RSBTDA. Provided that the Concessionaire may, for more efficient functioning of the Project Facilities propose to and seek the consent of the RSBTDA for changes to the approved Designs and Drawings and specifications of any component consistent with all design standards applicable thereto and the Applicable Laws, which consent shall not be unreasonably denied or delayed by RSBTDA; provided that the Concessionaire shall bear the costs of such change.
- (vi) Notwithstanding the express or deemed approval by RSBTDA or Independent Engineer, the Concessionaire shall be solely responsible for any defect and/or deficiency in the Designs and Drawings or any part thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.
- (vii) Any Designs and Drawing or specifications provided by RSBTDA to the Concessionaire shall only be indicative and the Concessionaire shall accept the same at its sole risk, cost and consequence.
- (viii) Any civil or other engineering review conducted by RSBTDA or the Independent Engineer is solely for RSBTDA's own information and that by conducting such review; RSBTDA does not accept any responsibility for the quality or workmanship of any civil or other engineering or soundness of the work relating to the Project Facilities done by the Concessionaire or any part thereof. RSBTDA shall not be responsible or liable in any manner for the accuracy, completeness or otherwise of the Designs and Drawings or the construction and implementation of the Works by the Concessionaire on the

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basis thereof, irrespective of any perusal or review thereof or comment thereon by the RSBTDA, any Competent Authority or the Independent Engineer.

- (ix) The Concessionaire shall in no way represent to any Person that, as a result of any review by RSBTDA or the Independent Engineer, the RSBTDA has accepted responsibility for the engineering or soundness of any work relating to the Project Facilities or part thereof carried out by the Concessionaire and the Concessionaire shall, subject to the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of the Project Facilities or any part thereof.
- (x) Within 90 (ninety) days of completing construction of the each of the CF and the BTF, the Concessionaire shall furnish to the RSBTDA three copies of "as built" drawings reflecting such facility as actually designed, engineered and constructed, including without limitation an "as built" survey illustrating the layout of such facility and setback lines, if any, of the buildings and structures forming part thereof.

9.2 MOBILISATION AND COMMENCEMENT

- (a) The rights and obligations of the Parties under this Agreement shall commence from the Compliance Date. Any works of whatever nature, which the Concessionaire elects to carry out prior to the Compliance Date including design or mobilisation, shall be entirely at the risk and cost of the Concessionaire.
- (b) The Concessionaire shall mobilize its manpower, plant, equipment, materials and resources within 30 (thirty) days of the Compliance Date.
- (c) Prior to commencement of construction the Concessionaire shall
 - (i) Submit to the RSBTDA/Independent Engineer with due regard to BTF Implementation Schedule and Scheduled Construction Completion Date, its design, engineering and construction time schedule created using precedence network techniques, construction methodology outlining, inter alia, the quality assurance, safety and surveillance plan and programme of works and shall formulate and provide Critical

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Path Method (CPM)/ Project Evaluation and Review Technique (PERT)
charts for the completion of the said activities;

- (ii) Have requisite organization and designate and appoint suitable officers/ representatives, as it may deem appropriate to supervise the Bus Terminal Facility and to deal with the Independent Engineer.
- (d) Within 30 (thirty) days of the Compliance Date, the Concessionaire shall develop and institute a quality assurance system and implement the same until the end of the Concession Period. The quality assurance system shall involve maintenance of appropriate records, documents and data, charts, samples etc. regarding the construction and operation of the Bus Terminal Facility. The RSBTDA or any of its nominees shall have the right to inspect, periodically or at random, such records, documents and data etc. and to make copies thereof, verify the samples or take measurements. The Concessionaire agrees to provide full co-operation to the RSBTDA and its nominees in this behalf.
- (e) The Concessionaire shall commence the Construction Works relating to the BTF within 30 (thirty) days from the Compliance Date.

9.3 CONSTRUCTION OF BUS TERMINAL FACILITY

- (a) The Concessionaire shall construct, install and establish the Bus Terminal Facility, including the basic and detailed engineering, design, completion, testing and commissioning in accordance with the provisions of this Agreement, including the BTF Implementation Schedule, the Scope of Work, the Specifications and Standards, Applicable Laws, terms of Clearances and Good Industry Practice and after obtaining, as applicable, the sanction to the building plan, with necessary designs, plans and specifications from the proper municipal or other authority, at its own expenses.
- (b) The Concessionaire shall arrange the power, water and other utilities as may be required for execution and implementation of the Construction Works at its cost and expense.
- (c) The Concessionaire shall be responsible for the design and programming of the Construction Works and for the accuracy and completeness of the information used for such design and programming in accordance with the

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requirements established in the Specifications and Standards. The Concessionaire shall be responsible for any discrepancies, errors or omissions in the data, specifications, drawings and other technical documents that it has prepared or procured, whether the same have been approved, deemed to be approved or not approved by RSBTDA, the Independent Engineer or any Competent Authority.

- (d) The Concessionaire shall ensure that all contract(s) and arrangement(s) entered into in relation to the Construction Works shall (to the extent such provisions can be reasonably obtained in the market concerned) include provisions whereby the relevant Subcontractor warrants that each part of such works carried out there under shall be fit for its purpose and free from all defects in design, workmanship and materials.
- (e) The Concessionaire shall ensure that the Works shall comprise only materials, goods and workmanship which are of sound quality and which have been manufactured and prepared in accordance or are in conformity, as the case may be, with the Specifications and Standards and Good Industry Practice and that each part of the Works shall be fit for the purpose for which it is required as stated in or as may be reasonably inferred from the such plans.
- (f) The Concessionaire shall ensure that in fulfilling its obligations hereunder it shall procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for the designs, software, materials, methods, processes and systems used or incorporated into the Works undertaken by it and indemnify and keep indemnified RSBTDA and its advisors and consultants against all costs, damages, liabilities or consequences arising out of any breach by the Concessionaire in this behalf.
- (g) In the execution of the Construction Works, the Concessionaire shall procure coordination amongst and avoidance of conflicts in the working of the Subcontractors, including all types of suppliers, agents and consultants. The Concessionaire shall monitor and supervise the activities of the Subcontractors, retained by it to fulfill its obligations hereunder, under the terms of their respective agreements.

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- (h) The Concessionaire shall carry out or cause to be carried out the Construction Works with the skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and contractors with experience of work similar in scope and nature to that required under this Agreement. The Concessionaire shall design, engineer and execute the construction and implementation of the Works using the best design and engineering principles and practices.
- (i) The Concessionaire shall at its responsibility arrange for materials such as bricks, cement, steel, aggregates, soil, bituminous and asphalt materials, chemicals, consumables and any other materials used in undertaking the Works, as well as equipment, machinery, tools and ancillary materials such as shuttering and scaffolding, bearings, joint fillers and similar materials. The Concessionaire shall make arrangements for transport, loading and unloading, stacking and proper storage (including making sheds) for all materials and equipment. RSBTDA/Independent Engineer shall have the right to inspect and check the quality and quantity of the materials and equipment and their storage in compliance with the terms of this Agreement.
- (j) The Concessionaire shall be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labor and personnel employed on or connected with the Project, Works or the Site under or through whatever legal relationship.
- (k) The Concessionaire shall ensure that at all times during the Construction Period, a resident general manager, notified in writing and acceptable to the RSBTDA, having appropriate experience in similar works shall remain in residence at and take charge of and monitor, oversee and ensure the construction of the Works, as notified in writing to the RSBTDA (the “Concessionaire’s Representative”). The Concessionaire’s Representative may only be changed after notification to RSBTDA of such change and appointment of a replacement in such representative’s place with the prior written approval of RSBTDA.

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- (l) The Concessionaire shall organise the Site during the Construction Period with regard to safety precautions, fire protection, security, transportation, delivery of goods, materials, plant and equipment, control of pollution, maintenance of competent personnel and labour and industrial relations and general site services including, without limitation, access to and on the Site and shall be liable for the safe storage and handling of and removal from the Site of all toxic and hazardous materials and substances.
- (m) The Concessionaire shall make its own arrangements at its cost for quarrying, if necessary, and observe and fulfill the environmental and other requirements under the Applicable Laws and Clearances. The Concessionaire shall also remove and shift the utilities and structures at, on or under the Site at its cost and expense.
- (n) The Concessionaire shall confine its activities to the Site and to any additional areas arranged by the Concessionaire at its cost and not encroach upon, damage or degrade adjacent land and be liable for all costs and consequences for its failure to do so.
- (o) The Concessionaire shall promptly remove from the Site in accordance with Good Industry Practice all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials, all types of solid and liquid waste), rubbish and other debris, and keep the Site in a neat and clean condition and in conformity with the Applicable Laws and Clearances.
- (p) The Concessionaire shall within 30 (thirty) days of Construction Completion clear the Site of all temporary structures, labour camps, site offices, utility lines and surplus or unused materials, plant, equipment or tools, etc.
- (q) The Concessionaire shall give priority to safety in its construction and planning activities in order to protect life, health, property and environment.
- (r) For the purposes of determining that the construction of the Bus Terminal Facility is being undertaken in accordance with Specifications and Standards and Good Industry Practice and for quality assurance, the Concessionaire shall carry out such tests at such time and frequency and in such manner as may be required by the RSBTDA or as may be necessary in accordance with

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Good Industry Practice. The Concessionaire shall with due diligence carry out all such tests in accordance with the instructions and under the supervision of the Independent Engineer. The Concessionaire shall promptly carry out such remedial measures as may be necessary to cure the defects or deficiencies, if any, indicated in such test results. The Concessionaire shall promptly report to the Independent Engineer the remedial measures taken by it to cure the defects/deficiencies if any indicated in the test results.

- (s) If the Independent Engineer reasonably determines that the rate of progress of the construction of the Bus Terminal Facility is such that the Construction Completion is not feasible on or before the Scheduled Construction Completion Date, it shall so notify the Concessionaire. Thereupon, the Concessionaire shall within 15 (fifteen) days thereof notify the Independent Engineer about the steps it proposes to take to expedite progress and the period within which it shall achieve Construction Completion.
- (t) The Concessionaire shall execute the Construction Works in accordance with the BTF Implementation Schedule and achieve Construction Completion by the Scheduled Construction Completion Date, unless such time has been extended in accordance with provisions hereof.

9.4 PROGRESS REVIEW DURING CONSTRUCTION

- (a) During the Construction Period, the Concessionaire shall, on or before the 15th (fifteenth) day of every month, prepare and submit to the Independent Engineer and the RSBTDA a monthly progress report, for the previous month, in the form and manner prescribed by the Independent Engineer from time to time along with such other relevant information as may reasonably be required by the RSBTDA or the Independent Engineer. Such report shall describe the progress of the design, procurement, completion and commissioning of the Bus Terminal.
- (b) The Concessionaire shall also submit to the Independent Engineer, with a copy endorsed to the RSBTDA, the relevant Designs and Drawings and other technical information as may be reasonably necessary to determine and confirm compliance with the Specifications and Standards.

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- (c) The Concessionaire shall promptly carry out at its cost such further works as may be necessary to remove the defects and deficiencies observed by RSBTDA/Independent Engineer and ensure completion of construction of the Bus Terminal Facility in all respects in accordance with the provisions of this Agreement.

9.5 CONSTRUCTION COMPLETION

- (a) The Bus Terminal Facility shall be deemed to be complete only when the Independent Engineer issues the Provisional Certificate or the Completion Certificate in consultation with RSBTDA in accordance with the provisions of Clause 9.6 (the “Construction Completion”).
- (b) The Concessionaire guarantees that the Construction Completion for the Bus Terminal Facility shall be achieved in accordance with the provisions of this Agreement on a date not later than 24 (twenty four) months from the Compliance Date (the “Scheduled Construction Completion Date”).
- (c) In the event that Construction Completion is not achieved by the Scheduled Construction Completion Date for any reason other than Force Majeure or reasons attributable to RSBTDA or any Competent Authority or due to an increase in Scope of Work, as certified by the Independent Engineer, the Concessionaire shall, subject to sub-clause (d) below, pay to RSBTDA damages for delay beyond the Scheduled Construction Completion Date to the extent of Rs. 50,000.00 (Rupees Fifty Thousand) per day for every day of delay or part thereof until Construction Completion is achieved. Provided that nothing contained in this sub-clause (c) shall be deemed or construed to authorize any delay by the Concessionaire in achieving Construction Completion.
- (d) In the event that Construction Completion does not occur within 60 (sixty) days from the Scheduled Construction Completion Date, the RSBTDA shall be entitled to invoke the Construction Performance Security and to terminate this Agreement for a Concessionaire Event of Default in accordance with the provisions of Article 14 hereof. Provided that instead of terminating this Agreement, the RSBTDA may at its sole option extend the time for achieving Construction Completion on such terms and conditions as it deems fit in its sole discretion.

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9.6 TESTS

- (a) At least 30 (thirty) days prior to the likely Construction Completion, the Concessionaire shall notify the RSBTDA and the Independent Engineer of the same and shall give notice to it of its intent to conduct the Tests. The Concessionaire shall give the RSBTDA and the Independent Engineer at least 3 (three) days prior notice of the actual date on which it intends to commence the Tests and at least 3 (three) days prior notice of the commencement date of any subsequent Tests. Such notice will set out the place, date and time when such Tests. It shall be compulsory for the Independent Engineer to attend the Tests. The RSBTDA may designate a representative with suitable qualifications and experience to witness and observe the Tests.
- (b) Within seven days from the date of inspection in accordance with sub-clause (a) above, the Independent Engineer shall in consultation with the RSBTDA issue a provisional certificate (the **"Provisional Certificate"**) on successful completion of the Tests if the Bus Terminal Facility, or any part thereof, to the Independent Engineer's reasonable satisfaction, can legally, safely and reliably be opened for Commercial Operations despite certain items of work or things forming part thereof (being within the Scope of Works) not being complete as such works and things do not, in any manner whatsoever, affect the safety or usability of the Bus Terminal Facility in any material respect. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (**"Punch List"**).
- (c) The Concessionaire shall complete or cause to be completed the Punch List Items appended to the Provisional Certificate within a period of 30 (thirty) days from the date of issue of the Provisional Certificate and, upon completion thereof, the Concessionaire shall notify the Independent Engineer. The Independent Engineer shall, within 7 (seven) days of receipt of such notice, inspect the Bus Terminal Facility and confirm completion of the Punch List Items by issuing the construction completion certificate in consultation with the RSBTDA (the **"Completion Certificate"**).
- (d) In the event of the Concessionaire's failure to complete the Punch List items within the stipulated period from the date of issue of the Provisional

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Certificate, the RSBTDA may, without prejudice to any other rights or remedy available to it under this Agreement or at law, have such items completed at the risk and costs of the Concessionaire. The Concessionaire shall reimburse to RSBTDA on demand the entire costs incurred by the RSBTDA in completing the Punch List items, failing which the RSBTDA shall have the right to appropriate the relevant amounts from the Performance Security and/or set off any amounts due and payable by the RSBTDA to the Concessionaire to the extent required/available and to recover the deficit amount, if any, from the Concessionaire.

- (e) The Concessionaire shall bear all the expenses relating to Tests under this Agreement. The Independent Engineer shall have the right to suspend or postpone any Test if it is reasonably anticipated or determined during the course of the Test that the performance of the Bus Terminal Facility or any part thereof does not meet the Specifications and Standards.
- (f) Whenever obligatory inspection by the concerned Competent Authorities is required, the same shall be arranged and attended to by the Concessionaire or its Subcontractors or authorised representatives. The RSBTDA shall provide the necessary facilitation in this behalf. All the deficiencies pointed out by the concerned Competent Authorities during the inspection shall be promptly attended by the Concessionaire at its cost to the entire satisfaction of the inspecting authorities.
- (g) The Concessionaire shall commence Commercial Operations of the Bus Terminal Facility with effect from the Operations Date; provided that the Concessionaire shall have, by such date, unconditionally and irrevocably handed over to the RSBTDA the RSBTDA Facilities, including all rights, interests and title therein or thereto, for ownership, possession, occupation and use thereof by the RSBTDA or its nominated agency in such manner as the RSBTDA in its sole discretion deems fit.

9.7 OPERATION AND MAINTENANCE

- (a) The Concessionaire shall in consultation with the RSBTDA and the Independent Engineer evolve not later than 60 (sixty) days before the Scheduled Construction Completion Date or before the date of Construction Completion, whichever is earlier, a manual for the operations and regular

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and preventive maintenance (the "O&M Manual"), and shall ensure and procure that at all times during the Operations Period, the Bus Terminal Facility is operated and maintained in a manner that it complies with the O&M Manual as also with Performance Standards specified in Schedule-XI. The Concessionaire shall, at least one month before the Operations Date, provide 5 (five) copies of the O&M Manual to RSBTDA.

- (b) Not later than four weeks prior to the start of each Financial Year, the Concessionaire shall provide to RSBTDA its proposed programme for maintenance of the Bus Terminal Facility ("Maintenance Programme") for the relevant Financial Year.
- (c) The Concessionaire shall operate and maintain the Bus Terminal Facility at its cost by itself or through Subcontractors in accordance with the terms of this Agreement, including the Scope of Work, the Specifications and Standards, Applicable Laws, Clearances, the O&M Manual, the Maintenance Programme and Good Industry Practice.
- (d) The Concessionaire shall undertake detailed inspection of the Bus Terminal Facility, at least once every month, to determine its condition and for compliance with the Specifications and Standards, O&M Manual and the Maintenance Programme.
- (e) The Concessionaire shall, at its cost, prepare and submit every month to RSBTDA 3 (three) copies of the Traffic Report setting out details of traffic for the previous month, including the bus registration numbers, the time of exit from the Bus Terminal and variation, if any, between the actual traffic vis-à-vis the schedules of buses.
- (f) The Concessionaire shall provide at its cost all equipment, consumables and materials, including power, water and other facilities, necessary for undertaking the operation and maintenance of the Bus Terminal Facility (other than the RSBTDA Facilities). Maintenance shall include regular, routine, periodic and preventive maintenance and the replacement of equipment/consumables etc. and upkeep of the Bus Terminal Facility in good order and working condition.
- (g) Save and except as otherwise expressly provided in this Agreement, if the Bus Terminal Facility or any part thereof shall suffer any loss or damage

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during the Concession Period, from any cause whatsoever, the Concessionaire shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Bus Terminal Facility conform to the Specifications and Standards, quality and performance as prescribed by this Agreement as soon as possible but not later than the time period specified in Schedule-XI for the respective item.

- (h) The Concessionaire shall at its cost repair, rectify, replace, remove any defects, imperfections, shortcomings or such other faults, normal or fair wear and tear excepted, in the design, detailed engineering or construction and commissioning of the Bus Terminal Facility or otherwise, whether latent or patent and complete such works expeditiously in accordance with Good Industry Practice.
- (i) The Concessionaire shall replace, repair, replenish or renew, as the case may be, the materials, goods, machinery, equipment, spares, capital components of the Bus Terminal Facility (other than the RSBTDA Facilities) as necessary to carry out efficient operations and maintenance thereof and to provide adequate service standards. The Concessionaire shall maintain the maintenance logs.
- (j) The Concessionaire shall monitor the traffic movement at the entrances and exits of the Bus Terminal Facility to prevent traffic jams, obstruction to movement of pedestrians, accidents and emergencies, put appropriate danger sign boards in English and Hindi language, notices and barriers as necessary
- (k) The Concessionaire shall be responsible for using best efforts for ensuring the safety of persons at the Site and undertake the operation and maintenance of the Bus Terminal Facility (other than the RSBTDA Facilities) so as to cause the minimal disruption of the operation and use of the Bus Terminal, the movement of buses, vehicle or pedestrians thereat or inconvenience to the users.

9.8 CHANGE OF SCOPE

- (a) The RSBTDA may, notwithstanding anything to the contrary contained in this Agreement, require provision of such additional works and services on or about the Bus Terminal Facility which are beyond the Scope of Works

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("Change of Scope"), Provided such changes do not require expenditure exceeding 5% (five percent) of the BTF Total Project Cost and do not adversely affect the Scheduled Project Completion Date. All such changes shall be made by RSBTDA by an order (the "Change of Scope Order") issued in accordance with the procedure set forth in sub-clause (b) to (i) below.

- (b) The RSBTDA shall whenever it desires provision of additional works and services referred to in sub-clause (a) above, issue to the Concessionaire a notice of Change of Scope (the "Change of Scope Notice") through the Independent Engineer/Expert.
- (c) Upon receipt of Change of Scope Notice, the Concessionaire shall, within a period of 15 (fifteen) days, provide to the RSBTDA and the Independent Engineer/Expert such information as is necessary and reasonable together with preliminary documentation in support of the following:
 - (i) The impact which the Change of Scope is likely to have on the BTF Implementation Schedule if the work is required to be carried out beyond the Operations Date, and
 - (ii) The cost to the Concessionaire of complying with such Change of Scope Notice on account of increases in quantities of items of work, material and labour costs along with an analysis of rates (as per current schedule of rates applicable to works assigned by RSBTDA or Rajasthan PWD to its contractors, including premium on such rates) for carrying out such items of work; the options suggested for implementing the proposed Change of Scope and the effect, if any, of each such option on the cost and time for its implementation.

Provided that the cost of providing such information shall be reimbursed by the RSBTDA to the Concessionaire to the extent the same is certified as reasonable by the Independent Engineer/Expert.

- (d) The Independent Engineer/Expert shall review the information provided by the Concessionaire, assess the change in quantities of items of work, verify the analysis of rates if required, settle the rates and quantities and approve the designs (without RSBTDA being liable in any manner for such approval), determine the additional cost resulting from such change that shall be payable by RSBTDA to the Concessionaire. Provided that the final cost

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computation shall be made by taking into account the actual work executed as measured and certified by the Independent Engineer/Expert at the settled rates.

- (e) The Independent Engineer/Expert shall communicate its recommendation to RSBTDA within a period of 15 (fifteen) days from the receipt of information from the Concessionaire.
- (f) RSBTDA shall, on the basis of the recommendation of the Independent Engineer/Expert, issue the Change of Scope Order within a period of 15 (fifteen) days from the date of recommendation made by the Independent Engineer/Expert in accordance with preceding sub-clause (e) above.
- (g) The Change of Scope Order shall be effective and binding upon receipt thereof by the Concessionaire. Notwithstanding a dispute regarding cost and time for implementation of such order, the Concessionaire shall proceed with the performance of such order promptly following receipt thereof. Any such dispute shall be resolved in accordance with the Dispute Resolution Procedure. Pending resolution of the dispute, RSBTDA shall pay to the Concessionaire an amount equal to the costs certified by the Independent Engineer/Expert in case the Change in Scope involves an increase in the bill of quantities.
- (h) All claims by the Concessionaire pursuant to this Clause 9.8 shall be supported by such documentation as is reasonably sufficient for RSBTDA/Independent Engineer/Expert to determine the accuracy thereof, including invoices from Subcontractors and certification of such claims by the Statutory Auditors.
- (i) RSBTDA shall pay to the Concessionaire the amounts certified as the additional cost by the Independent Engineer/Expert in periodic installments as per the milestones determined by the Independent Engineer/Expert at the settled rates on the basis of actual work executed as measured and certified by the Independent Engineer/Expert.
- (j) The cost due to Change of Scope of work shall not exceed 10% of BTF Total Project Cost.

9.9 MONITORING AND INSPECTION

(a) Independent Engineer

(i) Appointment and Remuneration

- (1) The RSBTDA shall appoint a consulting engineering firm/company of engineers having the requisite experience in similar projects to be the independent consultant under this Agreement (the “Independent Engineer”).
- (2) The RSBTDA shall within 30 (thirty) days from the date of signing of Concession Agreement furnish to the Concessionaire a panel/list consisting of at least 5 (five) reputed firms or companies or a combination thereof, having the requisite configurations, experience and expertise, for appointment as Independent Engineer/Consultant to undertake, perform, carry out the duties, responsibilities, services, and activities as set forth in Schedule-J and elsewhere in this Agreement. Within 15 (fifteen) days of receipt of such panel/list, the Concessionaire shall shortlist 3 (three) names from such panel of 5(five) and communicate the same to RSBTDA. The RSBTDA shall, within 15 (fifteen) days of receipt of such short list, appoint one entity out of such three names short listed by the Concessionaire as the Independent Engineer/Consultant for a period determining upon issuance of Completion Certificate. In the event no agreement is reached in accordance with this Sub-clause, the decision of RSBTDA to appoint an Independent Engineer/Consultant shall be final and binding on the Concessionaire.
- (3) The Independent Engineer shall monitor the implementation of the Bus Terminal Facility during the Construction Period and discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-X and elsewhere in this Agreement and submit periodic reports (at least once every month) in respect thereof to the Parties in the form and manner as prescribed or as mutually agreed and provide the Parties such

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additional information as they may reasonably require from time to time to fulfill their obligations hereunder.

- (4) The Independent Engineer shall have no authority to relieve the Concessionaire of any of its obligations or responsibilities under this Agreement. Any proposal, inspection, examination, testing, consent, approval or similar act of or by the Independent Engineer (including absence of disapproval) shall not relieve the Concessionaire from its obligations and responsibilities hereunder.
- (5) The remuneration, cost and expenses of the Independent Engineer shall be paid by the RSBTDA and one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire subject to the limit of an amount of 2 (two) percent of the BTF Total Project Cost, to the RSBTDA within 15 (fifteen) days of receiving a periodic statement of expenditure from the RSBTDA failing which the amount may be appropriated by invoking Bank Guarantee for Construction Performance Security.

(ii) Termination of Appointment

- (1) The RSBTDA may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer as provided hereinabove.
- (2) If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the RSBTDA, supported with necessary documents, and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, RSBTDA may forthwith terminate the appointment of the Independent Engineer hereunder; provided the RSBTDA has appointed the substitute Independent Engineer as provided hereinabove.
- (3) The replacement of the Independent Engineer shall be effected so as to maintain the continuity in supervision and monitoring of the Bus Terminal Facility by the Independent Engineer.

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(iii) Qualified Personnel

- (1) The Independent Engineer shall designate and notify to the Parties at least 2 (two) persons employed in its firm/company to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of such designated persons; provided that the Independent Engineer may be notice in writing substitute any such designated persons by any of its employees.
- (2) The Independent Engineer shall employ appropriately qualified and experienced engineers and other professionals and furnish a list of such personnel to RSBTDA which it proposes to employ for discharging its responsibilities under this Agreement; provided such employees of the Independent Engineer shall have no right or claim against or create any obligation on the Parties in respect of their employment.

(b) O&M Steering Committee

- (i) RSBTDA shall ensure that an O&M Steering Committee, comprising of one person nominated by the RSBTDA, an officer nominated by Transport Commissioner, one representative of the GoR, who may be a Superintending Engineer of PWD or his nominee not below the rank of Executive Engineer, PWD and one person nominated by the Concessionaire (the "O&M Steering Committee"), is established one month prior to the Scheduled Construction Completion Date or date of Construction Completion, whichever is earlier. The Concessionaire shall be obligated to depute its authorized representative to such committee by the stipulated date. The tenure of the O & M Steering Committee shall commence from the date of constitution thereof and shall continue until the end of the Concession Period/this Agreement by efflux of time or prior termination, as the case may be.
- (ii) RSBTDA's nominee shall be the chairman of the O&M Steering Committee. The O&M Steering Committee shall, to the extent possible, act by consensus, failing which it will act by majority vote. In the event

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of a tie, the vote of the chairman shall be the deciding factor. The O&M Steering Committee shall determine the procedure to be followed for its meetings and carrying out its business and functions.

- (iii) O&M Steering Committee shall oversee the operation and maintenance of the Project by the Concessionaire in accordance with the provisions hereof and in a manner that the construction and/or maintenance of the CF do not conflict with/adversely affect the operation and maintenance of the BTF. It shall perform the following duties:
 - (1) Review the periodic reports submitted by the Concessionaire;
 - (2) Ensure smooth functioning, operation and maintenance of the Project Facilities
 - (3) Review the curing of defects and defaults in the operation and maintenance of the Project/Project Facilities;
 - (4) Use best endeavors to assist in resolving, without being liable in any manner, operational issues and disputes between the Concessionaire, Lessees and Licensees or other persons;
 - (5) Review the safety and security of the operations and maintenance activities relating to the Project;
 - (6) monitor the redressal of complaints and grievances of Lessees, Licensees and other persons by the Concessionaire;
- (iv) The O&M Steering Committee shall meet at least once every quarter in a year or earlier as required. The expenses of the working and functioning of such O&M Steering Committee shall be borne by the Concessionaire.
- (v) The Concessionaire shall extend full co-operation to the O&M Steering Committee in performing its functions.
- (vi) The O&M Steering Committee may from time to time appoint Experts to assist it in monitoring the operation and maintenance of the Project by the Concessionaire in accordance with the provisions hereof. The expenses of the Experts shall be borne by the Concessionaire.

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- (vii) The Concessionaire shall provide O&M Steering Committee/persons authorized by it/Experts access to all parts of the Site/Project Facilities and to all documents, records and relevant materials and information relating to the Project.
- (viii) The O&M Steering Committee shall have the right to invite representatives of the Lessees/association of Lessees, the Licensees/others to attend its meetings as invitees and to issue reasonable directions and instructions to the parties/Concessionaire/ Lessees/association of Lessees /Licensees/others. The Concessionaire shall extend assistance and facilitation to such O&M Steering Committee in the performance of its functions.
- (ix) Any failure on the part of the O&M Steering Committee in respect of its functioning shall not (1) amount to any consent or approval of the activities of the Concessionaire/Lessees/association of Lessees/others; and (2) release or discharge the Concessionaire / Lessees/association of Lessees of its/their obligation to carry out the maintenance of the BTF & Commercial Facility.

(c) Inspection

- (i) Notwithstanding any provisions of this Agreement and without prejudice to any of the other rights vested under the provisions hereof, the RSBTDA, the Independent Engineer/Expert, the O&M Steering Committee, any Competent Authority and any Person authorised by either of them shall during the Concession Period at all reasonable times and upon reasonable notice have access to the Project Site and the Project Facilities to inspect and examine the materials, plant, equipment and workmanship and all the documents, reports, data, books, accounts, information for compliance thereof with the provisions hereof and to check the progress of the works or for performing statutory duties and the Concessionaire shall provide the necessary cooperation and assistance to them in this behalf.
- (ii) RSBTDA and Independent Engineer/Expert shall be entitled, during fabrication, construction or preparation at any places where Works are being carried out, to inspect, examine and test the materials and

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workmanship, and to check the progress thereof of all works under this Agreement. The Concessionaire shall give RSBTDA and Independent Engineer/Expert full opportunity to inspect, examine, measure and test any work on the Site or wherever carried out.

- (iii) The Concessionaire shall give due notice to RSBTDA and Independent Engineer/Expert whenever such work is ready, before packaging, covering up or putting out of view, including foundation works. The Independent Engineer/Expert and the RSBTDA shall then respond to the Concessionaire with their intention to either carry out the inspection, examination, measurement or testing within 14 (fourteen) days, or notify that it is considered unnecessary. If the Concessionaire fails to give such notice, it shall, when required by the Independent Engineer/Expert, uncover such work and thereafter reinstate and make good the same at its own cost.
- (iv) If the Independent Engineer/Expert or RSBTDA fail to respond to the Concessionaire's notice within 14 (fourteen) days of receiving the notice, it shall be deemed to imply that they do not consider it necessary to inspect the work mentioned in the notice.
- (v) RSBTDA shall also have the right, without prejudice to the aforesaid, to carry out surprise checks of the works, operations and documents and records relating to the Bus Terminal Facility.

(d) Testing During Concession Period

- (i) RSBTDA and/or the Independent Engineer/Expert may during the Concession Period conduct or cause to be conducted through Third Parties or require the Concessionaire to conduct such tests in respect of the Bus Terminal Facility as may be required pursuant to the Specifications and Standards and Good Industry Practice or as it/they may reasonably deem appropriate.
- (ii) The Concessionaire shall provide the necessary documents and other information and such assistance, labour, materials, consumables, electricity, fuel, stores, apparatus and instruments as may reasonably be required to carry out such tests. The Concessionaire shall provide

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engineering support and technical know-how as necessary to carry out such tests.

- (iii) Such tests shall be held in the presence of RSBTDA' representative/the Independent Engineer/Expert, who shall verify the result thereof and in the event of the tests being successful issue the certificate of compliance.
- (iv) The cost of such tests shall be borne by the Concessionaire.
- (v) If, as a result of such tests, the RSBTDA and/or the Independent Engineer/Expert decides that any plant, materials, consumables, design, process or workmanship relating to the Bus Terminal Facility is defective or otherwise not in compliance with the Specifications and Standards and Good Industry Practice, the RSBTDA and/or the Independent Engineer/Expert may reject such plant, materials, consumables, design, process or workmanship and shall forthwith notify the Concessionaire with reasons for rejection and require correction of such defects within the stipulated time.
- (vi) The Concessionaire shall make good such notified defects within the stipulated time, and undertake re-testing, if any, at its cost that may be required by RSBTDA and/or the Independent Engineer/Expert. In the event that the Concessionaire fails to repair, replace or rectify such defects within a period of 15 (fifteen) days from the date of notice issued by RSBTDA/ Independent Engineer/Expert in this behalf, RSBTDA shall be entitled to get the same repaired, replaced or rectified at the Concessionaire's risk and cost so as to ensure that the Bus Terminal Facility is in conformity with the Specifications and Standards. All costs incurred by the RSBTDA in this behalf shall be reimbursed by the Concessionaire to the RSBTDA within 15 (fifteen) days of receipt of demand in this behalf.
- (vii) RSBTDA shall be entitled to appropriate the relevant amounts necessary to secure performance of the Concessionaire's obligations under this Clause 9.9 (d) from the Performance Security.
- (viii) Any such inspection or testing by the RSBTDA, the Independent Engineer/Expert or any Competent Authority shall not relieve or absolve

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the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

(e) Reporting Requirements

The Concessionaire shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder.

(i) Construction Period Reports

The Concessionaire shall provide to RSBTDA and the Independent Engineer a monthly progress report during the Construction Period, which shall contain the following information:

(A) Summary of Progress: summary of the progress of the Project for that month which shall detail:

- (1) any areas of significant concern and the action being taken to resolve any significant difficulties;
- (2) the actual progress made during that month against the construction schedule including a description in reasonable detail of the work carried out;
- (3) any matters which have come to light which are likely materially and adversely to affect the construction of the Bus Terminal;
- (4) any potential or actual deviations from the construction schedule, the Specifications and Standards and Good Industry Practice or otherwise confirmation that construction is proceeding in accordance therewith; and
- (5) a commentary on the progress plan;

(B) Budget Analysis: showing actual expenditure in that month against the relevant budget for that period and detailing the remaining costs of the Bus Terminal Facility and the means of financing available to cover such costs;

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(C) Completion: details of any changes to the proposed date of completion of construction of the BTF Facility and the reasons for such changes; and

(D) Clearances: written confirmation that all Clearances required are in full force and effect including a list of such clearances.

(ii) Operations Period Reports

The Concessionaire shall provide to the RSBTDA, the O&M Steering Committee and the Independent Experts, if any, a quarterly operation and maintenance progress report during the Operations Period, which shall contain the following information:

(A) Expenses: details of costs or expenses of operations, maintenance and other repairs incurred in that quarter or expected to be incurred in the following quarter on the Bus Terminal Facility; and

(B) Maintenance Plan: a maintenance plan for the Bus Terminal Facility for the next quarter and a report on maintenance carried out during the previous quarter (including a commentary on any material deviation from expected maintenance activities as set out in the maintenance plan). herein nor shall it incur or suffer any liability if and to the extent performance of any such obligations is affected by or on account of any of the following:

(i) Force Majeure Events, subject to provisions of Clause 12;

(ii) RSBTDA Event of Default or any other material act or omission of the RSBTDA in contravention of its obligations under this Agreement or a material delay, impediment, default or prevention due to or caused by the RSBTDA or any Competent Authority;

(iii) Compliance with the instructions or directions of the RSBTDA/ O&M Steering Committee /Independent Engineer/ Expert/ any Competent Authority other than instructions issued as a consequence of a breach or default by the Concessionaire of any of its obligations hereunder;

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- (iv) extensions granted under the provisions of this Agreement, or specific extensions granted by RSBTDA or the Independent Engineer or the O&M Steering Committee or extensions made through mutual agreement of the Parties;
 - (v) Measures taken to ensure the safe use of the Project Facilities except when the unsafe conditions have been occasioned by the Concessionaire's failure to perform its obligations under this Agreement.
- (f) In the event of delay due to circumstances set forth in sub-clause (a) above, the Concessionaire shall be relieved of its obligations to the extent of such delay and, upon written request, be granted an extension of time equal to the period of delay, as certified by the Independent Engineer/Expert/O&M Steering Committee, for fulfilling its obligations relating to the Project.

**ARTICLE 10
FINANCIAL COVENANTS**

10.1 FORM OF FINANCES

- (a) The Concessionaire shall be responsible for arranging all the financing in the form of equity, debt or otherwise as required for implementing the Project.
- (b) RSBTDA hereby agrees that for the purpose of raising financing for the Project, the Concessionaire may assign all its rights, title, interest and benefits under this Agreement, limited to the extent of such rights herein, to or in favour of the Lenders in accordance with the provisions of this Agreement. Provided that in the event of the Termination of this Agreement such assignment shall stand extinguished. Provided further nothing contained in this sub-clause (b) shall (i) absolve the Concessionaire from its responsibilities to perform/discharge any of its obligations under and in accordance with the provisions of this Agreement; (ii) authorise or be deemed to authorise the Lenders to implement and execute Project Facilities themselves and (iii) under any circumstances amount to any guarantee from or recourse to the RSBTDA.
- (c) Except as stated in sub-clause (b) above as may otherwise be provided elsewhere in this Agreement, the Concessionaire shall not, without the prior written consent of RSBTDA, (i) assign in favour of any Person this Agreement or its rights, title, interest, benefits or obligation hereunder or create a security interest with respect to its rights under the Agreement or any part thereof in favour of any Person; or (i) mortgage, assign, transfer, lease, sub-lease, license, sub-license or otherwise alienate or dispose off in any form, manner or arrangement whatsoever the Project Site/Project or any part thereof.
- (d) The restraint set forth in sub-clauses (c) above shall not apply to:
 - (i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;

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- (ii) pledges/hypothecation of goods/movable assets and their related documents of title arising in the ordinary course of business of the Concessionaire as security only for indebtedness to the Lenders under the Financing Documents and/or for working capital arrangements for the Project;
- (iii) liens and encumbrances required by the Applicable Law;
- (iv) Assignment of Concessionaire's rights, benefits and interest under this Agreement to or in favour of the Lenders under this Agreement as security for the financial assistance provided by them.

10.2 ASSIGNMENT BY RSBTDA

Notwithstanding anything to the contrary contained in this Agreement, RSBTDA may, after giving 60 (sixty) days notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement pursuant to any direction of GOR or by operation of law or in the course of its business.

10.3 AUDIT AND ACCOUNT

(a) Appointment of Auditors

- i. The Concessionaire shall appoint and have during the subsistence of this Agreement, as its statutory auditors, a reputed firm of chartered accountants duly licensed to practice in India. All fees and expenses of the statutory auditors shall be borne by the Concessionaire.
- ii. Any claim or document provided by the Concessionaire to RSBTDA relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto, in connection with the Project shall be valid and effective only if certified by the Concessionaire's statutory auditors.

(b) Maintenance of Accounts

- (i) The Concessionaire shall, during the subsistence of this Agreement, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, and payments (including payments from the Escrow Account); and assets and liabilities, in accordance with this Agreement, the Applicable Laws and

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Good Industry Practice. The Concessionaire shall provide to RSBTDA 2 (two) copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Financial Year to which they pertain.

- (ii) The Concessionaire shall establish and maintain a daily and monthly reporting system to provide storage and ready retrieval of data related to the construction and operation of Project Facilities, including all such information which is necessary to verify costs and expenses incurred or revenues earned and to confirm that the Concessionaire is in compliance with its obligations under this Agreement. The Concessionaire shall provide copies of such reports to the RSBTDA within five days of the end of each month.

10.4 ESCROW ACCOUNT

(a) Opening of Account

The Parties shall open and establish an Escrow Account by the Operations Date (or such other mutually agreed date) with the Escrow Bank. All inflows and outflows of cash and receivables on account of revenue received from Adda Fees & User Charges of BTF and advertisement revenues of Project and operations and maintenance expenditure that accrue or arise under, in connection with or pursuant to the operation and maintenance of the project under this Agreement shall be credited to or debited from, as the case may be, the Escrow Account. For the avoidance of doubt, the Total Annual Premium received from the Concessionaire and the revenue received by the RSBTDA from RSBTDA Facilities or otherwise shall be retained and appropriated by RSBTDA and shall not be deposited by it into the Escrow Account. In addition to this all incomes and revenues earned/received by Bus Operators from the running and operation of their bus fleet or otherwise shall be retained and appropriated by them and shall not be deposited into the Escrow Account.

(b) Deposits into Account

All receivables relating only to the Adda Fees & User Charges of BTF and advertisement revenues from the Project, and all interest, if

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any, on the balances in the Escrow Account and interest or income received on account of investments, if any, of such balances as may be permitted by the RSBTDA shall be credited to or deposited in the Escrow Account.

In the event the amounts available in the Escrow Account at any point of time are less than the cash flow requirements for operation and maintenance of the BTF, the Concessionaire shall make good such shortfall by crediting the requisite amounts in the Escrow Account through its own resources.

(c) Withdrawals from Escrow Account

The Escrow Bank shall withdraw amounts from the Escrow Account as detailed below:

- (i) O&M expenses incurred by the Concessionaire for the Bus Terminal Facilities (other than RSBTDA Facilities), directly or through O&M contractors, if any, subject to the items and ceiling in respect thereof as set forth in the Financing Documents;
- (ii) Subject to the provisions of this Agreement, the balance in accordance with the instructions of the Concessionaire.

Provided in the event RSBTDA notifies the Escrow Bank of an Event of Default or Force Majeure Event, the Escrow Bank shall not make any payments from the Escrow Account to the accounts of the Concessionaire.

(d) Withdrawals Upon Termination/Expiry of Agreement

Upon the earlier of

- (i) Issue of Termination Notice;
- (ii) Termination/determination of this Agreement; or
- (iii) The expiry of the Concession Period

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All amounts standing to the credit of the Escrow Account shall be appropriated and dealt with in the following order:-

- (i) All accrued operation and maintenance expenses in respect of the Bus Terminal Facility (Other than the RSBTDA Facilities).
- (ii) Subject to the provisions of this Agreement, the balance, if any, on the instruction of RSBTDA.

10.5 PAYMENT TO RSBTDA

In consideration of the grant of the Concession, the Concessionaire shall make the following payments to the RSBTDA in the manner and at the times mentioned hereunder:

(a) Upfront Amount

The Concessionaire shall pay an Upfront Amount of Rs. 4.00 crore (Rupees Four Crore) to the RSBTDA after issue of Letter of Award (LOA) but before signing of Concession Agreement.

(b) Total Annual Premium

The **Reserve Annual Premium**, as fixed by the RSBTDA, is Rs. 1.00 crore (Rupees one crore only) annually. The Concessionaire shall pay annually to RSBTDA the **Total Annual Premium**, which shall be the arithmetic sum of the Reserve Annual Premium of Rs.1.00 crore (Rupees one crore only) and Additional Annual Premium of Rs. _____ as quoted by the Preferred Bidder as the bid parameter and as accepted by the RSBTDA, through a demand draft drawn in favour of "Secretary, Rajasthan State Bus Terminal Development Authority, Jaipur" on a scheduled bank payable at Jaipur, Rajasthan. The Total Annual Premium amounting to Rs. _____ crore (Rupees _____ only) shall be paid by the Concessionaire in advance on year to year basis starting from 30 (thirty) months from the Compliance Date. Provided that for the first payment of Total Annual Premium payable by the Concessionaire to the RSBTDA, the amount shall be adjusted on a pro-rata basis for the balance period commencing from 30th month till succeeding 31st March of the Year. Provided that for the year of Termination of the Agreement, the Total Annual Premium shall be adjusted on prorata basis for the balance period. The Total Annual

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Premium payable by the Concessionaire to RSBTDA shall be escalated by 15% (fifteen percent) on compounding basis every three years. For avoidance of doubt, it is clarified that the first escalation factor of 15% (fifteen percent) shall become applicable on completion of 66 (sixty six) months from Compliance Date irrespective of the actual Construction Completion date.

The Total Annual Premium for each Year shall be payable in advance for that Year within 7 (seven) days of the commencement of the respective Year.

In the event of delay in payment of Total Annual Premium by the Concessionaire to RSBTDA beyond the due date provided herein, as certified by RSBTDA, the Concessionaire shall, for delays up to 60 (sixty) days, pay interest to RSBTDA on the due amount at the Bank Rate plus 5% (five percent) from and including the due date to and excluding the date of payment. Any delay in such payment beyond 60 (sixty) days from the due date shall constitute a Concessionaire Event of Default that shall entitle RSBTDA to terminate this Agreement.

10.6 ADDA FEE AND USER CHARGES

- (a) On and from the Operations Date and until the last date of the Concession Period, the Concessionaire or its Subcontractors shall levy, collect, retain and appropriate Adda Fees from all the scheduled departures of intercity buses at the rates set out in Schedule-IX.
- (b) The Concessionaire shall levy, collect, retain and appropriate User Charges from the Users for the period after the Operations Date in accordance with the provisions of this Agreement.
- (c) On and from the Operations Date and until the last date of the Concession Period, the Concessionaire or its Subcontractors or Licensees shall levy, collect, retain and appropriate the User Charges from the Users of the Passenger Amenities as set forth in the Schedule-IX.
- (d) RSBTDA expressly recognises the right of the Concessionaire or its Subcontractors to demand, collect, retain, and to appropriate Adda Fees as may be decided by RSBTDA and realise the same from all operators including RSRTC and the User Charges in accordance with the terms of this Concession.

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- (e) The Concessionaire shall be free to charge, with the consent of RSBTDA, differential rates of User Charges from different category of users, give discounts to bulk users or for timely or early payments; provided that the Concessionaire shall in this behalf be in compliance with the Applicable Laws, terms of Clearances, statutory or mandatory requirements of Competent Authorities, if any, and Good Industry Practice.
- (f) RSBTDA expressly recognises that if any User fails to pay User Charges, the Concessionaire may exercise all rights and remedies available under the Applicable Laws for recovery of the User Charges, including the suspension, termination or cancellation of provision of the applicable service to the relevant defaulting User.
- (g) RSBTDA employees shall not be required to make any payments for the use of toilets within the Bus Terminal Facility by them nor shall be required to pay any parking charges for parking their vehicles in the parking area designated within the Bus Terminal Facility.

**ARTICLE 11
INSURANCE FOR BUS TERMINAL FACILITY**

11.1 INSURANCE COVER

- (a) The Concessionaire shall during the Concession Period purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project Facilities and all related assets against risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the Lenders (the “Insurance Cover”).
- (b) The Insurance Cover shall be made assignable to the RSBTDA and the respective insurance policies shall contain a specific stipulation to that effect. Upon the termination of this Agreement, all such insurance policies and benefits there under shall forthwith stand transferred and assigned to the RSBTDA and the RSBTDA alone shall be entitled to the receipt of all amounts receivable under such policies.
- (c) Without limiting the generality of the foregoing, the Concessionaire shall, at its cost and expense, purchase and maintain or cause to be purchased and maintained during the Concession Period , and in case of sub-clause (i) below during the Construction Period/construction of CF, such insurances as are necessary, including but not limited to the following:

 - (i) Construction/builders’/contractors’ all risk insurance (during Construction Period/construction of CF);
 - (ii) comprehensive insurance for the Project Assets for their full market value or replacement cost;
 - (iii) comprehensive third party liability insurance, including injury or death of Persons who may enter the Site;
 - (iv) workmen’s’ compensation insurance;

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- (v) any other insurance that may be necessary to protect the Concessionaire, the Persons claiming through or under it, its employees and its assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (iv).

11.2 EVIDENCE OF INSURANCE

- (a) The Concessionaire shall, from time to time, furnish to the RSBTDA copies of all insurance policies in respect of the Insurance Cover (or appropriate endorsements, certification of other satisfactory evidence of insurance) as soon as reasonably practical after they are received by the Concessionaire and furnish evidence to RSBTDA that all premiums have been paid and that the relevant policies remain in existence. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) days' clear notice of cancellation is provided to RSBTDA in writing.
- (b) In the event the Concessionaire does not maintain any Insurance Cover pursuant hereto, the RSBTDA may, at its option, effect such insurance and the Concessionaire shall reimburse all the costs and expenses incurred in this behalf by the RSBTDA within 15 (fifteen) days of receipt of the RSBTDA's claim in respect thereof, failing which the same shall be recovered by the RSBTDA by exercising right of set off or from the Performance Security or otherwise. In case of such failure on the part of the Concessionaire, the RSBTDA shall not be liable for damages or claims and the Concessionaire shall indemnify the RSBTDA for and against all liabilities, costs and expenses arising out of or as a consequence of such failure.

11.3 APPLICATION OF INSURANCE PROCEEDS

Unless otherwise provided herein, the proceeds from all insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof, which may have been damaged or destroyed.

The Concessionaire may, with prior written consent of RSBTDA, designate the Lenders (providing financial assistance for the BTF) as the loss payees under the insurance policies/assign the insurance policies relating to BTF in favour of such Lenders as security for the financial assistance provided by them for the BTF.

11.4 INSURANCE COMPANIES AND WAIVER OF SUBROGATION

- (a) The Concessionaire shall insure all insurable assets comprised in the Project Facilities through Indian insurance companies and if so permitted by Gol, through foreign insurance companies, to the extent that insurances can be effected with them.
- (b) The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Concessionaire.
- (c) All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers there under against, *inter alia*, the RSBTDA and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of 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.
- (e) The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, *inter alia*, the RSBTDA and its affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire 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.

**ARTICLE 12
FORCE MAJEURE**

12.1 FORCE MAJEURE EVENTS

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent the Party (RSBTDA or Concessionaire) claiming force majeure ("**Affected Party**") from performing its obligations, in whole or in part, under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect. Such events mean:

(A) Non Political Events

- a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- b) Radio active contamination, ionizing radiation.
- c) Epidemic, famine.
- d) An act of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, nuclear blast / explosion, or sabotage.
- e) Industry wide or state wide or India wide strikes or industrial action or disturbances which has a Material Adverse Effect on the Project and which are not on account of acts of the Concessionaire, its Subcontractors or persons claiming through or under it;

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- f) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings (which are non collusive and duly prosecuted by the Concessionaire) for reasons other than failure of the Concessionaire or of any Person claiming through or under it to comply with any Applicable Law or terms of Clearances or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by RSBTDA; or
- g) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Events

- a) A Change in Law to which the provisions of Clause 18.16 cannot be applied;
- b) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or rights of the Concessionaire relating thereto; provided the same has not resulted from an act or default of the Concessionaire or any Person claiming through or under it.
- c) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any Clearance required by the Concessionaire or any of the Subcontractors to perform their respective obligations hereunder (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Subcontractor's (i) inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits; or (ii) breach or failure in complying with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Clearances, any judgement or order or Directive of any Competent Authority or of any contract to which the Concessionaire or such Subcontractor, as the case may be, is bound.

12.2 NOTICE OF FORCE MAJEURE EVENTS

- (a) The Affected Party shall give notice to the other Party in writing of the occurrence of any of the Force Majeure Event ("**the Notice**") as soon as the same arises or as soon as reasonably practicable and in any event within 7

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(seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under this Agreement.

(b) The Notice shall inter-alia include full particulars of:

- (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
- (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Affected Party's ability to perform its obligations or any of them under this Agreement;
- (iii) the measures which the Affected Party has taken or proposes to take, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
- (iv) any other relevant information.

(c) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (fortnightly) written reports containing the information called for by Clause 12.2 (b) and such other information as the other Party may reasonably request.

12.3 PERIOD OF FORCE MAJEURE

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Affected Party in respect of the Force Majeure Event until the expiry of the period during which the Affected Party is excused from performance of its obligations in accordance with Clause 12.4.

12.4 PERFORMANCE EXCUSED

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event shall be excused from performance of such obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event. Notwithstanding any provision of this Clause 12, a Force Majeure Event shall not absolve the Concessionaire from any obligation to make payment in respect of its obligations under this Agreement

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in the event such payment obligations have arisen or accrued prior to the occurrence of the Force Majeure Event.

12.5 RESUMPTION OF PERFORMANCE

During the Period of Force Majeure, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

12.6 COSTS, REVISED TIMETABLE

(a) Costs

Upon occurrence of a Force Majeure Event after Compliance Date, the cost arising out of such event shall be allocated as follows:

- (i) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
- (ii) Where the Force Majeure Event is a Political Event, the Force Majeure costs relating to the Bus Terminal Facility to the extent actually incurred and duly certified by the Statutory Auditors shall be reimbursed by the RSBTDA to the Concessionaire in one lump sum not later than 120 (one hundred and twenty) days after the end of the Force Majeure Event and receipt of notice by the RSBTDA to that effect.

For avoidance of doubt, "Force Majeure cost" shall be such cost in respect of the Bus Terminal Facility and shall not include loss of User Charges or any debt repayment obligations but shall include interest payments on the debt in respect of the Bus Terminal Facility pursuant to the Financing Documents, expenses on the O&M of the Bus Terminal Facility and all other

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costs in respect of the BTF that are directly attributable to the Force Majeure Event.

(b) Extension of Time

To the extent the performance of the obligations of the Affected Party is affected by the Force Majeure Event, the time period for the performance of the obligations of the Affected Party shall be extended by a similar time period on a day to day basis.

12.7 CONSULTATION AND DUTY TO MITIGATE

The Parties shall consult with each other to determine the reasonable measures to be implemented to minimise the losses of each Party resulting from the Force Majeure Event. Except as specifically stated to the contrary, no Party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever beyond its control.

12.8 LIABILITY FOR OTHER LOSSES, DAMAGES ETC.

Save and except as expressly provided in this Article 12, neither party hereto shall be liable in any manner whatsoever to other party in respect of any loss, damage, cost, expense, claims, demand and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 12.

12.9 TERMINATION DUE TO FORCE MAJEURE EVENT

If the Period of Force Majeure continues or is in the reasonable judgement of the Parties is likely to continue beyond a period of 6 (six) months, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 6 (six) months, be entitled to terminate the Agreement in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

**ARTICLE 13
EVENTS OF DEFAULT**

Event of Default means the Concessionaire Event of Default or the RSBTDA Event of Default and/or both as the context may admit or require.

13.1 EVENTS OF DEFAULT

(a) Concessionaire Event of Default

The Concessionaire Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the “**Concessionaire Event of Default**”) or due to reasons attributable to RSBTDA:

- (i) the Concessionaire is in/commits a Material Breach of this Agreement such breach is not cured by the Concessionaire within the specified cure period or if not so specified within 90 days of the RSBTDA’s notice to the Concessionaire specifying such breach and requiring the Concessionaire to remedy the same.
- (ii) the Concessionaire’s failure to perform or discharge any of its obligations under any other Transaction Document including the Escrow Agreement, which has or is likely to have a Material Adverse Effect.
- (iii) any representation made or warranties given by the Concessionaire/ Consortium Members/Preferred Bidder under this Agreement is found to be false or misleading.
- (iv) the Concessionaire, any of its creditors or any other eligible party files for the Concessionaire’s liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing.
- (v) levy of an execution or distraint on the Concessionaire’s assets which has or is likely to have Material Adverse Effect and such execution or distraint remaining in force for a period exceeding 60 (sixty) days.

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- (vi) amalgamation of the Concessionaire with any other company or reconstruction or transfer of the whole or part of the Concessionaire's undertaking (other than transfer of assets in the ordinary course of business) without the RSBTDA's prior written approval; provided, if the amalgamated entity, reconstructed entity or the transferee, as the case may be, has the financial and technical ability demonstrated to the satisfaction of the RSBTDA, to undertake, perform/discharge the obligations of the Concessionaire under this Agreement, the RSBTDA shall not unreasonably withhold the necessary approval.
- (vii) the Concessionaire engages or knowingly allows any of its employees, agents, Subcontractor, agent or representative to engage in, in the course of any activity undertaken pursuant to this Agreement, any activity prohibited by law or which constitutes a breach of or an offence under any law.
- (viii) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by this Agreement.
- (ix) the Concessionaire has delayed payment that has fallen due under this Agreement, including the Total Annual Premium, beyond the specified time period or if not so specified beyond 90 (ninety) days of the due date.
- (x) the Concessionaire is adjudged bankrupt or insolvent
- (xi) the Concessionaire does not attend to or abandons the Project for a consecutive period of 90 (ninety) days.
- (xii) As a result of any act or omission of the Concessionaire, any lender (for the BTF and/or CF) enforces or initiates measures to enforce any security interest over any of the assets of the Concessionaire, or the shares of the Concessionaire owned by the Preferred Bidder/Consortium Members.
- (xiii) The occurrence of a breach identified as an event of default under any Transaction Document.
- (xiv) The minimum Equity requirements specified in Clause 7.2 (z) are not maintained.
- (xv) The Concessionaire is in Material Breach of its obligations in relation to the Commercial Facility.

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- (xvi) such events as have been specified as Concessionaire Events of Default under the provisions of this Agreement.

(b) RSBTDA Event of Default

The RSBTDA Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (the “**RSBTDA Event of Default**”) or due to reasons attributable to the Concessionaire:

- (i) The RSBTDA is in Material Breach of its obligations under this Agreement such breach is not cured by the RSBTDA within the specified cure period or if not so specified within 90 days of the Concessionaire’s notice to the RSBTDA specifying such breach and requiring the RSBTDA to remedy the same.
- (ii) Any defect in the RSBTDA’s title, ownership and possession of the Project Site.

13.2 RIGHTS OF PARTIES

- (a) Upon the occurrence of the Concessionaire Event of Default, the RSBTDA shall without prejudice to any other rights and remedies available to it under this Agreement or law but subject to rights of Lenders herein be entitled to terminate this Agreement.
- (b) Upon the occurrence of the RSBTDA Event of Default, the Concessionaire shall without prejudice to any other rights and remedies available to it under this Agreement be entitled to terminate this Agreement.
- (c) Provided that before proceeding to terminate this Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under this Agreement and the circumstances in which the same has occurred.

13.3 CONSULTATION NOTICE

Either Party exercising its right under Clause 13.2, shall issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties and the Lenders to consider

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possible measures of curing or otherwise dealing with the underlying Event of Default (the “**Consultation Notice**”).

13.4 REMEDIAL PROCESS

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree (the “**Remedial Period**”) the Parties shall, in consultation with the Lenders, endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default. Without prejudice to this, if the underlying event is a Concessionaire Event of Default, the Parties shall in consultation with the Lenders endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances;

- (a) the change of management or control/ownership of the Concessionaire;
- (b) the replacement of the Concessionaire by a new concessionaire [**“Substitute Entity”**] on terms no less favourable than those contained in this Agreement and the specific terms and conditions of such replacement which shall include:
 - (i) the criteria for selection of the Substitute Entity,
 - (ii) the transfer of rights and obligations of the Concessionaire surviving under this Agreement to the Substitute Entity,
 - (iii) handing over/ transfer of the Project Assets and the Project to the Substitute Entity,
 - (iv) assumption by the Substitute Entity of the outstanding obligations of the Concessionaire under the Financing Documents and preserving Lenders’ charge on the Concessionaire’s assets ,
 - (v) assumption by Substitute Entity of any amounts due to the RSBTDA from the Concessionaire under this Agreement,
 - (vi) the provision of Performance Security by the Substitute Entity.

13.5 OBLIGATIONS DURING REMEDIAL PERIOD

During the Remedial Period, the Parties shall continue to perform their respective obligations under this Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

13.6 REVOCATION OF CONSULTATION NOTICE

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties and the Lenders agree upon any of the measures set out in Clause 13.4, the Consultation Notice shall be withdrawn by the Party who has issued the same.

13.7 TERMINATION DUE TO EVENTS OF DEFAULT

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties and the Lenders have agreed upon any of the measures in accordance with Clause 13.4, the Party who has issued the Consultation Notice shall have the right to terminate this Agreement, in which event, the provisions of Article 14 shall, to the extent expressly made applicable, apply.

**ARTICLE 14
TERMINATION/EXPIRY OF AGREEMENT**

14.1 TERMINATION PROCEDURE

The Party entitled to terminate this Agreement either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("**Termination Notice**") to the other Party and simultaneously deliver a copy thereof to the Lenders. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days, ("**Termination Period**") and at the expiry of the Termination Period, this Agreement shall stand terminated.

14.2 OBLIGATIONS DURING TERMINATION PERIOD

During Termination Period, the Parties shall, subject where applicable to the provisions of Article 13, continue to perform such of their respective obligations under this Agreement which are capable of being performed.

14.3 REQUISITION

Upon issue or receipt, as the case may be, of the Termination Notice, either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, the RSBTDA shall by a notice in writing ("**Requisition**") call upon the Concessionaire to furnish the following information to enable the RSBTDA to estimate the outstanding liabilities/assets of the Concessionaire and/or to finalise the assets to be handed over to/taken over by the RSBTDA;

- (a) the progress, stage and manner of implementation of the Bus Terminal Facility and the details of the assets and liabilities of the Concessionaire;
- (b) data or records (to be specified by RSBTDA) regarding the establishment, operation and maintenance of the Bus Terminal Facility (other than the RSBTDA Facilities);
- (c) any other information or records (to be specified by RSBTDA) regarding Concessionaire and the Persons claiming through or under the Concessionaire, its/their business, assets and liabilities.

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- (d) the particulars of Licensing Arrangements and the details of functioning of the Subcontractors
- (e) the particulars of the security interests supported by Lenders' certificate;
- (f) the details of the marketing, bookings, allotments and allotment agreements of the Commercial Facility, the amounts of Premia received and the outstanding amounts due and payable, the progress of construction of the Commercial Facility, the details of the outstanding works, the amounts of money spent on the construction, the number of leases executed and those pending execution, the details of the construction, operation and maintenance of the Commercial Facility and as applicable the information under the heads specified in sub-clause (a) to (f) above.

The Concessionaire shall within a period of 30 (thirty) days of receipt of Requisition furnish the particulars called for by the RSBTDA.

14.4 CONDITION SURVEY

- (a) The Concessionaire agrees that on the service of a Termination Notice or 6 (six) months prior to the expiry of the Concession Period by efflux of time, it shall conduct or cause to be conducted by an Expert under the RSBTDA's supervision, a condition survey of the Project and the Project Assets to ascertain the condition thereof, verifying compliance with the Concessionaire's obligations under this Agreement and to prepare an inventory of the assets comprised in the Project
- (b) If, as a result of the condition survey, the RSBTDA shall observe/notice that the Bus Terminal Facility or the BTF Assets (other than the RSBTDA Facilities) or any part thereof has/have not been operated and maintained in accordance with the requirements therefor under this Agreement (normal wear excepted) the Concessionaire shall, at its cost and expenses, take all necessary steps to put the same in good working conditions well before the Transfer Date.
- (c) In the event the Concessionaire fails to comply with the provisions of this Agreement, the RSBTDA may itself cause the condition survey and inventory of Project Assets and the Project to be conducted. The RSBTDA

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shall be compensated by the Concessionaire for any costs incurred in conducting such survey and preparation of inventory as also in putting the Bus Terminal Facility or the BTF Assets (other than the RSBTDA Facilities) in good working condition.

14.5 CONSEQUENCES OF TERMINATION

Without prejudice to any other consequences or requirements under this Agreement or under any law, the following consequences shall follow upon expiry of the Concession Period/this Agreement by efflux of time or termination due to an Event of Default or a Force Majeure Event:

14.5.1 In Relation to Bus Terminal Facility

(a) Transfer of Assets

- (i) On the Transfer Date, the Concessionaire shall subject to the provisions of this Agreement:
 - (1) transfer, assign and deliver to the RSBTDA or its nominated agency the Bus Terminal Facility and the BTF Assets, including vacant possession of all buildings, facilities and structures relating thereto and its right, title and interest therein.
 - (2) transfer all its rights, titles and interest in or over the tangible assets comprised in the Bus Terminal Facility (including movable assets which the RSBTDA agrees to take over) to the RSBTDA or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
 - (3) hand over to the RSBTDA or its nominated agency all documents including as built drawings, manuals, designs, documents, information and records relating to the Bus Terminal Facility and the BTF Assets.
 - (4) to the extent possible assign to the RSBTDA or its nominated agency at the time of transfer all unexpired guarantees and warranties by Subcontractors and suppliers and all insurance policies.

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- (5) at its cost remove from the Site all such moveable assets which are not taken over by or transferred/assigned to the RSBTDA or its nominated agency. In the event the Concessionaire fails to remove such objects within the stipulated time, the RSBTDA or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Concessionaire notice of its intention to do so to a suitable location for safe storage. The Concessionaire shall be liable to bear the cost and the risk of such removal, transportation and storage.
 - (6) All proceeds of insurance claims shall be handed over to the RSBTDA or its nominated agency and the Concessionaire or Persons claiming through or under it shall have no claim thereon or rights thereto.
- (ii) The transfer of immovable property comprising the Bus Terminal Facility and the BTF Assets shall be deemed to be a termination of all leasehold arrangements or licenses in relation thereto and title to all such immovable property shall automatically revert to the RSBTDA or its nominated agency. The movable property comprising the Bus Terminal Facility and the BTF Assets shall be deemed to be transferred by delivery and possession.
 - (iii) The RSBTDA and the Concessionaire shall at least 6 (six) months prior to the expiry of the Concession Period or upon commencement of Termination Period, as the case may be, promptly agree upon the modalities and take all necessary steps to complete the aforesaid process of transfer of assets on the Transfer Date. During this period, the designated key personnel of the RSBTDA shall be associated with the operations of the BTF in order to facilitate smooth take over of the same by the RSBTDA on the Transfer Date.
 - (iv) It is clarified that only the assets of the Concessionaire shall be taken over and not the liabilities, including without limitation liabilities relating to labour and personnel related obligations of the Concessionaire and the Persons claiming through or under the Concessionaire or liabilities related to the Commercial Facility. All

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such labour and employees shall be its responsibility of the Concessionaire/such Persons even after the expiry of the Concession Period and they shall have no claim to any type of employment or compensation from RSBTDA or its nominated agency.

- (v) On the Transfer Date the Bus Terminal Facility and the BTF Assets (other than the RSBTDA Facilities) shall be in fair condition, subject to normal wear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- (vi) The Licensing Arrangements and the agreements with Subcontractors shall be terminated and the Concessionaire, Licensees, the Subcontractors, and all Persons claiming through or under them shall, forthwith vacate the Site/BTF without demur or delay.
- (vii) If on the Transfer Date, any Person is found to be occupying the Site, the Bus Terminal Facility or Bus Terminal Assets or any part thereof, it shall be lawful for the RSBTDA to secure summary eviction of such Person in accordance with the Applicable Laws.

(b) Project Agreements

The Concessionaire shall at the cost of the RSBTDA or its nominated agency transfer/assign such of the Project Agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) the RSBTDA or its nominated agency has chosen to take over in its favour. The Concessionaire shall entirely at its cost, terminate all such Project Agreements which are not transferred/assigned to the RSBTDA or its nominated agency.

(c) Clearances

The Concessionaire shall, at its cost, transfer to the RSBTDA or its nominated agency all such Clearances relating to the Bus Terminal Facility which the RSBTDA may require and which can be legally transferred.

(d) Transfer Costs

- (i) The Bus Terminal Facility and the BTF Assets shall be transferred to RSBTDA or its nominated agency, as the case may be, for a sum of Rupee 1.00 (Rupee one only).

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- (ii) The RSBTDA or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Bus Terminal Facility and the BTF Assets by the Concessionaire to RSBTDA or its nominated agency.

(e) Guarantees

The RSBTDA shall be entitled to call in, forfeit, encash and appropriate any subsisting Performance Security/bank guarantee(s) provided by the Concessionaire, if the termination is on account of a Concessionaire Event of Default.

Upon Termination of this Agreement due to any Force Majeure Event (non-political or political event) or a RSBTDA Event of Default, the RSBTDA shall return the Performance Security to the Concessionaire; provided there are no outstanding claims of the RSBTDA on the Concessionaire. Upon Termination of this Agreement due to a Concessionaire Event of Default, the RSBTDA shall forfeit and retain the Performance Security.

Upon expiry of the Concession Period by efflux of time, the RSBTDA shall return the Operations Performance Security to the Concessionaire; provided there are no outstanding claims of the RSBTDA on the Concessionaire.

(f) Termination Payments

In the event of Termination of this Agreement/Concession due to Force Majeure Event or an Event of Default, the RSBTDA shall, upon transfer of the Bus Terminal Facility and the BTF Assets by the Concessionaire to the RSBTDA or its nominated agency, pay to the Concessionaire the following Termination Payments:

- (i) Upon termination by RSBTDA due to a Concessionaire Event of Default during the Operations Period, the RSBTDA shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety percent) of the Debt Due in respect of BTF only. For the avoidance of doubt, no Termination Payment shall be payable by the RSBTDA to the Concessionaire upon Termination due to a Concessionaire Event of Default during the Construction Period.

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- (ii) Upon Termination by either party due to a Non Political Force Majeure Event, the RSBTDA shall pay to the Concessionaire by way of Termination Payment an amount equal to 90% (ninety percent) of the Debt Due in respect of BTF only.
- (iii) Upon Termination by the Concessionaire due to a RSBTDA Event of Default or upon Termination by either party due to a Political Force Majeure Event, the RSBTDA shall pay to the Concessionaire by way of Termination Payment an amount equal to
 - (A) total Debt Due plus 100% (one hundred percent) of Equity component of the BTF Total Project Cost subscribed and paid in cash till date of termination, if such Termination occurs during the Construction Period but prior to the Construction Completion/Operations Date being achieved;
 - (B) The total Debt Due, plus 110% (one hundred and ten percent) of the Equity component of the BTF Total Project Cost subscribed in cash and actually spent on the Bus Terminal Facility if such Termination occurs upon Construction Completion/Operations Date being achieved and for each successive year thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced by 5% (five percent) per annum.
- (iv) in either case under sub-clause (i), (ii) or (iii) above, less (1) the amount of any insurance proceeds received by the Concessionaire or which should have been received had the Concessionaire complied with its obligations under this Agreement and (2) any amounts then due and payable to the RSBTDA by the Concessionaire under this Agreement and (3) any amounts which the Concessionaire is entitled to claim in compensation in respect of the expropriation or compulsory acquisition of the assets or rights of the Concessionaire etc. from the party responsible for such expropriation or acquisition. If the amount calculated in accordance with this paragraph is less than zero then the Concessionaire shall pay the amount of shortfall to RSBTDA.

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- (v) Nothing in this clause shall prejudice the right of RSBTDA to recover from the Concessionaire any amounts due and payable to it by the Concessionaire hereunder.
- (vi) The Concessionaire hereby irrevocably authorises RSBTDA to pay to the Lenders or at their instruction to any designated bank account in India the compensation payable to the Concessionaire. The Concessionaire confirms that upon such payment being made, RSBTDA shall stand duly discharged of its obligations regarding payment of compensation under this Agreement Provided, if there are no amounts outstanding under the Financing Documents and a certificate to that effect issued by the Lenders is furnished by the Concessionaire to RSBTDA, the compensation shall, subject to the provisions of Clause 14.5.2 (c) below, be paid by RSBTDA directly to the Concessionaire.
- (vii) Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of a Party, including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of a Party under this Agreement shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

14.5.2 In Relation to Commercial Facility

- (a) Notwithstanding anything to the contrary contained in this Agreement, upon Termination of this Agreement for any reason whatsoever, including expiry by efflux of time, RSBTDA shall not be liable in any manner whatsoever to the applicants/allottees/lessees/their lenders or any other person in relation to the Commercial Facility/CF assets/built up areas/demised premises thereat.
- (b) In the event the Termination of this Agreement occurs for any reason whatsoever after the Construction Completion of the Bus Terminal Facility, the Concessionaire and/or the applicants/allottees/lessees/their lenders/their nominees shall be entitled to carry out and complete the construction, marketing, allotment and leasing of the built up area in the

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CF in accordance with the provisions hereof at its/their respective cost, risk and consequence. RSBTDA shall not be liable in this behalf or otherwise to any person at all. RSBTDA shall execute the Lease Deeds with the allottees in case of built up area in the CF, the construction of which has been completed and which is ready and available for disposal and use.

(c) In the event the Termination of this Agreement occurs for any reason whatsoever prior to the Construction Completion of the Bus Terminal Facility

(i) the CF assets and the Commercial Facility, including vacant possession of all buildings, facilities and structures relating thereto and its right, title and interest therein shall forthwith revert to the RSBTDA or its nominated agency free of any encumbrances or third party rights and along with all easementary rights and the Concessionaire and the Persons claiming through or under it, other than the Lessees (of demised built up areas in respect of which Lease Deeds have been executed) , shall vacate such facility and the Site without any demur or delay. The provisions of Clause 14.5.1, other than those relating to termination payments, to the extent applicable to prior termination, shall be applicable upon such termination.

RSBTDA shall not be liable in any manner to any person as a result of such reversion of the CF assets and the Commercial Facility to it or vacation of the site.

(ii) the Concessionaire shall be solely liable for refunding or returning the advances and/or payments made by the applicants/allottees/sub-lessees/their lenders/other persons in respect of the built up area in the Commercial Facility or otherwise and the RSBTDA shall not be liable in any manner to any person in this behalf or otherwise or for making any termination payments in respect of the Commercial Facility/built up areas thereat to the Concessionaire or the persons claiming through or under it.

(d) Upon the expiry of this Agreement/Concession by efflux of time, the Leases entered in to between RSBTDA and the Lessee (including the Concessionaire as Lessee) shall cease to exist. The Concessionaire and the Persons claiming

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through or under it shall have no further rights in respect of Bus Terminal Facilities, Commercial Facility and the Site and shall vacate the Site forthwith.

14.6 DIVESTMENT OF RIGHTS AND INTEREST

The divestment of all rights, title and interest in the Project Facilities shall be deemed to be complete on the date when all of the requirements have been fulfilled as mentioned in Article 14, and the RSBTDA shall, without unreasonable delay, thereupon issue a certificate (the “Vesting Certificate”), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Facilities, and their vesting in the RSBTDA 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 RSBTDA or its nominee on, or in respect of, the Project Facilities on the footing that all divestment requirements have been complied with by the Concessionaire.

**ARTICLE 15
LIABILITY AND INDEMNIFICATION**

15.1 LIABILITY OF CONCESSIONAIRE

Notwithstanding anything to the contrary contained in this Agreement,

- (a) In addition to the Concessionaire's liability and obligations and the RSBTDA's remedies provided elsewhere in this Agreement, the Concessionaire shall be solely responsible for any loss of or damage to the Project Facilities, damage to environment, death or injury to person, and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs) suffered by the RSBTDA during the Concession Period:
 - (i) resulting from any act, omission or negligence of the Concessionaire or any other Person claiming through or under it, including Subcontractors, and their respective employees, agents, subcontractors and representatives.
 - (ii) in connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the Concessionaire or any other Person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the Concessionaire under this Agreement.
- (b) The Concessionaire shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities, Specifications and Standards or any other matter) for which the Concessionaire is liable or which is attributable to the Concessionaire and, in turn, the Persons claiming through or under the Concessionaire.

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- (c) The Concessionaire shall be fully and solely liable for all works, contracts, dealings and activities in relation to the development, design, financing, construction, maintenance and implementation of the Project.

15.2 INDEMNIFICATION

- (a) Without prejudice to and in addition to the indemnification provisions elsewhere in this Agreement, the Concessionaire agrees to indemnify and hold harmless RSBTDA and its shareholders, managers, officers, directors, employees and advisors (each a **“RSBTDA Indemnified Party”**) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, **“Losses”**) to which the RSBTDA Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from (i) any misstatement or any breach of any representation or warranty made by Concessionaire or (ii) the failure by Concessionaire to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Concessionaire or Person claiming through or under the Concessionaire or (iii) any claim or proceeding by any Third Party against the RSBTDA arising out of any act, deed or omission by the Concessionaire. For the avoidance of doubt, indemnification of Losses pursuant to this Clause 15 shall be made in an amount or amounts sufficient to restore each RSBTDA Indemnified Party to the financial position it would have been in had the losses not occurred.
- (b) Without limiting the generality of sub-clause (a) of this Clause 15.2.
 - (i) the Concessionaire shall fully indemnify and defend the RSBTDA Indemnified Party from and against any and all Losses arising out of or with respect to (1) failure of the Concessionaire and the Persons claiming through or under the Concessionaire to comply with Applicable Laws and Clearances, (2) payments of Taxes relating to the Concessionaire and the Persons claiming through or under the Concessionaire, including contractors, suppliers and representatives, including the income or other taxes required to be paid by the

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Concessionaire/such Persons, or (3) non- payment of amounts due as a result of materials or services furnished to the Concessionaire or any Person claiming through or under the Concessionaire, which are payable by the Concessionaire or such Person.

- (ii) the Concessionaire shall fully indemnify and defend the RSBTDA Indemnified Party harmless from and against any and all Losses which the RSBTDA Indemnified Party may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Persons claiming through or under the Concessionaire in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for RSBTDA Indemnified Party, a license, at no cost to RSBTDA Indemnified Party, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire 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 parts or process, or modify the same so that it becomes non-infringing.
- (iii) the Concessionaire shall further indemnify, defend and hold harmless the RSBTDA Indemnified Party from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all Losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the

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Concessionaire's performance of this Agreement or arising out of any act or omission of the Concessionaire, and in turn of the Persons claiming through or under the Concessionaire.

- (c) Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

15.3 INDIRECT OR CONSEQUENTIAL LOSSES

Notwithstanding anything to the contrary contained in this Article 15, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect or consequential nature except as expressly provided in this Agreement.

15.4 SURVIVAL

The provisions of Article 15 shall survive the expiry or prior termination of this Agreement/the Concession.

**ARTICLE 16
DISPUTE RESOLUTION**

16.1 AMICABLE SETTLEMENT

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the Termination of this Agreement, then the Parties shall meet together no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, the dispute shall be referred to an expert for resolving the same as per Clause 16.2.

16.2 ASSISTANCE OF EXPERT

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent who shall resolve the matter within a period of 60 days from the date of reference to it. The Parties agree to abide by the decision/opinion of the Expert. The cost of obtaining the service of the Expert shall be shared equally. If the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 days of the notice in writing or such longer period as may be mutually agreed by the Parties, the Dispute shall be referred to Arbitration as per Clause 16.3.

Should any Party decide not to refer the Dispute to expert, the Dispute shall be referred to be settled through Arbitration as per Clause 16.3

16.3 ARBITRATION

(a) Arbitrators

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 and/or settlement with the assistance of Expert, as the case may be, the same shall be finally settled

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by reference to arbitration under the Arbitration and Conciliation Act, 1996 read with Arbitration And Conciliation (Amendment) Act, 2015. Such arbitration shall be held in accordance with the Rules of Society for Affordable Redressal of Disputes (“SAROD”), New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties. The arbitration shall be by a panel of three arbitrators, one each to be appointed by the RSBTDA and the Concessionaire and the third to be appointed by the two arbitrators so appointed, who shall act as chairperson of the arbitral tribunal.

(b) Place of Arbitration

The place of arbitration shall be Jaipur but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found.

(e) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

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(f) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is announced, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE 17

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

17.1 INTELLECTUAL PROPERTY RIGHTS

- (a) The Concessionaire accepts and agrees that the RSBTDA shall be the absolute and exclusive owner and proprietor of the all details, plans, specifications, schedules, programs, budget, reports, calculations and other work relating to the Project hereafter referred to as "**Proprietary Material**", which have been or are hereafter written, originated or made by any of the Concessionaire or the Persons claiming through or under it or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Bus Terminal Facility. All Proprietary Material shall be clearly marked as such in capital letters and in bold face print.
- (b) The RSBTDA shall own all the intellectual property rights in or relating to the Proprietary Material and all rights, privileges, entitlements, interests, title, property and benefits and associated rights whatsoever therein for the full period in accordance with the Applicable Laws and with all the reservations and extensions thereof and together with the exclusive right of the RSBTDA to use such information and intellectual property/authorize the use thereof by Third Parties in India and abroad in any form, including without limitation the right to reproduce, translate, edit, modify, distribute, sell or assign such rights, with or without consideration.
- (c) The RSBTDA shall have the exclusive right to apply for/procure registration such intellectual property rights at its cost with relevant competent authorities in India and abroad.
- (d) The Concessionaire and the RSBTDA hereby grant to each other an irrevocable, royalty-free, non-exclusive license to use all proprietary material owned by any of them or any of their respective employees, contractors, consultants or agents in connection with this Agreement or the design, construction, insurance and financing of the Project. Such license shall carry the right to use such material for all purposes connected with the Project; however, it shall not be transferable to any

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Person other than to the permitted assignee under this Agreement. Such license shall discontinue on the termination or expiry of this Agreement or the discharge by any Party of its duties hereunder.

17.2 CONFIDENTIALITY

No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Project any information which is by its nature or is marked as Proprietary Material or “confidential”, concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Project. This provision shall not apply to information:

- a) already in the public domain, otherwise than by breach of this Agreement;
- b) already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
- d) disclosed to the Lenders under terms of confidentiality; or
- e) which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Competent Authority.

17.3 SURVIVAL

The provisions of Article 17 shall survive the expiry or prior termination of this Agreement/Concession.

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

18.1 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of GoI/GoR and the courts at Jaipur shall have jurisdiction over all matters arising out of or relating to this Agreement.

18.2 WAIVER & REMEDIES

- (a) The waiver by either Party, including conditional or partial waiver, of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) No failure on the part of any Party to exercise, and no delay in exercising, any right, power, obligation or privilege hereunder or time or indulgence granted by a Party to the other Party shall operate or be treated or deemed as a waiver thereof or a consent thereto or the acceptance of any variation or relinquishment of any such right hereunder; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the Applicable Laws.
- (c) 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 there under nor time or other indulgence granted by a Party

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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.

18.3 SURVIVAL

The termination /expiry of this Agreement

- (a) shall not relieve either Party of any obligations hereunder, which expressly or by implication, survive the expiry or prior Termination of this Agreement/the Concession, 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/expiry or arising out of such Termination/expiry.

18.4 ENTIRE AGREEMENTS AND AMENDMENTS

- (a) This Agreement constitutes the complete, exclusive and entire statement of the terms of the agreement between the Parties on the subject hereof and supersede all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof.
- (b) No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

18.5 NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand

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delivery, recognised courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to RSBTDA

----- Fax No. -----

Attn:

If to Concessionaire

----- Fax No. -----

Attn:

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Party in writing prior to the adoption thereof.

18.6 SEVERABILITY

- (a) 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, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- (b) The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to

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such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure under this Agreement.

18.7 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement. Neither Party shall have any authority to bind the other in any manner whatsoever.

18.8 LANGUAGE

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Designs and Drawings, design Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

18.9 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 any Party not contained in a binding legal agreement executed by the Parties.

18.10 COUNTERPARTS

This Agreement may be executed in three counterparts, each in the like form, which when taken together shall constitute one and the same document.

18.11 FURTHER ASSURANCES

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

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18.12 REMEDIES CUMULATIVE

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure to exercise one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

18.13 JOINT AND SEVERAL LIABILITY

The Consortium Members/constituents of the Preferred Bidder shall be jointly and severally liable to the RSBTDA for compliance with the terms of this Agreement. Without prejudice to the foregoing, in the event the non-lead members cannot be made liable or recourse cannot be had to them for any reason whatsoever, the Lead Member shall be solely liable for compliance with the terms hereof. The Lead Member shall have the authority to bind the Preferred Bidder and each of its members/partners/ promoters. Except as expressly provided herein, the composition of the consortium/members comprising the Preferred Bidder shall not be altered during the Concession Period without the prior written approval of the RSBTDA.

18.14 NO LIABILITY FOR REVIEW

Except to the extent expressly provided in this Agreement.

- (a) no review, comment or approval by the RSBTDA /Competent Authorities/ Independent Engineer/Experts/Maintenance Board/advisors, nominees or representatives of the RSBTDA of the Designs and Drawing, the Environment Management Plan, the Specifications and Standards, the CF Scheme, the Transaction Documents or documents submitted by the Concessionaire or its employees or agents or Persons claiming through or under the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Clearances; and

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- (b) the RSBTDA or any Competent Authority or the advisors, nominees or representatives of the RSBTDA shall not be liable to the Concessionaire by reason of any review, comment, approval observation or inspection referred in sub-clause (a) above and the Concessionaire shall indemnify them and keep them indemnified in this behalf.

18.15 TIME

Any date or period as set out in this Agreement may be extended with the written consent of the Parties, failing which time shall be of the essence.

18.16 CHANGE IN LAW

In the event of a Change in Law results in a Material Adverse Effect, the RSBTDA or the Concessionaire may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Concessionaire and the RSBTDA shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure.

18.17 DEPRECIATION

For the purposes of claiming tax depreciation, the property representing the capital investment made by the Concessionaire/Persons claiming through or under the Concessionaire shall be deemed to be acquired and owned by the Concessionaire/Persons claiming through or under the Concessionaire.

18.18 VIOLATION OF TERMS

The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive

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remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

18.19 INTEREST AND RIGHT OF SET OFF

Any sum which is due and payable under any of the provisions of this Agreement by one party to the other shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of 18 % per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

**ARTICLE 19
SAFETY REQUIREMENTS**

19.1 SAFETY REQUIREMENTS

- (a) The Concessionaire shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all plant and machinery, materials, Concessionaire's equipment and other things required for the completion of the Works, services and operation and maintenance of the Project Facilities (except RSBTDA's Facilities). Unless otherwise stated in this Concession Agreement: i) The Concessionaire shall be responsible for keeping unauthorised persons off the Project Site and preventing encroachment on the Project Site during the Construction Period. ii) Authorised persons during the Construction Period shall be limited to the employees of the Concessionaire, employees of its Subcontractors, and employees and persons authorised by the RSBTDA.
- (b) Within 120 (one hundred twenty) days from the date of this Agreement, the Concessionaire shall provide to the RSBTDA details of its safety plans and procedures for the Works, buildings, services and construction. The Concessionaire shall comply with all safety regulations applicable, in its design, access arrangements and operations on Project Site. Unless otherwise stated in this Concession Agreement, the Concessionaire shall, from the commencement of work on the Project Site until the expiration of this Concession Agreement or upon Termination of this Agreement, provide fencing, lighting, guarding and watching of the Works and Bus Terminal Facility & Commercial Facility. The Concessionaire shall be responsible in the operation of machinery and equipment, use of explosives and any other work and to take all precautions to ensure safety of the staff, labourers and public.

19.2 ACCIDENTS

- (a) The Concessionaire shall take all reasonable precautions for the prevention of accidents on or about the Project Site and provide all reasonable assistance and emergency medical aid to accident victims.

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- (b) In the event of an accident, the Concessionaire shall, by most expeditious means, inform the concerned Civil and Police Authorities and also the RSBTDA. The Concessionaire's responsibilities with regard to the operation of the Project shall in no way be diminished by informing the above officials, as it shall be required to take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these officials to give any instructions. The Concessionaire shall preserve the Project Site of such accident intact, until completion of all legal formalities. The Concessionaire shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Site. If any portion of the Bus Terminal Facility (except RSBTDA's Facilities) & Commercial Facility suffers any damage, the Concessionaire shall, with the consent of RSBTDA, arrange for the repair and rectification thereof.
- (c) The Concessionaire shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices). Except when the cause of the accident is attributed to any act or negligence of the RSBTDA, any expenditure in connection with an accident shall be compensated to the Concessionaire.
- (d) Any communication to the news media made by the Concessionaire shall provide only enough information to satisfy public concern and the Concessionaire shall neither make any admissions nor accept any liability in any such communications.

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

(A) THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the _____ day of _____ 20____ hereunto affixed in the presence of _____, Director, who has signed these presents in token thereof and, Company Secretary / Authorized Officer who

(B) SIGNED, SEALED AND DELIVERED

For and on behalf of RSBTDA by:

_____ (Signature)

_____ (Name)

_____ (Designation)

_____ (Address)

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has countersigned the same in _____(Fax)
token thereof in the presence of[§]: _____(Phone)
_____(e-mail address)

(C) SIGNED, SEALED AND DELIVERED

For and on behalf of Preferred Bidder (as Confirming Party):

(Signature)

(Name)

(Designation)

(Address)

(Fax)

(Phone)

(e-mail address)

In the presence of:

1.

2.

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

Development of Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur



**Public Private Partnership on Design Built Finance Operate
and Transfer (DBFOT) Basis**

VOLUME II DRAFT SCHEDULES

September, 2017

Issued by:-

**RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY
Parivahan Bhawan, Sahkar Marg, Jaipur**

ARTICLE 20 Schedule-I
Scope of Works for Bus Terminal Facility

1.1 General

The proposed Integrated Bus Terminal cum Commercial Complex at Heerapura Jaipur shall be planned and designed as an iconic/ landmark bus terminal complex with contemporary innovative designs and amenities. The Integrated Bus Terminal cum Commercial Complex shall broadly consist of two parts 1) Bus Terminal Facilities and 2) Commercial Facilities. Scope of Works for Bus Terminal Facilities is provided in Schedule-I while Schedule-II relates to Commercial Facilities.

Bus Terminal Facilities (BTF) shall include (i) Bus Terminal Elements (ii) Passenger Amenities (iii) RSBTDA Facilities; (iv) Common areas and Support Infrastructure related to Bus Terminal Facilities; and (v) any other structures, works, appurtenances or facilities constructed at the Bus Terminal Facilities, more particularly described in this Schedule-I, that shall be developed, designed, financed, constructed, operated and maintained by the Concessionaire at the Site; except that the RSBTDA Facilities shall be operated and maintained by the RSBTDA at its own cost.

1.2 Broad Scope of Works

The development of the bus terminal shall include all such features and components that are required to make it fully functional in all respects and thus to serve its intended purpose completely. The Concessionaire, while developing the bus terminal shall also take in to consideration for the services that it has to provide in conformity with service level parameters indicated in Schedule-XI with any other requirements of the Concession Agreement, throughout the Concession Period.

1.2.1 Construction Works

The Concessionaire shall ensure that construction of building structure of the Bus Terminal Facilities is undertaken in accordance with the design approved by the Independent Engineer in consultation with the RSBTDA. Entire construction shall be in conformity with the Technical Specifications and Standards set forth in this document. The development works shall include, but be not limited to, the following:

1. Preparation of master plan for the entire site for development of Bus Terminal Facilities and Commercial Facilities.
2. Detailed design & detailed engineering with Good for Construction drawings related to the execution of the Bus Terminal Facilities.

3. Development of Bus Terminal Elements which shall include the bus bays (alighting, boarding and idle parking), bus circulation area, exit & entry for buses and other components described in subsequent paragraphs of this Schedule-I
4. Passenger Amenities shall include, but be not limited to, shops, kiosks, ticketing counters, tourist information centre, toilets, drinking water chambers, waiting halls, seating facilities, dustbins, parking areas for public, private and intermediate public transport, etc and other components described in subsequent paragraphs of this Schedule-I
5. Development of RSBTDA Facilities shall be as per details in Schedule-I.
6. Design and construct supporting infrastructure facilities related to internal roads, curb stones, foot paths, Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitation, Electric Sub Station, solar lighting (if needed), Communication System, Facilities for the differentially-abled persons.

1.2.2 O & M Works

Maintenance Works

This shall include routine and periodic maintenance activities only for the Bus Terminal Facility (excluding RSBTDA Facilities). The routine maintenance will include maintenance of bus and passenger circulation area, terminal building, passenger concourse areas, passenger amenities, corridors/subways and other such areas, pavement, curb stones, foot paths, water supply, drainage and sewerage, solid waste management, other building services, mechanical/electronic equipments, solar/electrical system, etc. The periodic maintenance shall include maintenance at regular identified intervals for various bus terminal components. The Concessionaire shall not be responsible for maintenance of RSBTDA Facilities.

Operations Management

The operations management is related only to the Bus Terminal Facilities which shall include the following bus terminal operations;

- a) Management of inflow and outflow of buses;
- b) Allocation of bays in the bus terminal including idle parking of buses as per instructions of RSBTDA;
- c) Streamlining of traffic flows and circulation pattern;
- d) Functioning of passenger and crew amenities;

- e) Collection of lease rentals
- f) Collection of Adda Fees & User Charges as per Schedule -IX;
- g) Proper upkeep of information and communication systems including public address system;
- h) Other terminal operations shall include towing of break down vehicles from the bus terminal and develop emergency response system for the same;
- i) Undertaking traffic management measures in internal circulation during routine and periodic maintenance activities.
- j) Implementing the Management Information System (MIS) that would help in monitoring of the operation and maintenance activities in the bus terminal.
- k) Bus Terminal Facilities (Other than RSBTDA Facilities) are to be kept clean at all times. The dustbins should not be overflowing at any time and disposal of solid waste/garbage to be arranged as per Solid Waste Management Rule, 2000 and subsequent amendments.
- l) Proper drainage is maintained and no accumulation of water, liquid etc. is allowed at any time.
- m) The illumination at the Bus Terminal Facilities is functional at all times. Electrical safety is to be ensured for users as well as Concessionaire's staff.
- n) Security of all Bus Terminal Facilities to be ensured round the clock.
- o) The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Bus Terminal Facilities.
- p) The staff provided should be literate and courteous toward the users and assist physically challenged and old age commuters.

1.3 Bus Terminal Facilities

As already outlined above, the Bus Terminal Facilities shall comprise of the following:

1.3.1 Bus Terminal Elements

The development works under this head shall include the following sub-components:

- a) Bus Bays for Boarding & Alighting and for Idle Parking

- b) Bus Circulation Area & Approach Roads
- c) Entry & Exit of buses to the Bus Terminal Facility
- d) Entry & Exit of passengers to the Bus Terminal Facility
- e) Interconnecting Subways & Pathways, Escalators, Ramps between various components
- f) Providing & management of Information System including public address system
- g) Security Guard Cabins at entry/ exit of bus terminal
- h) Adda Fees collection system at the exit.
- i) Hi-tech Security System for Bus Terminal Facilities

1.3.2 Passenger Amenities

The Passenger Amenities shall mainly comprise of the following:

- a) Passenger Concourse Area for Boarding & Alighting
- b) Passenger Platform for Alighting & Boarding
- c) Ticketing Counters, Enquiry Counters, Reservation Office
- d) Tourist Information Centers
- e) Waiting Halls & Seating Arrangements
- f) Cloak Rooms & Parcel Rooms
- g) Public Utilities (Toilets, Drinking Water Chambers etc.)
- h) Commercial sub-components like kiosks, canteen, restaurants, mini food courts, newspaper stands, book stalls, ATMs and general merchandize shops & stores etc.
- i) Rest Room for the crew members and staff including wash rooms
- j) Information Sign boards & display boards
- k) Parking Area for private vehicles (two wheelers and cars) and for intermediate public transport like auto rickshaws, taxis along with the approach, entry and exit, drop-in and drop-off areas, pick-up zones
- l) Concessionaire's Office

1.3.3 RSBTDA Facilities

The RSBTDA Facilities shall comprise of the following:

- a) RSBTDA Head Office
- b) RSBTDA Regional Office
- c) Mini Workshop (including wash station for buses)
- d) Fuel Re-filling Station

1.3.4 Common areas and Support Infrastructure

The supporting infrastructure requirements in the bus terminal shall comprise of the following:

- a) Water Supply and Sanitation Structures
- b) Storm Water Drainage
- c) Rain Water Harvesting Structures
- d) Solid Waste Management Systems
- e) Communication Systems
- f) Landscaped Area
- g) Electric Sub-Station /Transformer
- h) Compound Walls and other physical separators for the segregation of components
- i) Service lanes for modal transfer from public and private modes of transport to and from bus terminal
- j) Bus-Q-Shelters for city buses
- k) Roads, curb stones and foot paths

1.3.5 Any other structure and facilities

Notwithstanding anything contained hereinabove, any other structure and facilities as may be required under the Concession Agreement shall be provided by the Concessionaire.

1.4 Factors Considered for Bus Terminal Facilities Design

The Concessionaire, while designing the Bus Terminal Facility shall consider and comply with the following planning & design parameters.

The most important design consideration for a terminal is the safety requirement, which can be met by segregating the traffic movements and convert the terminal into an ‘active urban street’ concept. Pedestrian circulation inside the bus terminal complex shall be designed in such a manner that no passenger may tread on to the bus movement areas. For efficient working of the bus terminal and to reduce the noise & air pollution the movement of vehicular traffic in the bus terminal should be totally unobstructed and the entry & exit of buses as well as the arrival and departure bays shall be designed in such a fashion that the bus traffic shall not be in conflict with any of the other activities of the terminal.

The interior of the terminal should be duly reckoned for its usefulness, open areas and aesthetics. Bus terminal shall have high quality seating, flooring, ceiling, lighting etc. Marble wainscoting, aluminum/ S.S. finishes, granite floors, impressive lighting fixtures, granite and limestone should be incorporated into its art deco design including glow signage.

The factors to be considered in the Bus Terminal design by appreciating activity and facility inter-relationship are:

- a) Segregation of terminal and non-terminal traffic
- b) Segregation of vehicular and passenger traffic
- c) Segregation of traffic by type, function and direction
- d) Co-ordination of different activities in terms of functional and spatial inter-relationships
- e) Separate access for Bus Terminal Facilities and Commercial Facilities
- f) Provision of efficient information system for Users
- g) Provision of good necessary and identified facilities to meet requirement of all user groups
- h) Achieving minimum passenger and vehicular processing time
- i) Achieving overall functional and space efficiency
- j) Achieving smooth flow for all types of traffic to and from the terminal

The building should be Bureau of Energy Efficiency, Energy Conservation and Development Code compliant to the extent possible. This will help to save energy cost and also entitle to get carbon credits.

The Final Master Plan prepared by the Preferred Bidder and approved by RSBTDA along with the letter of approval from RSBTDA is placed at Annexure-I to this Schedule-I.

1.5 Mandatory Requirements for the Bus Terminal Facilities

The mandatory requirements with respect to Bus Terminal Facilities are given in subsequent sub-sections hereunder:

1.5.1 Land Area & Built-up Areas Available for Development

Total land area available for development of Integrated Bus Terminal cum Commercial Complex at the Site is 46545 sqm approximately. Permissible built up area available at the Site (all floors put together), permissible area that can be covered on ground Floor, the mandatory area requirements for Bus Terminal Facilities are mentioned in Table-1.

Table-1: Area Allocations and Mandatory Requirements

S.No.	Description	Value
1	Total Land Area of the Site (sqm)	46545
2	Permissible FAR for construction	1.33
3	Permissible Built-up Area on all floors put together (sqm)	61905
4	Permissible Coverage on Ground Floor (35% of Total Land Area) (sqm)	16291
5	Mandatory Built up Area for Bus Terminal Facilities on Ground Floor out of 16291 (sqm)	10791 (including built up area for Mini Workshop and Fuel Refilling Station)
6	Available Built up Area to the Concessionaire on Ground Floor (16291-9791) (sqm)	5500
7	Land Area remaining un- covered and available for bus circulation, landscaping, parking, approach roads, bus bays and other features of the Project (46545-16291) (sqm)	30254
8	Mandatory land area requirement for Mini Workshop (sqm)	2800
9	Mandatory land area requirement for Fuel Refilling Station (sqm)	400

Table-2: Built up area requirement for Bus Terminal Facilities

S.No.	Description	Value
A	Bus Terminal Facilities Built Up Area excluding RSBTDA Facilities (sqm)	
i	Passenger Concourse area at Ground Floor with detailed area requirement as at i.a to i.j and (ii) below	9000
i.a	Area for Enquiry offices, Reservation Offices & Ticketing Counters along with waiting space (sqm)	1280
i.b	Tourist Information Centers (sqm)	100
i.c	Area for Passenger waiting halls and sitting space (sqm)	1400
i.d	Bus Operation and Management Office for Concessionaire (sqm)	150
i.e	Cloak Rooms (sqm)	200
i.f	Parcel Rooms (sqm)	200
i.g	Police Chowki (sqm)	50
i.h	First Aid Facilities Room (sqm)	25
i.j	Public Utility including passenger circulation area (sqm)	3545
ii	Maximum commercial facilities in BTF such as amenity shops for passengers, food courts/ restaurants and other conveniences such as ATM, retail, information kiosk eetc.	2000
	Rest Rooms for the staff/crew members (on floor other than GF) (sqm)	250
2	RSBTDA Facilities	
i	RSBTDA Head Office Built-Up area (on floor other than GF) (sqm)	1200
ii	RSBTDA Regional Office (on GF) (sqm)	120
iii	Built-up Area in Mini Workshop (including washing) on GF (sqm)	1150
iv	Built-up Area for Fuel Re-filling Station at GF (sqm)	up to 100

Note: Concessionaire shall mandatorily adhere to the guidelines of MORT&H applicable to National Highways and shall also observe building bye laws of

Jaipur Development Authority/local bodies/Town Planning norms while preparing the master plan and detailed design of Bus Terminal Facilities and Commercial Facilities.

1.5.2 Bus Terminal Elements

1.5.2.1 Bus Entry/Exit to the Terminal

- a) The bus circulation pattern in the bus terminal shall be such that there is no queuing of buses at the entry/exit of the bus terminal.
- b) The entry and exit shall be separate for the buses and other vehicles. Speed-breakers shall be provided near the entry and exit. The entry and exit shall be on the main external road as shown in the Site Plan.
- c) In case more than one entry and exit is provided on the roadside, a buffer of minimum 7m shall be provided parallel to the same road.

1.5.2.2 Intentionally not used

1.5.2.3 Service Time at Bays for Buses

The internal circulation pattern of the buses in the terminal shall be planned such that alighting and boarding time is at least 4 and 10 minutes respectively.

1.5.2.4 Pavement for Bus Terminal

- a) The Concessionaire shall construct the bus circulation and the parking area along with the approach roads to various components in the bus terminal with rigid pavement.
- b) The pavement shall be designed for at least 30 years as per the relevant IRC standard, and suitable drainage facilities are to be provided as per the standards of IRC.

1.5.2.5 Idle Parking for Buses

- a) The idle parking bays are to be earmarked separately within the bus terminal. However there shall be enough circulation area to ensure safe movement, turning and maneuvering of the buses.
- b) The idle parking bay area shall be marked and designated with thermoplastic paint along with the provision of appropriate informatory sign boards.

1.5.2.6 Traffic Signs and Signages

The Concessionaire shall provide signages with customer focused approach. The Concessionaire should consider guidelines given below:

- a) Adequate number of traffic signs (informatory, cautionary and warning) and sign boards shall be provided in the bus terminal for convenience of crew and other users.
- b) Signs shall be located for maximum visibility at or before all important locations within the bus terminal.
- c) Signs shall be placed with such spacing that the infrequent or new user can readily find his or her way without assistance.
- d) All signages should comply with relevant standards and codes.
- e) Signage shall also include items relating to regulatory enforcement (e.g. no smoking, no parking here, etc.)
- f) Relate outbound passengers to the surrounding community with appropriate signage.
- g) Pavement markings shall be provided as per requirement in the bus terminal area for convenience to crew and users.

1.5.2.7 Functional and Geometric Design Dimension Parameters

The following table indicates the minimum dimensions related to functional and geometric design aspects of the bus terminal components.

Table 3 Minimum Functional and Geometric Dimensions

S. No.	Parameter	Minimum Dimension (No./Length/Width)
1	Bus Bay dimension	3.6m x 10.5 m clear space along with a stub arm of 1.2 m wide.
2	Turning radius for bus movement	Not less than 14.0m
3	Driveway width for bus	Not less than 16.0 m
4	Clear Distance between the boarding/alighting bay and idle bay for buses	Not less than 15.0m
5	Width of the passenger platform, in case of bus bays on only one side of the passenger platform	Not less than 9.0m
6	Width of the passenger platform, in case, the bus bays are provided on both sides of the passenger platform	Not less than 15.0m
7	Clear height of passenger concourse in the boarding area including boarding platforms	Not less than 6.0m
8	Clear height of passenger concourse in the alighting area including alighting platforms	Not less than 3.5m

S. No.	Parameter	Minimum Dimension (No./Length/Width)
9	Driveway width at the bus entry/exit gates	Not less than 9.00m
10	Minimum width of ramps for usage by passengers	Not less than 3.75m
11	Minimum width of vehicular ramps leading to basement parking	Not less than 4.50m
12	Minimum width of ramps for buses	Not less than 9.00m
13	Minimum width for interconnecting subways, incase they are provided	Not less than 10.00m
14	Minimum width of Foot Over Bridge (FOB), if provided	≥ 5.0m

1.5.2.8 Bus Terminal Element Requirements

Table-4 indicates the minimum Bus Terminal Element requirements. These are to be mandatorily provided as part of the Bus Terminal Facility.

Table 4 Minimum Bus Terminal Element Requirements

S. No.	Facilities	Minimum Total Requirement
1	Boarding Bays	60* no.
2	Alighting Bays	20 no.
3	Idle Bays	15 no.
4	Vacuum Cleaners, Floor Cleaners, Automatic Wipers or superior mechanized cleaning equipments	These shall be provided in adequate number in the terminal for housekeeping activities for ensuring dust free environment
5	Tow Away Vehicles	These shall be provided for towing away of break down vehicles and wrongly parked vehicles, thus causing hindrance to the internal traffic circulation pattern.
6	Hi-tech Security System	A closed circuit system shall be strategically installed to keep track of pickpockets, thieves & general surveillance of the facility. Dome Cameras with 360 Degree revolving angle as well as fix focused telescopic cameras can be installed, apart from manual security, to monitor the various activities of Bus Terminal from a control room. All the entrances of the Bus

S. No.	Facilities	Minimum Total Requirement
		Terminal complex as well as the Project Facilities shall be equipped with security check systems such as X-Ray Screening Machine, Metal Detector etc to ensure the safety of the passengers/general public as well as the building of the facility.
7	Security Guard Cabins	Security Guard Cabins are to be provided near the bus terminal entry and exit gates.
8	Adda Fee	Booth shall be provided for Adda Fee collection at the exit

* In the initial years, 20 number of bus bays shall be utilized as boarding bays/idle parking bays

1.5.3 Passenger Amenities

1.5.3.1 Passenger Entry/Exit to the Bus Terminal

- The passenger entry to the bus terminal shall be separate from the vehicular entry and exit with minimum width of 7.5 m and a foyer to mark distinction.
- The passenger circulation in the bus terminal shall be such that there is no conflict with bus or other vehicular traffic circulation. The Intermediate Public Transport (IPT) and private parking area shall have a direct connectivity with the passenger concourse area.
- The passenger concourse area for the alighting and the boarding areas in the bus terminal shall be interconnected for easy accessibility and better modal transfer. The passenger amenities like waiting hall, toilet blocks, drinking water chambers, enquiry counters, reservation counters, canteen, kiosks etc shall be conveniently located in the passenger concourse areas for effective utilisation by the users.
- The alighting and boarding platforms including the passenger concourse area for boarding and alighting shall be covered by suitable roofing of steel structure or RCC. The canopy shall extend over the bus bays beyond the edge of the platform by minimum 2m to protect against rain, sun and other weather adversaries. The Concessionaire shall be permitted to choose the technical specifications for projections so as to conserve the FAR as may be admissible under the applicable norms.

- e) Suitably illuminated signboards and display boards shall be placed indicating the various passenger amenities in the terminal. Any passenger movement in the bus circulation area shall be restrained for safety to passengers and vehicles. It shall have proper illumination and sign boards for safe movement of passengers.
- f) Any entry of IPT and private vehicles in the bus circulation and passenger circulation area shall be prohibited.
- g) In case the basement parking is provided, it shall have a direct interconnectivity with the passenger concourse areas by means of staircases/escalators and ramps/lifts. Suitable arrangements have to be made in the passenger concourse area interconnectivity with the basement parking area for the physically disabled. The interconnectivity arrangements between the bus terminal areas shall be free of any encumbrances at all times.

1.5.3.2 Bus Terminal Parking Area

- a) The Intermediate Public Transport (IPT) modes like the auto rickshaws and taxis are the expected modal change for the users apart from the intercity bus transport/Metro. The private modes of transport are two-wheelers, cars and cycles. There should be provision for arrival, departure and parking of these categories of private and public transport vehicles.
- b) The parking area shall be integrated with the bus terminal such that there is easy accessibility for the passengers. The parking area shall be suitably segregated into reservoirs for two-wheelers, cars, auto rickshaws and cycles.
- c) The parking area shall consist of drop-in and drop-off zones for the various private and IPT vehicles. Bus-Q-Shelters shall be constructed near the alighting zone to enable the passengers to board the city bus.
- d) All parking spaces shall be constructed with rigid pavement to withstand vehicle loads and forces due to frequent acceleration and deceleration of vehicles. Parking bays/areas shall have proper cross slope and drainage. They shall be marked with paint as per IRC35-1997 to demarcate parking and circulation space.
- e) The minimum dimensions in case of provision of multi-level parking is provided in the following table:

Table 5: Minimum parking area dimensions

S. No.	Parameter	Minimum Dimension (No./Length/Width)
1	Minimum bay dimensions per car space	Not less than 5.2 m long and 3.25 m wide

S. No.	Parameter	Minimum Dimension (No./Length/Width)
2	Carriageway of pavement for circulation space within parking facilities, in case of one-way movement	Not less than 3.75 m
3	Carriageway of pavement for circulation space within parking facilities, in case of two-way movement	Not less than 7.5 m
4	Clear Floor Height in case of multi-level parking space	Not less than 3.0 m

1.5.3.3 Minimum Passenger Amenities Requirements

The bus terminal shall consist of various Passenger Amenities. These are to be in adequate number, located and designed for passenger convenience. The following Passenger Amenities are mandatory to be provided as part of the Bus Terminal Facility. All The passenger facilities shall be provided and maintained as per the provisions set out in the Concession Agreement

Table 6: Minimum Passenger Amenities Requirements

S. No.	Passenger Amenities	Minimum Total Requirement
1	Passenger Concourse Area and Platform Area	<p>The minimum passenger concourse area to be provided in the bus terminal shall be 9000 sqm. Passenger Concourse Area shall be air cooled and wifi enabled. The minimum platform area shall be 3000 sqm.</p> <p>Minimum width of alighting platform shall be 3.0 m.</p> <p>The passenger amenities like waiting halls, toilet blocks, drinking water chambers, canteen, food court, kiosks etc. shall be conveniently located in the passenger concourse areas.</p> <p>Various operational requirements like Enquiry offices, Reservation offices & Ticketing counters along with enclosure for waiting space, Tourist Information Centre, shall be located in the passenger concourse area.</p>
2	Enquiry offices, Reservation Offices & Ticketing counters	Two centralized enquiry office, reservation office and 40 ticketing

S. No.	Passenger Amenities	Minimum Total Requirement
	along with enclosure for waiting space	counters shall be provided with adequate furniture (40 chairs, 48 tables and 8 cupboards of approved make). The offices shall have large windows for public interface as per specifications given in the subsequent sub-section There shall be enough waiting space in front of the counters so as to enable the users to form proper queue and maintain orderliness. Railings to divide the queue may be provided in front of the public interface windows. The total area for provision of these services shall be 1280 sqm.
3	Tourist Information Center	Two Tourist Information Centers shall be provided in a built up area of 100 sqm along with furniture (4 chairs, 4 tables and 2 cupboards of approved make).
4	Waiting Halls	Two General waiting halls each with 100 seating capacity in the bus terminal. One Ladies waiting hall with 50 seating capacity in the bus terminal. Provide Modular Stainless Steel Chairs with back rest, grouted/fixed to the floor in the waiting halls for the given minimum seating capacity. Provide 3 tables of steel structure with wooden/board top of 20 mm thick pre laminated board of size 6x3 and 2 side tables of steel structure with wooden/board top of 20mm thick with pre laminated board of size 2x2 in waiting halls Each waiting hall shall have attached 2 Bathrooms 3 WCs, 3 urinals, 2 washbasins and 2 mirrors.
	Deluxe Waiting Hall on floor other than GF	One Air Conditioned Deluxe waiting hall of adequate seating capacity to be provided in the bus terminal The waiting lounge shall be a privileged

S. No.	Passenger Amenities	Minimum Total Requirement
		facility with provision of television set, executive class furniture, lockers, and display boards for information etc. The waiting lounge shall have independently attached toilet blocks (consisting of WC's urinals, washbasins and bathrooms) separate for gents and ladies
5	Seating Arrangements	900 Modular Stainless Steel Chairs with back rest, grouted/fixed to the platform base provided in the bus terminal. The seating arrangement to be evenly distributed in the Passenger concourse area and waiting areas in the bus terminal
6	Bus Operation and Management Office for Concessionaire	In an area of 150 sqm to be provided as per the Concessionaire organizational structure for the O&M of the Bus Terminal with public address system.
7	Cloak Rooms	Two cloak rooms each with built up area of 100 sqm; each with lockers, racks and cupboards.
8	Parcel Rooms	Two parcel rooms each with built up area of 100 sqm each
9	Police Chowki	A Police Chowki shall be provided in the bus terminal premises in total built up area of 50 sqm.
10	Public Relations Office within Concessionaire's Bus Operation and Management Office	The Concessionaire shall maintain a Public Relations Office (PRO), so as to provide assistance to passengers using the terminals as well as dissemination of information in case of emergencies. The office will be manned suitably by a Public Relations Officer who will also co-ordinate with various agencies for smooth running of operations. The office would maintain a register for suggestions, recommendations and complaints. Such register shall be available at all times for inspection by the Authority. Any complaint lodged

S. No.	Passenger Amenities	Minimum Total Requirement
		should be addressed so as to meet the specified performance standards.
11	First Aid Facility Room	First Aid Facility Room shall be provided in the terminal in an area of at least 25 sqm.
12	Drinking Water Chambers	<p>A total of 4 drinking water chambers with 12 fountains (taps) in each chamber</p> <p>The water chambers are to be evenly distributed in the passenger concourse area.</p> <p>There should also be provision for purification of water. The water quality shall match with the requirements stipulated by the WHO/BIS guidelines applicable for drinking water standards</p> <p>Suitable number of water coolers of adequate capacity shall also be provided in each chamber. Provision should be made to provide room temperature drinking water along with cold water.</p>
13	<p>Toilet</p> <ul style="list-style-type: none"> • WC for Ladies • WC for Gents • Urinals for Gents (separately) 	<p>WC cum Urinal for Ladies : 35</p> <p>Bathroom for Ladies : 12</p> <p>WC for Gents : 30</p> <p>Urinals for Gents : 80</p> <p>Bathrooms for Gents : 12</p> <p>The Bathroom, WC and Urinals are to be provided in blocks, evenly distributed in the passenger concourse area.</p> <p>The gents and ladies blocks shall have separate access</p> <p>Provide minimum 5 taps, 2 beveled edge mirror (600x450mm) and 2 wash basins in each Gents toilet block</p> <p>Provide minimum 5 taps, 2 beveled edge mirror (600x450m) and 2 wash basins in each ladies toilet block</p> <p>For physically challenged persons, each toilet block for gents and ladies in the</p>

S. No.	Passenger Amenities	Minimum Total Requirement
		bus terminal shall consist of one WC, urinal and bathroom with all necessary fixtures.
14	Dustbins	Provide 1 dustbin for every 3 bays on the platform apart from those provided near the shops/kiosks The dustbins shall be metal boxes of 450mm x 750 mm height with lids, fixed and painted and complete in all respects. The dustbins are to be placed at appropriate locations in the passenger concourse are in the bus terminal. The dustbins should contain disposable plastic bags so as to ease collection of waste.
15	Display Boards, Digital Displays and Variable Message Sign Boards	Provide at least 100 display boards duly illuminated, in the bus terminal area at appropriate locations for information on bus routes, bus time table, fare lists, location of various passenger amenities in the terminal etc. Provide Digital Displays and Variable Message Sign Board in the bus terminal at appropriate locations like entry and exit, waiting halls, enquiry counters, and passenger concourse area for providing updated information to the users.
16	Digital Display Clocks	Provide Digital Display Clocks suspended from the ceiling by suitable holders in the passenger concourse area, with maximum spacing between the clocks to be 60 m.
17	Commercial facilities as part of BTF	
i	Canteen / Restaurant/Food Court	Two cafeteria for beverages, snacks/ food, fast food etc shall be provided in the terminal.
ii	Stalls / Kiosks	Stalls for general daily usage items hosiery, footwear, fruit/fruit juice, pan, paper/book stall shall be provided.
17	Dormitory	Two ac/air cooled dormitories (to

S. No.	Passenger Amenities	Minimum Total Requirement
		accommodate at least 100 gents and 50 ladies) shall be provided as a clean, cheap and economical facility for the users with basic provision of beds, mattress, bed sheets and bed pillows for each bed. Adequate number of toilet and bathroom block separate for gents and ladies shall be provided in the adjacent area.
18	Ramps for physically challenged persons	Ramps with proper slope shall be provided at user entry and exit of bus terminal, connectivity to parking area and passenger concourse area, interconnectivity between the passenger concourse areas and at any such places adjacent to footsteps following upward and downward gradient in the bus terminal passenger concourse area. Handrail fixed to walls along the staircase and ramps shall be provided for ease and convenience of passengers.
19	Wheel Chairs	At least 4 wheel chairs shall be provided in the bus terminal as part of the passenger amenities. These wheel chairs shall be maintained by the Concessionaire as part of its obligations under minimum maintenance requirement
20	Trolleys for carrying luggage	At least 100 trolleys shall be provided and maintained in the bus terminal as a part of passenger amenities.
21	Parking area	The minimum parking area requirement shall be of 8000 sqm for pick-up & drop-off, park & ride, IPT vehicles. The parking area shall be suitably segregated into lots for various categories of private and IPT vehicles. Provision for parking shall be made at least for 245 ECS in BTF area out of which 170 ECS to be accommodated on

S. No.	Passenger Amenities	Minimum Total Requirement
		<p>the surface; the rest may be underground. Allocation of space for each category of vehicle shall be decided in consultation with RSBTDA.</p> <p>Space as deemed adequate (to be decided in consultation with RSBTDA) shall be earmarked for pick-up and drop-off facilities.</p>
22	Rest rooms for Crew Members & Staff	<p>a) Three rooms (02 nos. for Gents and 01 no. for Female) with attached Bathrooms (3 nos.), WC's (3 nos.), Urinals (3 nos.), Washbasins (3 nos.), locker room in a built up area of 250 sqm</p> <p>b) Detailed break up of area components would be decided in consultation with RSBTDA.</p> <p>c) Provide sufficient numbers of beds with mattresses, sheets and pillows, chairs and tables.</p> <p>d) The concessionaire would also provide suitable numbers of fans, tube lights and other applicable electrical accessories of standard make.</p>

1.5.3.4 Commercial facilities as part of BTF

- The Concessionaire shall be allowed to develop commercial facilities within the Bus Terminal Facility in a maximum built up area of 2000 sqm.
- The scope of commercial facilities as part of BTF is provided in Schedule-VIII to Concession Agreement.

1.5.4 RSBTDA Facilities

The Concessionaire shall mandatorily provide the following RSBTDA Facilities in the bus terminal.

1.5.4.1 RSBTDA Head Office

- a) The RSBTDA head office shall be constructed on a floor other than ground floor, as part of the Bus Terminal Facility in a minimum total built up area of 1200 sqm. The details of various components of the Head Office are detailed below:

Table 7: RSBTDA Head Office Requirements

S. No.	RSBTDA Head Office
1	Office rooms for each member of the RSBTDA with attached washroom and retiring room (05 in nos.). Each room to have a minimum of 90 sqm including PA's chamber for each member.
2	Conference hall for 20 persons with public address system, washroom, pantry, control room, having a minimum area of 200 sqm.
3	Office space for secretarial staff with minimum of 150 sqm area with space for ancillary facilities.

- b) Detailed break up of area components would be decided in consultation with RSBTDA.
- c) The RSBTDA Head Office shall be supplemented by exclusive support infrastructure facilities such as toilets, parking areas etc for 25 ECS.
- d) The Concessionaire would also provide furniture and fixtures for Head Office. Furniture and fixtures would include suitable number of tables, chairs, storage equipments, fans, tube lights and other applicable electrical accessories of standard make. Provision of air-conditioning in certain chambers, false ceiling and wall treatment shall also be made.

1.5.4.2 RSBTDA's Regional Office

- a) The RSBTDA Regional Office shall be constructed as part of the Bus Terminal Facility in a minimum built up area of 120 sqm.
- b) Provide 05 executive class chairs, 20 first class make office chairs, 15 first class make wooden tables and 15 steel cupboards of approved make
- c) Detailed break up of area components would be decided in consultation with RSBTDA.
- d) The RSBTDA Regional Office shall be supplemented by exclusive support infrastructure facilities such as toilets, parking areas etc for 15 ECS.
- e) The concessionaire would also provide suitable number of fans/air conditions, tube lights and other applicable electrical accessories of standard make.

1.5.4.3 Intentionally not used.

1.5.4.4 Mini Workshop

- a) Mini Workshop shall be constructed as part of the RSBTDA Facilities.
- b) The requirements for various sub-components of the Mini Workshop area are given in Table 8.

Table-8: Mini Workshop Requirements

S. No.	Routine Maintenance Workshop	Minimum Total Requirement (Area in sqm)
1	5 Washing Platforms with electrical, mechanical and other necessary arrangements for water supply and drainage	500
2	Air Compressor & Welding Unit	50
3	Service Unit with inspection and maintenance pit	400
4	Store Unit	100
5	Mechanical Administrative Unit	100

- c) The entire construction of the workshop components shall be on ground floor. The workshop should be constructed with appropriate truss roofing.
- d) The plan shall be finalized and approved by Independent Engineer in consultation with the RSBTDA. The Concessionaire shall not be required to maintain the Workshop.
- e) The Concessionaire is required to construct the compound wall for segregation of the workshop from the bus terminal along with entry/exit at appropriate places.
- f) The remaining area in the workshop, other than the built-up, shall be constructed with rigid pavement as per the specifications.
- g) The approach to the Mini Workshop from the bus terminal shall be through a road comprising of rigid pavement.

Table 9 Minimum Functional Dimension for Workshop

S. No.	Component	Minimum Requirement
1	Workshop Area	2800 sqm
2	The built-up area of workshop	1150 sqm.
3	Minimum carriageway width for providing access to the divisional workshop from the bus terminal	7.5 m

S. No.	Component	Minimum Requirement
4	Width at exit/entry	9.0 m

1.5.4.5 Fuel Refilling Station

A Fuel Refilling Station shall be provided in the bus terminal premises. A land area of 400 sqm shall be earmarked in the premises of the bus terminal for this purpose. The fuel station shall be constructed and maintained by RSBTDA.

1.5.5 Common Area & Facilities

1.5.5.1 Water Supply Structures

The Concessionaire shall provide adequate number of water storage and supply structures in the form of over head water storage and underground water storage tanks. These tanks shall be of adequate capacity to meet the peak hour requirements of the bus terminal and shall be designed and built as per relevant standards. Apart from meeting the user requirements, water storage shall be maintained for meeting the contingency requirements in case of fire or similar incidents.

The Concessionaire shall also provide pump chamber along with the requisite mechanical, electrical equipments and other accessories installed in a proper enclosure as per relevant standards in a suitable area.

The water supply distribution network shall be laid exclusively for the Bus Terminal Facilities. Separate water supply meters shall be installed for usage by RSBTDA Facility.

1.5.5.2 Sewerage System

The Concessionaire shall provide adequate system of sewer lines and for disposal of sewerage by connecting to the public sewers.

1.5.5.3 Rain Water Harvesting Structures

The Concessionaire shall mandatorily provide rain water harvesting system in the bus terminal. This shall consist of a properly designed network which shall be clean and maintained properly at all times.

1.5.5.4 Solid Waste Management System

The Concessionaire shall provide adequate facility for storage of solid waste at the bus terminal. The facility shall be a proper enclosure and should not be aesthetically unpleasant. All the solid waste from the bus terminal shall be collected and stored in this facility, before being taken for disposal by relevant authorities.

1.5.5.5 Communication System

The Concessionaire shall provide a state-of-art communication system which shall primarily consist of telecommunication and networking equipments. These shall form the basic infrastructure for implementing the Management Information System in the bus terminal.

State Government may introduce Global Positioning System (GPS) for all of its fleet of buses. The Concessionaire shall coordinate with State Government/ department to provide real time information for arrival and departure of buses. The Passenger information system should provide real time information consistent with guidelines. To accommodate potential technology requirements, the concessionaire should provide excess capacity in the conduit system. Audio system should also be used as a part of Public Address System. The series of speakers should be located throughout the passenger waiting area.

Different departments/maintenance staff of the Concessionaire should be accessible on call at all times. Preferably walky-talkies and wireless local loop phones shall be provided.

1.5.5.6 Landscaping Area

No area/pocket in the bus terminal is to be left barren. Adequate Landscaping shall be done in the Project Site area for improving the aesthetics of the bus terminal. The landscaped pockets shall be properly illuminated and railings of suitable type shall be provided to segregate the same from other components of the Bus Terminal. Landscaped area shall be provided as a buffer between the passenger concourse area and the commercial development component as has been illustrated in the concept master plan.

1.5.5.7 Electricity Supply & Illumination Standards

An electric sub-station/ Transformer may be provided in the bus terminal for electric supply to the Bus Terminal Facility. Separate electric meters shall be installed for usage by RSBTDA Facility.

Apart from the electric supply, in case of emergencies, there shall be provision for Standby Diesel Generator Sets of suitable capacity which shall be provided in the bus terminal in a non-polluting manner for power backup to the terminal during power breakdowns and power cuts.

The bus terminal shall be adequately lit as per the minimum approximate illumination standards prescribed. During night time common areas and facilities should be sufficiently illuminated to ensure visibility and safety to users. High mast lighting shall be provided to lit up the bus terminal area.

Table 10: Minimum Illumination Standards

S. No.	Project Component	Minimum Approximate Illumination (Lux)
1	Passenger Circulation Area	150
2	Administrative Office	150
3	Corridors	70
4	Restaurant	70
5	Cloakroom	100
6	Toilets	100
7	Waiting Halls	150
8	Parking Areas	
	a) Surface Parking	50
	b) Basement Parking	70
	c) Ramp	70
9	Roofs	20
10	External Lighting	20
11	Bus Q Shelters for city buses	60

1.5.5.8 Compound Wall

Compound wall for the Bus Terminal & Project Site area shall be constructed to protect the terminal complex from external threats, encroachments etc.

1.5.5.9 Service Road and Bus-Q Shelters for City Buses

The Concessionaire shall construct the 06 nos. of Bus Q Shelters within Bus Terminal as a pick-up and drop-off point for passengers using city buses as a mode of transport. The BQS envisages maximum utilization of available space, i.e., the waiting space along with boarding-alighting space. The BQS may be in the form of a Single Shelter Unit (SSU). The SSU shall be wider, and will cover an area of approx. 30 sqm (10.0m x 3.0m). Spaces for Passenger Information Systems and Public Information Systems like maps etc. shall be provided with Advertisement spaces at SSU. Sufficient space for queuing and flow of passengers to be ensured at the shelters. Besides this, the other consideration shall be:

- Adequate capacity for passenger movements.
- Convenience, including good signage relating to system information, circulation and orientation.
- Safety and security, including a high level of protection against accidents.

- Adequate safety measures against fire to be taken.
- Electrical safety standards like ELCB and earthing etc. to be provided.

1.5.5.10 Integration with Proposed Metro

GOR is planning to extend the existing metro plan up to the proposed bus terminal on rear side of the project site. The Concessionaire shall connect the proposed bus terminal with the proposed metro station through foot over bridge/underpass.

1.5.6 Material Specifications

In order to obtain minimum standards for the development of the bus terminal components, various materials are specified for selected items of works. The concessionaire shall use the material specified in the table below for the construction of the bus terminal and the ancillary facilities.

Table-11: Material Specifications

S.No.	Material	Specification
1	Flooring / Skirting / Dado	
A	Offices, Stores, Waiting Halls, Dormitories, Rest Rooms	Stores, Dormitories, Rest rooms: <ul style="list-style-type: none"> • Flooring: Vitrified tiles with minimum size of 60cm x 60cm • Skirting: 10.0 cm high of Vitrified tile Waiting rooms, Offices: <ul style="list-style-type: none"> • Flooring: Vitrified tiles • Skirting: 10.0 cm high of Vitrified tile
B	Passenger Circulation Area and Canteen/ Restaurant, Shops, Booths	Flooring: Vitrified tiles with minimum size of 60cm x 60cm Skirting: 10.0 cm high skirting of Vitrified Tiles Dado: 135 cm high dado of Vitrified Tiles
	Passenger Platform	Rough Kota Stone with minimum size of 60cm x 60cm (38 mm thick)
	Staircase	With unpolished granite (15 mm thick)
C	Toilet Blocks	Flooring: Granite (12 mm thick) Skirting: 10.0 cm high skirting of Granite Dado: 135 cm Granite/dado up to lintel height
D	Bus Ticket Counter, Enquiry Counter, Reservation Counter, Information Centre Top, Wash Basin Slab Tops in and table tops of Kitchen/Pantry	Polished Granite (38 mm thick) in single piece as far as possible.

S.No.	Material	Specification
E	Electric Sub Station/Generator Room	Ironite Flooring (50 mm thick)
F	Kitchen/Pantry	Flooring: Granite stone (38 mm thick) with stone size 60 cm x 60 cm Skirting: 10.0 cm high skirting of Granite stone (38 mm thick) Dado: 47.5 cm high dado of Granite stone (1.5'' thick) above the counter top
G	Ramp	With rough Kota Stone/staggered granite (38 mm thick)
H	In general	Flooring : 50mm thick Cement Concrete— M35 grade Skirting : 30cm high skirting of Polished Kota Stone (38 mm thick)
I	Basement	Cement Concrete Flooring
J	Workshop	Flooring: Premix with Ironite (300 mm thick) for working area and circulation
2	Plastering/ Cladding / Painting	
A	Brick Walls, Concrete members connected with brick work	Walls shall be in cement mortar (1:4) plastered (12mm thick inside face and 20mm thick external face) and painted with oil bound distemper above skirting / dado after applying of putty, primer to give a perfect even surface
B	Reinforced Cement Concrete	RCC slab ceilings shall be plastered with 12 mm thick in CM 1:4. Columns in the platform area shall have faulted vertical surfaces painted in sandtex matt cement paint of Dholpur stone colour shade. (Painting shall be done after the 12 mm thick cement plaster 1:4 mix)
C	Internal Finishing of the Terminal Building	12 mm thick cement plaster 1:4 mix and shall be painted with oil bounded distemper
D	External Finishing of the Terminal Building (i) Platform Wall	The surfaces shall be of Dholpur and Red Sand Stone/ aluminum composite panels cladding. Remaining walls facing towards platform shall be plastered (20 mm single mala) above 135 cm high granite stone dado and painted with oil bound distemper
E	Internal wooden and steel joinery	Painted with Synthetic Enamel 1st quality of approved shade
F	Workshop	Internal: Painted with Synthetic Enamel (Matt Finish) External: Sand faced plaster (20 mm thick)
3	Joinery / Doors / Windows / Shutters / Ventilators	
A	Offices, Stores, Waiting	Joinery: All doors and windows chowkhats shall

S.No.	Material	Specification
	Room, Dormitories, Rest Rooms	<p>be 16 gauge pressed steel double or single rebate as per requirement, prefilled with 1:3:6 cement concrete, as per Rajasthan PWD Building Specifications 2014.</p> <p>Doors: All door shutters shall be 40 mm thick teak wood with 12 mm thick panels of water proof as per Rajasthan PWD Building Specifications 2014.</p> <p>Windows: Window shutters shall be 35 mm thick of teak wood having glass panes as per Rajasthan PWD Building Specifications 2014.</p> <p>Wire gauge shutters shall be provided wherever required.</p> <p>Cupboard Frame/Shutters: Teak wood as per Rajasthan PWD Building Specifications 2014.</p> <p>Glazing: Plain or Tinted glass of minimum thickness 5 mm.</p> <p>Shutters : Rolling Shutters</p>
B	Counters, Reservation Counters, Information Counters	Windows : Windows (size 2m x 1m) with plain glass panes covered with window grill on the external side made of MS sections as per Rajasthan PWD Building Specifications 2014, having suitable openings for public interface
C	Bus Ticket Counters	Windows: Windows (size 2m x 1m) with window grill on the external side made of MS sections as per Rajasthan PWD Building Specifications 2014, having suitable openings for public interface
D	Toilets	PVC flush doors
E	Water Proofing Works	Water proofing of basement as per Rajasthan PWD Building Specifications 2014 (Box type water proofing)
5	Furniture	
A	Waiting Halls	<p>Chairs: Stainless steel chairs with back rest, grouted/fixed to the floor of approved make of Godrej etc.</p> <p>Tables: Steel framework with 20 mm thick wooden/board top, finished with lamination of approved make with lock and key arrangement.</p>
B	Offices	<p>Chairs : Office Chairs of approved make</p> <p>Tables : Steel structure with 20 mm thick wooden/board top, finished with sunmica (lamination) of approved make</p> <p>Cupboards: Factory made steel cupboards of approved make</p>
6	External Works	
A	Pavement-Bus Terminal Circulation Area	<p>Cement Concrete Pavement.</p> <p>The rigid pavement shall be designed as per IRC:</p>

S.No.	Material	Specification
		58-2015. Construction of rigid pavement shall conform to MORT&H Specifications.
B	Pavement-Parking Area for vehicles	Parking area should be covered and paved. M25 grade interlocking pavers of 80 mm thickness should be provided over 30 mm sand layer.
C	Kerbs and Precast Channel Stones	For all internal roads shall cement concrete as per Rajasthan PWD Specifications
D	Bus Stoppers	RCC and RS Joists
E	Platform Nosing	7.5 cm x 7.5 cm MS angle
F	Railing	Stainless steel
G	Footpaths/ Passenger entry-exit	Rough Kota / Nimbaheda / Mandana Stone (38 mm thick)
H	Ramps	Cement concrete (M30 grade)
I	Plinth Protection	60 cm to 90 cm plinth protection of 38 mm thick M20 cement concrete laid over 10mm thick lean concrete M10 and 10mm thick sand combined with toe wall wherever required
J	Water Proofing	Laying integral type (India type) cement based water proofing system using brickbats with the approved water proofing Compounds
K	Pedestrian concourse area	Nimbaheda / Mandana Stone (38 mm thick)
7	BUS-Q-SHELTERS FOR CITY BUSES	
A	Flooring	Stable and anti skid type, concrete or pre polished concrete designer tiles 20 mm thick of approved colour, shape and pattern, in floor jointed with neat cement slurry/binding material, over a bed of 150 mm cement concrete mix of 1:4:8 and 50mm thick cement mortar of 1:6 mix. The tactile tiles to be laid as per provisions for physically challenged.
B	Steel Work as Sub Structure	Pre fab to the extent possible, either Mild Steel in built up tubular trusses or of any other material with the approval of Independent Engineer.
C	Steel Work/ frames	To be of pre-fab type, able to house the hanging/fastening of display panels, informative maps etc.
D	Roof	Sleek mild steel frame with polycarbonate sheet or better material to achieve slender appearance.
E	Painting Work	a primer coat and three coats of Plastic paint (duco paint is preferred) and on mild steel members, a primer coat with 2/3 coats of enamel paint. In case of Aluminum section, anodizing of 20 microns.

ARTICLE 21 Schedule-II

Scope of Works for Commercial Facilities

2.1 General

As per the Concession Agreement, the Concessionaire shall be entitled to construct/develop such components which it deems appropriate from commercial viability point of view provided however that such component does not fall in the category of prohibitive item as per JDA norms or applicable law.

Following are the **Optional** Development components permissible within Commercial Complex:

- Shopping Mall
- Multiplex
- Hotel
- Food Courts/Restaurants/ coffee shop
- Commercial (Retail cum Office) Area would include retail shopping, branded showrooms, anchor stores, Entertainment Complex/ Zone and business spaces
- Banks
- Coaching Institutes
- Gaming Zone/children play home
- Gymnasium or Health Centre
- Any other activity with the approval of Authority

The following functions / products are **not permitted** for development:

- Industrial activities
- Hostel
- “Warehousing” (except such warehousing facility which is incidental to the use of the Project)
- Wholesale Activity
- Car Service Garage
- Workshops
- Hospitals or health centers
- Other environmentally incompatible functions

The services to be provided by the Concessionaire shall include all activities, physical or efforts, activities otherwise needed to be carried out, in order to construct the Commercial Facilities under the Concession Agreement. In particular they shall include construction and maintenance works of the various Components.

The main focus of the Concessionaire should be to develop a State-of-the-Art Bus Terminal with better facilities for passengers/ public and a world class Commercial

Complex thereby creating a landmark facility with iconic exteriors/ facade. The proposed integrated Bus Terminal-cum-Commercial Complex shall be planned and designed as an iconic/ landmark building with contemporary innovative design on the lines of post modernism and design elements such as colonial style using fins, pergolas, glass facia etc. The exterior/ facade of the building could be in combination of glass/ metal/ tile/ fusion of materials and the provision of blocking arrangement shall be preferably used.

2.2 Broad Scope of Works

The broad scope of works is as described below:

In terms of the provision in 8.2 (f) of Concession Agreement, as per local building bye-laws available Floor Area Ratio (FAR) is 1.33 with ground coverage of 35 %. After reserving built up area for Bus Terminal Facilities as detailed in Schedule-I, the Concessionaire can use the remaining built-up area for development of Commercial Facilities as per the local building bye-laws restricting FAR 1.33. Provided that in case of any addition to the FAR during the Concession Period for CF, the Concessionaire shall be entitled to utilize the same upon payment of proportionate premium to Authority as per evaluation carried out by State Government / Authority at the time of such application by the Concessionaire. Any development fees or any other charges payable for use of such additional FAR shall be payable by the Concessionaire to the relevant Competent Authorities.

2.2.1 Construction Works

The Construction works shall be undertaken by the Concessionaire for the development of the Commercial Facilities on the Project Site.

1. The scope of works covers the detailed design for project execution, detailed engineering and preparation of all related drawings related to the execution of the components.
2. Construction of the Commercial Facilities shall be undertaken keeping in view the provisions in Concession Agreement.
3. Provision of user facilities and amenities like private parking area, drinking water chambers, toilets, dustbins etc. at appropriate identified locations in the commercial areas
4. Provision of supporting infrastructure facilities related to Solid Waste Management, Rain Water Harvesting, Water Supply and Sanitation, Electric Sub Station, Communication System, facilities for the physically challenged

2.2.2 Maintenance Works

This includes routine and periodic maintenance activities to be carried out for

Commercial Facilities by the developer during the Concession Period.

2.3 Development of Commercial Complex

2.3.1 General

The Project envisages construction of the Commercial Facilities along with the supporting infrastructure and any other facilities deemed necessary to facilitate the Project Components on the Project Site. These shall consist of various facilities identified by the Concessionaire and shall form the Commercial Facilities.

2.3.2 Area for Development of Commercial Facilities.

Requirement of land areas and built-up areas for Bus Terminal Facilities including RSBTDA Facilities has been outlined in Schedule-I. The development of Commercial Facilities on all the floors put together (including the Ground Floor) shall be confined to the balance built-up available after providing for the mandatory facilities mentioned in Schedule-I. The building bylaws, JDA/JMC/Town Planning/NHAI norms shall be applicable with respect to height and other parameters of development.

2.3.3 Guidelines for Commercial Facilities Development

The Guidelines for commercial facilities development are:

1. Minimum conflict points related to the connectivity between the commercial development and the bus terminal facilities.
2. Separate access for bus terminal and commercial facilities development.
3. The design of the building shall result in a permanent civic architecture that contributes to its context. The design shall not only be a recognizable element of the Bus Terminal, but also shall be clearly an integral part of the neighborhoods and community. The architecture and facade shall be designed keeping in view the socioeconomic significance of the city. The external components must be aesthetic and shall display modern architecture and concepts.
4. The building should be Bureau of Energy Efficiency, Energy Conservation and Development Code compliant to the extent possible. This will help to save energy cost and also entitle to get carbon credits.

ARTICLE 22 Schedule III
Technical Specifications & Standards

3.1 General Requirements

The technical specifications, in accordance with which the construction works of the Bus Terminal Facilities as per the Master Plan to be executed by the Concessionaire, shall comprise of the following:

- (a) General Technical Specifications
- (b) Supplementary Technical Specifications

3.1.1 General Technical Specifications

All the items of work shall be executed as per Rajasthan PWD Specifications. Any item or part of the item not covered in Rajasthan PWD Specifications shall be executed as per relevant IS Codes or CPWD Specifications or as per the directions of RSBTDA. The design of facilities for the handicapped and the disabled people, like the toilets, bathrooms, ramps shall be designed as per the respective IS Codes and guidelines issued by Govt. of India or Govt. of Rajasthan.

These codes and specifications shall deem to be bound in this document. The technical specifications for Civil, Mechanical and Electrical installations works are detailed in the subsequent sections.

3.1.2 Supplementary Technical Specifications

This part shall comprise various amendments/modifications/additions to the relevant codes and standards.

When an Amended/Modified/Added clause supersedes a clause or part thereof in the said specifications, then any reference to the superseded clause shall be deemed to refer to the Amended/Modified clause or part thereof.

In so far as any Amended/Modified/Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/Modified/Added clause shall always prevail. While carrying out any work the Concessionaire shall ensure that any requirements specific to the site and similar factors are kept in view.

All measurements shall be made in the metric system. The measurements and computations unless/otherwise indicated shall be carried nearest to the following limits.

Length and breadth	: 5 mm
Height, Depth or thickness	: 1 mm
Area	: 0.01 sq.m.
Cubic Contents	: 0.01 cu.m.

3.2 Technical Specifications - Civil/Building Works

3.2.1 Material Specification

All items of works shall be executed as per Rajasthan PWD Specifications. Any item or part of the item not covered in Rajasthan PWD Specifications shall be executed on relevant BIS specification or CPWD Specification or as per directions of Authority. The brief specification of main materials involved and items to be executed are given below:

1. Bricks

Bricks shall be sound, hard, well-burnt, uniform in size, shape and colour, homogeneous in texture, giving a metallic ringing sound, free from flaws, cracks, holes, lumps or grit and arises should be square, straight and sharply defined. They shall not break when struck against each other and dropped flat from a height of 1 m to the ground. They shall conform to IS 1077 giving classes of common burnt clay bricks. Maximum absorption shall not be more than 20% of its dry weight on immersion in water for 24 hours. Minimum crushing strength shall be 75 kg/sq cm.

Bricks for masonry work in foundations as well as in superstructure shall be first class burnt clay bricks conforming to Rajasthan PWD Specifications.

2. Cement

Ordinary Portland Cement (OPC) 43/53 grade Conforming to latest Rajasthan PWD Building Works Specifications, 2014 and IS 8112-2013/12269-2013 shall be allowed for concreting in both plain & R.C.C. works. In no case Portland Pozzolonic cement shall be allowed for such work. In case of non-availability of O.P.C. Cement Portland Pozzolonic cement, conforming to relevant ISI specification of the same popular brands shall be permitted for masonry work in foundations and superstructure with the permission of the Independent Engineer. Cement shall be stored and stacked at the site of work according to Rajasthan PWD norms.

In no case, the cement shall be procured for requirement beyond 3 months and the same shall also be consumed within three months' time. All such cements, which shall be having storing age more than three months or otherwise appeared to be deteriorated, shall be got retested for compressive strength and initial and final setting time, before use. Decision for equivalent use or no use of such cements for works other than concreting shall be taken by the Independent Engineer and shall be final and binding.

3. Concreting

In order to achieve accuracy in the proportion of batching, batching plant should be installed and maintained at the site for the concreting work or Ready mix concrete shall be procured on prior approval of Independent Engineer.

4. Steel Reinforcement

High yield strength deformed bar TMT (HYSD TMT) having minimum strength of 415 N/ mm² up to and including 25 mm diameter and 500 N/mm² for bigger diameter

confirming to IS: 1786 shall be used as reinforcement for RCC works. Binding wire shall be conforming to IS: 432. All steel shall be sound and free from cracks surface flaws laminations, rough and imperfect edges and all other defects.

The variation in weight per meter length of the bars shall be permitted only up to the following limits:

- 6 mm & 8mm +7%
- 10 mm & 12 mm +4%
- 16 mm & above +3%

Spacer blocks shall be made conforming to M15 concrete tied with binding wires as specified or PVC spacer shall be used prior approval of Independent Engineer.

5. Structural steel

General requirements relating a supply of structural steel shall conform to IS 8910. Requirements for mild steel (standard quality) plate, sections bars etc, designated as E250 (Fe 410-W) for use in structural work (as per IS:2062-2006, superseding IS 1977, 8500).

Structural steel such as angle section, T-sections, I-sections, Channels & steel plates shall be conforming to IS: 226. Structural steel used in the works other than steel in reinforced concrete, rails and fastenings shall be either of the following type:

- a. Mild steel conforming to IS : 226 - "Structural Steel (Standard quality)" or IS : 2062 - "Structural Steel (fusion welding quality)
- b. Whenever high tensile steel is specified it shall be conforming to IS: 961 - "Structural steel (High Tensile)".
- c. All steel tubes shall be hot finished seamless steel tubes (HFS) of the specified strength and shall conform to IS: 1161. Tubes made by other processes and which have been subjected to cold working, shall be regarded as hot finished if they have been subsequently been heat treated and are supplied in the normalized condition

6. Water

Water for all purposes of preparing, mortars, concrete and curing of masonry and concrete works in construction shall conform to Rajasthan PWD Specifications.

7. Earth

Earth for embankment and backfills in masonry works etc. shall be free from slumps, roots, grass, clods and large pieces of stones, and shall be conforming to Rajasthan PWD Specifications.

8. Brick Ballast

Bricks ballast for use in foundation and under floors shall conform Rajasthan PWD Specifications.

9. Fine Aggregate

The Fineness Modulus (FM) of sand shall be 2.0-3.50 as per latest IS-383. It shall be free from harmful impurities and deleterious substances. In case fine dust and silt is found more than 4% the same shall be washed thoroughly before use.

10. Sand for Plastering and Mortars

For plain and reinforced cement concrete (PCC and RCC) or prestressed concrete (PSC) works, fine aggregate shall consist of clean, hard, strong and durable pieces of crushed stone, crushed gravel, or a suitable combination of natural sand, crushed stone or gravel. They shall not contain dust, lumps, soft or flaky, materials, mica or other deleterious materials in such quantities as to reduce the strength and durability of the concrete, or to attack the embedded steel. Motorised sand washing machines should be used to remove impurities from sand. Fine aggregate having positive alkali-silica reaction shall not be used. All fine aggregate shall conform to IS: 383 and test for conformity shall be carried out as per IS: 2386 (Part I to VIII). The Contractor shall submit to the Engineer the entire information indicated in Appendix A of IS: 383. The fineness modules of fine aggregate shall neither be less than 2.0 nor greater than 3.5.

11. Coarse Aggregate

Unless, otherwise specified or ordered, only ¾" (20 mm) nominal size crushed aggregate shall be used as coarse aggregate for concreting purpose in slabs, beams, columns, in superstructure and foundations as per IS: 383 - 19 70. The same size aggregate shall be used for conglomerate floors also. In lintels and slabs having thickness less than 12 cm, 12.5 mm nominal size crushed aggregate shall be used. Crushed aggregate shall not be having aggregate impact value more than 30 and water absorption more than 2%.

12. Glass Panes

Thickness of glass panes according to the size of opening and its quality shall conform to Rajasthan PWD Specifications. Only the first quality glass panes of popular brands shall be permitted for use. Glass panes shall be checked both for the required thickness as well as weight per unit area.

13. Bitumen for coating DPC

Suitable type of bitumen as per Rajasthan PWD Specifications or CPWD Specifications or relevant IS code shall only be permitted for bitumen coatings of roof top and D.P.C.

14. Timber/ Joinery

Timber for joinery purpose shall conform in general to Rajasthan PWD Specifications.

15. Plywood

The plywood in general shall be conforming to Rajasthan PWD Specifications for cupboard shutters the specified ply should be urea bonded whereas for flush doors shutters the specified ply to be used shall be phenol bonded only. The plywood

should be termite proof and water proof.

16. Wire Gauge

Wire gauge for joinery purpose shall conform to Rajasthan PWD Specifications.

17. Other Materials

(i) All other materials required for the construction shall conform to relevant Rajasthan PWD Specifications/or latest BIS specification or CPWD Specifications, or as per directions of Independent Engineer/RSBTDA.

(ii) White cement: Wherever is to be used, shall comply with India standard IS: 269 and its color shall be pure white.

(iii) Paints and allied material: Only first quality paints duly BIS marked shall be used for the finishing item wherever required. Material shall be as per the following IS specification: wooden & metallic surface:-

a) Synthetic enamel finish (for exterior uses) as per IS: 520

b) Synthetic enamel with semi glass finish (for interior uses) as per IS: 133

i.	Priming coat	IS : 102
ii.	Zinc chromate primer on Iron Steel	IS : 107
iii.	Aluminum paint	IS : 165
iv.	Turpentine oil	IS : 83
v.	Linseed oil	IS : 77,75 & 78
vi.	Varnish Exterior	IS : 338
vii.	Varnish Interior	IS : 337
viii.	Filler for enamel paints	IS : 110
ix.	Wood filler	IS : 345
x.	Putty for wooden frame	IS : 419
xi.	Putty for metal frame	IS : 420
xii.	Brushes	IS : 384
xiii.	Paint remover	IS : 430
xiv.	Shellac	IS : 16
xv.	Denatured Spirit	IS : 234

18. CI Pipe Fitting (Rain water pipe)

The pipes shall be manufactured by closed grain CI and shall satisfy IS 1230 in all respects. The number of pipes and the diameter shall be worked out on the basis of 1" Sq. of CSA for every 60 specifications No. 3.54. The minimum weight v/s nominal diameter shall be as under:

Table 1: Minimum Weight and Nominal Diameter

Nominal (mm)	Weight/m	Length (m)	Size of socket	Thick (mm)
90	14	1.8	114.4	3.2
50	26	1.8	166.2	3.6

3.2.2 Specifications of Work

3.2.2.1 Internal Civil Works

1. Earth excavation embankments & cuttings

Making up of plinths shall be carried out as per Rajasthan PWD Specifications. Source of soil for filling purposes shall have to be got approved from the Independent Engineer of work.

2. Compaction of Earth work

Compaction of earthwork shall be carried out as per Rajasthan PWD Specifications. Earthwork excavation of foundations and filling of trenches and filling under floors as per Rajasthan PWD Specifications.

3. Demolition

Demolition, if any involves shall be carried out as per Rajasthan PWD Specifications. Disposed- nothing shall be paid for disposal of non-perishable material. Perishable material shall be handed over to Authority.

4. Centering and Shuttering

Centering and shuttering shall be carried out as per Rajasthan PWD Specifications.

5. Cement concrete for Ordinary structures

Cement concrete for ordinary structures shall be executed as per Rajasthan PWD Specifications.

6. Reinforced concrete

For all works in super structure/ foundation 1:1.5:3 nominal mix by volume shall be used for achieving strength of M20 concrete.

Only crushed coarse aggregates shall be used for concreting.

Steel shall be high yield strength deformed bars conforming to IS - 1786 or TMT steel.

7. DPC

Item of D.P.C. shall be executed as per Rajasthan PWD Specifications.

8. Precast Lintels

All lintels up to 7'0" in length in masonry work over doors and windows shall not be laid Cast-in-Situ but shall be precast as per instruction of the Independent Engineer and shall be hoisted and placed at appropriate level, during masonry work, lintels beyond 4'-6" length shall be laid in situ. Lintels will be casted over a pucca platform, and shall be cured for at least 10 days in a tank built at site and be

dried completely before placing.

9. Brick Masonry

Wherever the brick masonry shall involve in the execution of work, the same shall be carried out as per Rajasthan PWD Specifications. All the instructions regarding workmanship such as bond and laying, joints straightness, face work raking of joints and scaffolding etc. shall be followed as per the Rajasthan PWD Specifications. The masonry shall be carried out in the cement mortar. Corbelling, Coping and Cornices shall be executed as per specifications. 4 ½" and 3" thick masonry partition walls. Partition walls shall be constructed as per Rajasthan PWD Specifications.

10. Roofing and Water proofing treatments / drainage

- a) Rooftops shall be painted with bitumen, as per Rajasthan PWD Specifications.
- b) Laying brick bat coba water proofing of average 115 mm thick at terrace using cement mortar 1:3 arranging brick bats according to the slope, adding suitable water proofing compound for water tightness and again providing on top cement mortar 1:3 including addition of water proofing compound and finishing the top with neat cement @ 2.75 kg/m² and preparing the rough surface as per directed.

c) Water Proofing for Basement floor and surface

Providing & laying Box type waterproofing treatment to floors and external surfaces of underground structures. The treatment comprises of waterproofing layer, average 100 mm. thick for floors, using two layers of polished kota stones placed diagonally with cut joints Bottom layer of 15 mm. thick 1:3 C.M. bedding with approved waterproofing chemical. 20 mm. to 25 mm. thick rough polished kota stone laid diagonally above the 1st layer with cut joints. Joints shall be sealed by 1:1 C.M. with approved waterproofing chemical. The above two layers shall be laid again, in the same manner as described above. The final layer of 30 mm. thick I.P.S. shall be laid with approved water proofing chemical having desired finish as directed including curing etc. complete on any surface, at all heights. The contractor to give testing for water tightness.

- d) Rain water pipes shall be fixed as per Rajasthan PWD Specifications
- e) Execution of top and bottom khurras and spouts shall be done as per Rajasthan PWD Specifications.
- f) Unless, otherwise specified, the normal bitumen felt waterproofing treatment shall be executed as per Rajasthan PWD Specifications.
- g) Wherever required the water proofing of roofs shall be as per manufactures specifications approved by the Independent Engineer.

11. Floorings and Dados

Various types of flooring and dados shall be executed as per Rajasthan PWD Specifications, as detailed below:-

Table 2: Flooring and Dados Specifications

A	White glazed ceramic Tile flooring	As per Rajasthan PWD building Specifications 2014, Chapter 12 Flooring Works
B	Marble flooring	
C	Polished kota stone flooring	
D	Rough Polished kota stone flooring	
E	Vitrified Tile flooring	
F	Granite Stone flooring	
G	Ironite flooring/Cement Concrete Flooring with Metallic Hardener Topping	
H	Granite Tile flooring	
I	Trimix flooring	

Polished kota stone flooring shall be carried out as Rajasthan PWD building Specifications 2014, Chapter 12 Flooring Works. Polished kota stone shall not be used less than 22''x 18'' in size.

Dados: Polished kota stone or Vitrified tile dado shall be executed as per the relevant specification of Rajasthan PWD building Specifications 2014.

Skirting (3/4'' thick) of Polished kota stone shall be executed as per the relevant specification of Rajasthan PWD building Specifications 2014.

Granite Stone shall be executed as per the relevant specification of Rajasthan PWD building Specifications 2014. Vitrified tile shall be executed as per the Rajasthan PWD building Specifications 2014.

Ironite flooring/ Cement Concrete Flooring with Metallic Hardener Topping shall be executed as per the relevant Rajasthan PWD building Specifications 2014.

Granite tiles shall be executed as per Rajasthan PWD building Specifications 2014.

Trimix flooring shall be executed as per Rajasthan PWD building Specifications 2014 of pavement in material Specification.

12. Cupboard Shutters

Cupboard shutters shall be wooden as per Rajasthan PWD building Specifications 2014.

13. Door Shutters

All door shutters shall be 40 mm thick wooden with 12 mm thick panels of waterproof as per Rajasthan PWD building Specifications 2014.

14. Windows Shutters

Window shutters shall be 35 mm thick of wooden having glass panes as per Rajasthan PWD building Specifications 2014. Wire gauge shutters should be provided wherever required.

15. Wire gauge Shutters

Wire gauge shutters shall be as per Rajasthan PWD building Specifications 2014.

16. Doors, Windows and Shutters Other than Wooden

Table 3: Specifications for Doors, Windows and Shutters
other than Wooden

a	Aluminum door, windows and ventilators	As per IS 1948-1961 & IS 1949-1961 and Rajasthan PWD building Specifications 2014
b	Collapsible gates	As per IS 10521-1983 and Rajasthan PWD building Specifications 2014
c	Steel rolling shutters	As per IS 6248-1979 and Rajasthan PWD building Specifications 2014
d	Steel door frames	As per IS 4351-1976 and Rajasthan PWD building Specifications 2014
e	Steel doors, windows and ventilators	As per IS 1038-1983 & Rajasthan PWD building Specifications 2014
f	Pressed steel <i>chowkhats</i>	Rajasthan PWD building Specifications 2014

Factory made pressed steel chowkhats shall be manufactured out of 16 gauge M.S. Sheet (1.25 mm thick) cutting bending straightening and finishing shall be mechanical and not manual. Chowkhats shall be framed with 6mm fillet seam welding.

The pressed steel chowkhats shall be provided with two coats of steel primer and the chowkhats cavity shall be filled with 1:2:4 concrete, prior to fixing at site.

17. Plastering, Pointing and Rendering

Cement plaster will be executed in the specified mortars as per Rajasthan PWD building Specifications 2014. For cement rendering and for cement pointing Rajasthan PWD building Specifications 2014 shall be followed.

18. Painting, White washing and Distempering

These items shall be executed as per Rajasthan PWD building Specifications 2014.

Painting and varnishing works shall be executed as per Rajasthan PWD building Specifications 2014.

Painting on Plastered/ Concrete Surface: The plastered surface above dado as per relevant Specification of Rajasthan PWD building Specifications 2014. Only first quality paint/ emulsion shall be used. The item shall be executed as per Rajasthan PWD building Specifications 2014 of painting.

Painting Wooden Surfaces shall be painted with first quality approved brand of paint and execution of item shall be carried out as per Rajasthan PWD building Specifications 2014.

Painting Iron and Steel Work: Iron and Steel Works shall be painted as per Rajasthan PWD building Specifications 2014. The first coat shall be applied of red oxide primer of first quality. The subsequent coats shall be of approved shade and approved brands of first quality paints.

White Washing shall be executed as Rajasthan PWD building Specifications 2014 and Colour washing shall be executed as per Rajasthan PWD building Specifications 2014.

Oil Bound distempering for internal finishing shall be executed as per Rajasthan PWD building Specifications 2014.

Cement based paints: Cement based paints of approved make and shade shall be executed as per relevant specifications.

19. Cement Concrete Road works

Latest edition of MoRTH specifications shall be followed for road works.

20. Expansion Joints

Expansion Joints shall be provided in the buildings wherever required. The conditions for providing expansion joints are as under:

- 1) Where the length of the building blocks exceed 50 meters.
- 2) All the components such as ramps stair links of corridors with the main building.
- 3) In case of provision for horizontal further expansion be provided.
- 4) In case of level difference exceeding 1.8 mts.

Type of expansion joints: In case of larger blocks framed shutters, only double column, double beam expansion joints shall be provided:

- a) In case of masonry blocks double beam expansion joints will be provided along with expansion joints on walls.
- b) In case of connecting link corridors cantilever type of expansion joints will be provided. These joints shall be maintained in the flooring itself preferably or will be covered with 300 mm wide separate piece of flooring material specified.

Expansion Joints in the wall shall be covered from inside with 14 gauge aluminium sheet 150 mm wide fixed with appropriate fastener on one side of the wall. In no case bracket type expansion joints will be provided.

3.2.2.2 External Civil Works

1. Parking Area

Covered area with interlocking pavers shall be as per Rajasthan PWD Specifications.

2. M.S. Gates

M.S. Gates shall be as per Rajasthan PWD Specifications.

3. Boundary Wall

Boundary wall around the BUS TERMINAL shall be 1.8m high, constructed in first class brick masonry.

4. Kerb & Channels

Kerbs & channels wherever provided along the roadside shall conform to relevant Rajasthan PWD Specifications.

5. Jungle Clearance

Clearing of weeds, shrubs, brushwood and congress grass under this item shall be removed by roots. Tree shall not be cut. The item shall be executed as per Rajasthan PWD Specifications.

6. Subgrade of Internal Roads

The top 2' portion of embankment in the complete formation width of the internal roads, which is sub grade of the road, shall consist of sandy soils. A1, A2 and A3 type soils as per PRA classification conforming to latest IRC specification shall be only allowed in sub grade. Silty & clayey soil, which make weak sub grade & have no self-drainage shall not be permitted for use.

7. Stone Metal 60-11.2 mm

Crushed stone metal of approved quarries shall be only used for construction for roads. It should be angular and drawn from hard durable tough stones of uniform texture. It should not absorb water more than 1% and its aggregate impact value should not be more than 30. The grading should confirm to MoRTH specification as given in table below:

Table 4: Grading of Crushed Stone Metal

Sieve Designation	Percent by weight passing
60 mm	100.00
53 mm	95-100
45 mm	65-90
22.4 mm	0-10
11.2 mm	0-5

8. Grit

The crushed aggregates for mix seal surfacing shall be blended in the requirement ratio or achieving the proper gradation as per MoRTH specification. The individual size of the grit should also be conforming to MoRTH, specification.

3.2.3 List of Approved Makes

Table 5: List of Approved Makes

Sr.No.	Description	Makes
1	Tiles	
1a	White Glazed Tiles	1st quality tiles of Regancy, Cengress, Swastik& City Tiles, Sun Heart
1b	Vitrified tiles	RAK, Cengress, Swastik& City Tiles, Simpolo, Sun Heart
1c	Granite tiles	Spartek, Kajaria
2.	Flush doors and plywood products	Sitapur, Century
3.	Steel doors & windows	Factory manufactured
4.	Rolling shutters & grills	Factory manufactured
5.	Aluminium door & window sections	Hindalco, Mahabir
6.	Water proofing compounds	Cico, Impermo & Acqua proof
7.	Paints & Distempers	Apcolite, Asian Paints, Goodlass Nerolac, Garcoat Garware, BERGER, Sherwin Williams
8.	Redoxide	Shalimar/ASIAN/NEROLAC/BERGER
9.	Water proofing cement paint	Snowcem, ASIAN,Berger,Sherwin Williams
10.	Glass	HPC, IAG, Triveni, Modi,HNG
11.	Pressed Steel Sections	Factory manufactured
12.	Reinforcing Steel	Tata Iron & Steel Co., Steel Authority of India, Indian Iron, Bati, Panjab, Electro TMT PMS, Friends, Utkarsh, Gallant ISI TMT Bars of Fe 415/500/550
13.	Cement	Grade 43 OPC & Conforming to IS 12269 of Tata, ACC, Ambuja, Ultratech, Jaypee, Kamal.
14.	Steel Sections	BIS marked sections.
15.	Z Sections	Standard Mann/Mahabir sections
16	Cup boards	Godrej
17	Water Supply Pipes	CPVC/PE (Astral, Supreme, Dutron, George Fischer, Jain, Finolex or UPVC)

Note: The above list is indicative but not exhaustive.

3.3 Technical Specifications - Public Health and Fire Fighting Works

3.3.1 General Technical Conditions

1. Scope of Work

- a. Work under this section shall consist of furnishing all materials, equipment and applicable necessary and required to completely furnish all the plumbing and other specialized services as described herein.
- b. Without restricting to the generality of the foregoing the sanitary fixtures shall include the following:
 - Sanitary Fixtures
 - Soil, waste, rainwater and vent pipes Water supply (internal and external) External sewerage system
 - Storm water drainage system
- c. The Concessionaire must get acquainted with the proposed site for the works and study specifications carefully.
- d. Works area shall be as per finalized and approved drawings from the Independent Engineer.

2. Specifications

- a. Work under this section shall be carried out strictly in accordance with specifications.
- b. Items not covered under these specifications due to any ambiguity or misprints, or additional works, the work shall be carried out as per the Rajasthan PWD Specifications.
- c. Works not covered under 2.1 and 2.2 shall be carried out as per relevant Indian Standards specifications or codes of practice or as per directions of Authority.

3. Execution of Work

- a. The work shall be carried out in conformity with Architectural, HVAC, Electrical, plumbing, Structural, and other specialized services.
- b. The Concessionaire shall make provision for hangers, sleeves, structural openings and other requirements well in advance to prevent hold up of progress of construction programme.
- c. On award of the concession, the Concessionaire shall submit a programme of construction in the form of a PERT chart or bar chart for approval of the Independent Engineer. All the dates and time Chapter agreed upon shall be strictly adhered to, within the stipulated time of completion / commissioning along with the specified phasing, if any.

4. Drawings

- a. Plumbing drawings would be diagrammatic and shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the Architectural drawings.
- b. Architectural drawings shall take precedence over plumbing or other services drawings as to all dimensions.
- c. Concessionaire's shall verify all dimensions at site and bring to the notice of the Independent Engineer of works all discrepancies or deviations noticed. The Independent Engineer decision shall be final.
- d. Large size details and manufacturers dimension for materials to be incorporated shall take precedence over small-scale drawings.

5 Inspection and testing of materials

- a. The Concessionaire shall be required, if requested to produce the manufacturers' test certificate for the particular batch of materials supplied to him. The test carried out shall be as per the relevant Indian Standards.
- b. For examination and testing of materials and works at the site the Concessionaire shall provide all testing and gauging equipments necessary but not limited to the following:
 - Theodolite
 - Dumpy level
 - Steel tapes
 - Weighing machine
 - Plumb bob, Spirit levels, Hammers
 - Micrometers
 - Thermometers, Stoves
 - Hydraulic test machine
 - Smoke test machine
- c. All such equipment shall be tested for calibration at any approved laboratory, if required by the Independent Engineer.
- d. All testing equipment shall be preferably located in special room meant for the purpose.

6. Metric conversion

- a. All dimensions and sizes of materials and equipment given in the specifications are commercial metric sizes.

- b. Any weights or sizes given in the specification having changed due to metric conversion, the nearest equivalents sizes accepted by Indian Standards shall be acceptable without any additional cost.
7. Reference points
 - a. The Concessionaire shall provide permanent benchmarks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work.
 - b. All such reference points shall be in relation to the levels and locations given in the Architectural and plumbing drawings (to be detailed out by the Concessionaire).
8. Reference Drawings
 - a. The Concessionaire shall maintain one set of all drawings issued to him as reference drawings. These shall not be used on site.
 - b. All corrections, deviations and changes made on the site shall be shown on these reference drawings for final incorporation in the completion drawings. All changes to be made shall be initialled by the Independent Engineer. These will then form the “As-Built Drawings”
9. Shop Drawings
 - a. The Concessionaire shall submit to the Independent Engineer four copies of the shop drawings. Shop drawings shall be submitted under following conditions:
 - Showing any changes in layout in the plumbing drawings
 - Equipment layout and piping, wiring diagram
 - Manufacturer’s or Concessionaire’s fabrication drawings for any materials or equipment supplied by them.
 - b. The Concessionaire shall submit four copies of catalogues, manufacturer’s drawings. Equipment characteristic data or performances charts as required by the Independent Engineer.
10. Completion Drawings
 - a. On completions of work the Concessionaire shall submit one complete sets of original tracings and two prints of “as built” drawings to the employer. These drawings shall have the following information:
 - (i) Run of all piping and diameters on all floors and vertical stacks.
 - (ii) Ground and invert levels of all drainage pipes together with location of all manholes and connections upto outfall
 - (iii) Run of all water supply lines with diameters, locations, of control valves, access panels

- (iv) Locations of all mechanical equipment with layout and piping connections.
 - b. The Concessionaire shall provide four sets of catalogues performances data and list of spare parts together with the name and address of the manufacturer for all electrical and mechanical equipment provided by him.
11. Testing
- a. Piping and drainage works shall be tested as specified under the relevant clauses of the specifications.
 - b. Tests shall be performed in the presence of the Independent Engineer.
 - c. All materials and equipments found defective shall be replaced and whole work tested to meet the requirements of the specifications.
 - d. The Concessionaire shall perform all such tests as may be necessary and required by the local authorities to meet Municipal or other bye-laws in force.
 - e. The Concessionaire shall provide all labour, equipment and materials for the performances of the tests.
12. Site Clearance and Clean up
- a. The Concessionaire shall, from time to time clear away all debris and excess materials accumulated at the site
 - b. After the fixtures, equipments and appliances have been installed and commissioned, the Concessionaire shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discoloration leaving the same in a ready to use condition
 - c. On completion of all works, the Concessionaire shall demolish all stores, remove all surplus materials and leave the site in a broom clean condition
13. License and Permit
- a. The Concessionaire must hold a valid plumbing licenses issued by the Municipal Authority or other Competent Authority under whose jurisdiction the work falls
 - b. The Concessionaire must keep constant liaison with the competent authority and obtain approval of all drainage and water supply works carried out by him.
 - c. The Concessionaire shall obtain, from the competent authority certificates with respect to his work as required for occupation of the building.
 - d. All inspection fees or submission fees should be paid by the

Concessionaire.

14. Cutting and Making good

No structural member shall be chased or cut without the written permission of the Independent Engineer.

15. Materials

- a. All materials used in the works shall conform to the tender specification.
- b. As far as possible materials bearing BIS certification marks shall be used with the approval of the Independent Engineer.
- c. Unless otherwise specified and expressly approved in writing by the Independent Engineer, materials of makes and specifications mentioned with technical specification shall be used.

16. Mock up

- a. The Concessionaire shall install all pipes, fixtures, clamps and accessories and fixing devices in mock up shaft and room so constructed as directed by the Independent Engineer without any cost. The materials used in the mock up may be reused in the works if found undamaged.
- b. Any tiles or finished surfaces or floors damaged by the Concessionaire while doing his work shall be made good with new tiles or other finishing material.

3.3.2 Technical Specifications - Sanitary Fixtures

1. Scope of Work

- a. Work under this section shall consist of furnishing all material and labour as necessary and required to completely install all sanitary fixtures, brass and chromium plated fittings and accessories, as specified hereinafter.
- b. Without restricting to the generality of the foregoing the sanitary fixtures shall include all sanitary fixtures, C.P. fittings and accessories etc. necessary and required for the building.
- c. Whether specifically mentioned or not all fixtures and appliances shall be provided with all fixing devices, nuts, bolts, and screws, hangers as required.

2. General Requirements

- a. All fixtures and fittings shall be provided with all such accessories as are required to complete the item in working condition
- b. All fixtures and accessories shall be fixed in accordance with a set

- pattern matching the tiles of interior finish. Whether necessary the fittings shall be centered to dimensions and pattern desired.
- c. Fixing screws shall be half round head chromium plated brass with C.P. washers wherever required as per direction of the Independent Engineer.
 - d. All fittings and fixtures shall be fixed in a neat workmanlike manner true to levels and heights and in accordance with the manufacturer's recommendations. Care shall be taken to fix all inlet and outlet pipes at correct positions. Faulty locations shall be made good and any damage to the finished floor, tiling or terrace shall be made good by the Concessionaire.
 - e. When directed the Concessionaire shall install fixtures and accessories in a mock-up room for the approval of the Independent Engineer. Sample room fixtures may be reused on the works if undamaged.
3. Indian W.C.
- a. Indian W.C. pan shall be Orissa pattern of size. Each WC shall be provided with a 100 mm diameter cast iron or porcelain 'P' or 'S' traps with or without vent horn.
 - b. W.C. shall be flushed by means of a C.I. high level flushing cistern or low-level cistern of polyethylene body complete with accessories or with 32 mm diameter C.P. flush valve.
4. Anglo Indian W.C.
- a. Anglo Indian W.C. shall be wash down type 'P' or 'S' trap set.
 - b. Each Anglo Indian W.C. set shall be provided with a solid plastic seat, rubbers buffers and chromium-plated hinges.
 - c. Plastic seat shall be so fixed that it remains absolutely stationery in vertical position without falling down on the W.C.
 - d. Each Anglo Indian W.C. shall be flushed with porcelain flushing cistern or an exposed or concealed type flush valve. Flush pipe/bend shall be connected to the W.C. by means of a suitable rubber adapter. 25 % of total W.C are Indian W.C
5. European W.C.
- a. European W.C. shall be wash down single or double siphonic type floor or wall mounted and flushed by means of porcelain low level flushing cistern or the exposed or concealed type flush valve. Flush pipe/bend shall be connected to the W.C. by means of suitable rubber adapter. Wall hung W.C. shall be supported by C.I. floor mounted chair. 50 % of total W.C are Indian W.C

- b. Each W.C. seat shall be so fixed that it remains absolutely stationery in vertical position without falling down on the W.C.
6. Urinals
- a. Urinals shall be lipped type half stall white glazed vitreous China of approximate Size 630 x 420 x 380 mm size.
 - b. Half stall Urinals shall be provided with 15 mm diameter C.P. spreader, 32 mm diameter C.P. domical waste and C.P. brass bottle trap with pipe and wall flange and shall be fixed to wall by one C.I. bracket and two C.I. wall clips as recommended by manufacturers' or as directed by the Independent Engineer.
 - c. Half stall urinals shall be fixed with C.P. brass screws and shall be provided with 32mm diameter domical waste leading to urinals trap.
 - d. Urinals shall be flushed by means of automatic porcelain flushing cistern or exposed or concealed type urinal flush valve, as specified in manual flushing system.
 - e. Flush valve for urinal shall be provided
 - f. Flush pipes of flushing cistern with sizes of main and branch flush pipe shall be as follows:

Table 6: Flush Pipes Sizes

No. of urinals In Range	Capacity of cistern litres	Size of main flush pipe	Size of branch flush pipe	Size of connection urinal
One	5	-	-	15
Two	10	20	-	15
Three	10	25	-	15

- g. Alternatively, Urinals may be flush with flush valves, exposed or concealed type.
 - h. Waste pipes for urinals shall be any one of the following:
 - (i) G.I. pipe
 - (ii) Rigid P.V.C
 - (iii) U. P.V.C. or PE pipes
 - i. Waste pipes may be exposed on wall or concealed in chase. Specifications for waste pipes shall be same as given in Rajasthan PWD Specifications
7. Lavatory Basin
- a. Lavatory basins shall be white glazed vitreous china or poly marble of size, shape and type specified in the bill of quantities.

- b. Each basin shall be provided with R.S. or C.I. bracket and clips and the basin securely fixed to wall. Placing of basins over the brackets without secure fixing shall not be accepted.
 - c. Each basin shall be provided with 32mm diameter C.P. brass bottle trap with C.P. pipe to wall and flame.
 - d. Each basin shall be provided with fittings or mixing fittings.
 - e. Basins shall be fixed at proper heights.
- 8. Sinks
 - a. Sinks shall be of stainless steel.
 - b. Each sink shall be provided with R.S. or C.I. brackets and clips and securely fixed.
 - c. Counter top sinks shall be fixed with suitable angle iron clips or brackets as recommended by the manufacturer. Each sink shall be provided with 40mm diameter C.P. waste with chain and plug or P.V.C. waste. Fixing shall be done as directed by the Independent Engineer.
 - d. Fittings for supply to sinks shall be C.P. brass single hole mixing fitting with swinging spout for hot and cold water and C.P. brass swan neck tap swinging spout for cold water supply.
- 9. Mirrors
 - a. Mirrors shall be electro coated copper 5.5 mm thick of guaranteed reputed make.
 - b. The image shall be clear and without waviness at all angles of vision.
 - c. Mirrors shall be provided with backing of 12 mm thick 6mm thick cement asbestos sheet fixed with C.P. brass semi round-headed screws and cup washers or C.P. brass clamps as specified or instructed by the Independent Engineer.
- 10. Shower set
 - a. Shower set shall comprise of one/two C.P. brass concealed stop cocks with two long body brass/C.P. brass bid cock, or bath spout.
 - b. Each shower set shall also be provided with C.P. shower arm with wall flange and showerhead of approved quality.
 - c. Concealed stopcocks shall be so fixed as to keep the wall flange clear off the finished wall. Wall flanges embedded in the finishing of wall shall not be accepted.
- 11. Accessories
 - a. The Concessionaire shall install all chromium plated and porcelain accessories or as directed by the Independent Engineer.

- b. All C.P. accessories shall be fixed with C.P. brass half round head screws and cup washers in wall with raw plugs or nylon sleeves and shall include cutting and making good as required or directed by the Independent Engineer.
 - c. Porcelain accessories shall be fixed in walls and set in cement mortar 1:2 (1 cement:2 coarse sand) and fixed in relation to the tiling work.
12. Urinal Partitions
- a. Urinal partitions shall be white glazed vitreous china or 25mm thick marble of size.
 - b. Porcelain partitions shall be fixed at proper height with C.P. brass bolts, anchor fasteners and M.S. clip as recommended by the manufacturer and directed by the Independent Engineer.

3.3.3 Technical Specifications - Soil, Waste & Vent Pipes

- 1. Scope of work
 - a. Work under this section shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely install all soil, waste, vent and rainwater pipes.
 - b. Without restriction to the generally of the foregoing, the soil, waste, vent and rainwater pipes system shall include the followings:
 - (i) Vertical and Horizontal soil, waste and vent pipes, rainwater pipes & fittings, joint clamps and connections to the fixtures
 - (ii) Connections of pipes of gully traps and manholes etc.
 - (iii) Floor and urinal traps, cleanout plugs, inlet fittings and rainwater head as specified.
 - (iv) Waste pipes connections from all fixtures e.g. wash basins, sinks, urinals, and kitchen equipments.
 - (v) Testing of all pipes.
- 2. General Requirements
 - a. All materials shall be new of the best quality conforming to specifications and subject to the approval of the Independent Engineer.
 - b. Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workman like manner.
 - c. Pipes shall be fixed in a manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts, passages etc.
 - d. Pipes shall be securely fixed to walls and ceiling by suitable clamps at intervals specified.

- e. Access doors for fitting and cleaning shall be so located that they are easily accessible for repair and maintenance.
 - f. All works shall be executed as directed by the Independent Engineer.
3. Cast iron pipes and fittings
- a. Cast Iron Pipes

- (i) Soil, waste, vent anti-siphonize and rainwater pipe shall be cast iron pipes/UPVC.

All pipes shall be straight and smooth and inside free from irregular bore, blow holes cracks and other manufacturing defects. Pipes shall be centrifugally spun iron soil pipes conforming to IS: 3989-1970, or sand cast IS: 1729-1967.

- (ii) Standard weight, dimensions and pig lead required for joints shall be as follows: For pipes conforming to IS: 3989-1970 (centrifugally spun soil pipes).

Table 7: Pipe Joints Sizes and Weights

Nominal (inch)	Diameter (mm)	Thickness (mm)	Overall Weight 6' length or 1.83m (kg)	Internal diameter of socket (mm)	Depth of lead (mm)
2	50	3.5	8.5	73	25
3	75	3.5	12.7	99	25
4	100	4.0	19.2	126	25
6	150	5.0	35.5	178	38
For conforming to IS 1729-1967 (sand cast iron soil pipes and fittings)					
2	50	5	11.41	76	25
3	75	5	16.52	101	25
4	100	5	21.67	129	25
6	150	5	31.91	181	38

- (iii) Tolerance

Acceptable tolerance for pipes to I.S. 3989 and ISI 1729 shall be as follows:

- Wall thickness -15%
- Length +20mm
- Weight -10%

- b. Fittings

- (i) Fittings shall conform to the same Indian Standard as for matching Concessionaire use pipes and fittings of matching specifications.
- (ii) Fittings shall be of the required degree of curvature with or without access doors.

- (iii) Access door shall be made up with 3mm thick insertion rubber washer and white lead. The bolts shall be lubricated with grease or white lead for easy removal later. The fixing shall be air and water tight.

c. Fixing

- (i) All vertical pipes shall be fixed by M.S. clamps truly vertical. Branch pipes shall be connected to the stack at the same angle as that of the fittings. No collars shall be used on vertical stacks. Each stack shall be terminated at top with a cowl. (Terminal Guard).
- (ii) Horizontal pipes running along ceiling shall be fixed on structural adjustable clamps of special design shown on the drawings or as directed. Horizontal pipes shall be laid to uniform slope and the clamps adjusted to the proper levels so that the pipes fully rest on them.
- (iii) The Concessionaire shall provide all sleeves, openings, hangers, and inserts during the construction. All damages shall be made good to restore the surface.

d. Cast iron pipes for drainage

- (i) All drainage lines passing under building, floors and roads, in exposed position above ground or at basement ceiling level shall be C.I.L.A pipes position of such pipes shall be generally shown either on ground level drawing or ceiling of basement.
- (ii) Cast iron pipes shall be centrifugally spun iron pipes conforming to I.S. 1536-1967.

Quality certificates shall be furnished.

(iii) Fittings and Inspection Chambers:-

- Fittings used for C.I. drainage pipe shall conform to ISI 1538-1967. Junction from branch pipes shall be made by 'Y', 'T'.
- The Concessionaire shall provide cast iron inspection chamber at all junction. Inspection chamber shall be specially cast with inlet, outlet and branches or appropriate and required sizes.
- Cleanout plugs shall be provided on head of each drain. Cleanout plugs shall be of size matching the full bore of the pipe. Plugs shall be made out with G.I. coupling caulked into the socket of the pipe or fittings. The end shall be provided with a brass screwed plug with suitable key for opening.

e. Laying

- (i) All cast iron pipes and fittings shall be joined with best quality soft

pig lead, which shall be free from impurities. In wet trenches joints shall be made from lead wool. Nothing extra shall be paid for lead wool joints. Depth of the pig lead and weight for joints shall be as given in this section above.

- The spigot of pipe fittings shall be centered in the adjoining socket by caulking.

Sufficiently turns of tarred gaskin will be given to leave unfilled depth of socket for depth of 45mm when the gaskin has been caulked tightly barrel and against the face of the socket. Molten pig lead shall then be poured to fill the remainder of the socket. The lead shall then be solidly caulked with suitable tools and hammer weighting not.

- For lead wool joints the socket shall be caulked with tarred gaskin, as explained above. The lead wool shall be inserted into the sockets and tightly caulked home skein with suitable tools and hammer of not less than 2 kg weight until joint is filled.

Testing: All cast iron pipes for drainage shall be tested to a hydraulic test of 3- meter head. Test for straightness shall be same as for stoneware pipe. A test register shall be maintained which shall be signed and dated by the Concessionaire, and representative of the Independent Engineer.

4. Clamps

- a. M.S. clamps shall be of standard design and fabricated from M.S. flat 40x3mm thick.

They shall be painted with two coats of black bitumen paint before fixing.

- b. Where M.S. clamps are to be fixed on RCC columns or slotted angles, walls or beam they shall be fixed with 40x3mm flat iron "U" type clamps with anchor fasteners of approved design or 6mm nuts and bolts.
- c. Structural clamps shall be fabricated from M.S. structural members e.g. rods, angles, channels flats. The Concessionaire shall provide all nuts bolts, welding material and paint the clamps with one coat of red oxide and two or more coats of block enamel paint. Wooden saddles, where required shall be provided free of cost.
- d. Slotted angle/channel supports on walls shall be provided. Angles/channels shall be fixed to brick walls with bolts embedded in cement concrete blocks and to RCC walls with suitable anchor fasteners. The spacing of support bolts horizontally shall not exceed 1m.
- e. Wherever M.S. clamps are required to be anchored directly to brick

walls, concrete slabs, beams of columns, nothing extra shall be payable for clamping arrangement and making good with cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 mm stone aggregate 20mm nominal size).

5. Traps

a. Nahni Traps or Floor Traps

Nahni Traps or floor traps shall be cast iron, deep seal with an effective seal of 50mm. The trap and waste pipes shall be set in cement concrete blocks firmly supported on the structural floor. The blocks shall be in 1:2:4 mix (1 cement:2 coarse sand:4 stone aggregate 20 mm nominal size) and extended to 40 mm below finished floor level. The Concessionaire shall provide all necessary shuttering and centering for the blocks. Size of the block shall be 30x30cms of the required depth.

b. Urinal Traps

Urinal Traps shall be cast iron P or S trap with or without vent and set in cement concrete blocks specified above without extra charge. Vitreous china channel with Openable cover shall be provided under the urinals.

c. Floor Trap inlet

Bathroom traps and connections shall ensure free and silent flow of discharging water. Where specified, the Concessionaire shall provide a special type cast iron inlet hopper without or with one, two or three inlet sockets to receive the waste pipes. Joint between waste and hopper inlet socket shall be lead caulked joint. Hopper shall be connected to a C.I. P. or S. trap with at least 50mm seal (Hopper and traps shall be paid for separately) floor trap inlet hoppers and the trap shall be set in cement concrete blocks as specified above without extra charge.

d. C.P. /Stainless Steel Gratings

Floor and urinal traps shall be provided with 100, 150 mm square or round C.P. / Stainless steel grating with frame of approval design and shape. Minimum thickness shall be 4-5 mm or as specified in the bill of quantities.

6. Jointing

Soil waste vent and rainwater pipes shall be jointed with refined pig lead conforming to IS 27-1977. A sufficient skein or jute rope shall be caulked to leave a minimum space for the pig lead as given in Rajasthan PWD Specifications /CPWD Specifications to pour in. After pouring the lead shall be caulked in the joint with request caulking tool and hammer. All surplus lead shall be cut and joint left 460 with rim of the socket neatly.

7. Cleanout Plugs

The Concessionaire shall provide cast brass cleanout plugs as required cleanout plugs shall be threaded and provided with keyholes for opening. Cleanout plugs shall be fixed to the pipe by a G.I. socket and lead caulked joint.

8. Waste Pipe from Appliances

- a. Waste pipe from appliances e.g. washbasins, sinks, urinals, bathtubs, water coolers shall be of galvanized steel, lead or PVC.
- b. All pipes shall be fixed in gradient towards the outfalls of drains. Pipes inside a toilet room shall be in chase. Where required pipes may be run at ceiling level in suitable gradient and supported on structural clamps. Spacing for clamps for such pipes shall be as follows:

Table 8: Pipe wise Spacing for Clamps

Pipes	Vertical Spacing (cm)	Horizontal Spacing (cm)
G.I. Pipes	300	240
P.V.C. Pipes	180	120
Lead pipes	120	120

c. Galvanized Pipes

Pipes shall be galvanized steel tubes, conforming to I.S.: 1239-1979 (medium class) and quality certificates shall be furnished. Pipes shall be provided with all required fittings e.g. Tees, couplings, bends, elbows, Unions, Reducers, Nipples, Plugs. All G.I. waste pipes shall be terminated at the point of connection with the appliance with an outlet of suitable diameter.

9. Lead Pipes

- a. Where specified, lead pipes shall be used for waste and connections to anti- siphonage pipes and W.C. connections.
- b. Lead pipes shall be seamless drawn pipes conforming to IS. 404 (part-I) 1977. Weight and wall thickness shall be as follows:

Table 9: Weight and Wall Thickness Details for Lead Pipes

Nominal I/D (mm)	Wall Thickness	Wt. Kg/m
32	2.6	3.28
40	2.6	3.95
50	2.7	5.07
75	2.7	7.48
100	2.7	9.88

- c. Lead pipes shall be straightened by wooden mandrel and bent to required shape by filling sand Connection between appliance, stacks or traps shall be made with solder joints. Solder shall be 64% lead and 36% pure tin. All lead waste pipes in exposed positions shall be painted with one coat of red primer and two or more coats of synthetic enamel paint

of approved quality and shade.

10. Polyethylene Pipes

- d. Where specified, polythene pipes shall be high-density polythene pipe confirming to IS: 4984-78. The details of the nominal outer diameter, weight and working pressure at 20 degree C shall be as per the above standards or as per manufacturers specifications subject to approval of the Independent Engineer.
- e. Polythene pipes may be cold bending to a radius of not less than eight times of their external diameter. Pipes bent for smaller radius may be made by not bending.
- f. Fittings used for polythene pipes shall be compression moulded fittings matching to the above specifications or for higher diameter, fabricated as per required specifications.
- g. Jointing
Jointing and fixing for polythene pipes shall be made as per manufacturer's specifications but generally by means of butt welding or detachable nuts or flanged joints or screwed joints. The type of joint shall be used as per the site conditions. The ultimate finish of pipe shall be complete as directed by the Independent Engineer.
- h. All pipes shall be tested after installation for a pressure equal to twice the maximum working pressure in the line.

11. Cement Concrete

Cast iron soil and waste pipes under floor, in concrete slabs and in wall chases (When cut specially for the pipe) shall be incased in cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 20mm size) 75 mm in bed and all- round. When pipes are running well above the structural slab, the encased pipes shall be supported with suitable cement concrete pillars of required height and size of intervals as directed by the Independent Engineer.

12. Painting

- a. H.C.I. soil waste vent and rainwater pipes in exposed location, in shafts and pipe spaces shall be painted with two or more coats of synthetic enamel paint to give an even shade.
- b. Paint shall be of approved quality and shade where directed pipes shall be painted in accordance with approved pipe colour code.
- c. Waste pipes in chase shall be painted with two coats at bitumen paint, covered with polythene tape and a final coat of bitumen paint. Exposed pipes shall be painted with two or more coats or synthetic enamel paint.
- d. C.I. soil and waste pipes below ground and covered in cement concrete

or lead pipes shall not be painted.

13. Cutting and Making Goods

Pipes shall be fixed and tested as building proceeds. The Concessionaire shall provide all necessary holes cut outs and chases in structural as building works proceeds. Wherever holes are cut or left originally, they shall be made good with cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) or cement mortar 1:2 (1 cement: 2 coarse sand) and the surface restored as in original condition.

14. Testing

- a. Before use at site all C.I. soil pipes shall be tested by filling up with water for at least 10 minutes. After filling, pipes shall be struck with a hammer and inspected for blowholes and cracks. All defective pipes shall be rejected and removed from the site within 48 hours. Pipes with minor sweating shall be accepted at the discretion of the Independent Engineer.
- b. Pipes shall be tested after installation, by filling up the stack with water. All openings and connections shall be suitably plugged. The total head in the stack shall however not 3m exceed.
- c. Alternatively, the Concessionaire may test all soil and waste stacks by a smoke testing machine. Smoke shall be pumped into the stack after plugging all inlet and connections. The top end shall however be left open. The stack shall then be observed for leakage and all defective pipes and fittings removed or repaired as directed by the Independent Engineer.
- d. A test register shall be maintained and all entries shall be signed and dated by the Concessionaire and the Independent Engineer.

3.3.4 Technical Specifications - Excavation and Pipelines

1. Excavation

The excavation for pipe works shall be open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in such cases the excavated soil shall be brought back later on for refilling the trenches or tunnel.

2. Opening out Trenches

In excavation the trenches, etc. the solid road metalling, pavements, curbing etc. and turf is to be placed on one side and preserved for reinstatement when the trenches or other excavation shall be filled up. Before any road metal is replaced, it shall be carefully shifted. The surface of all trenches and holes shall be restored and maintained to the satisfaction of the Independent Engineer and of the owners of the roads or other property traversed and the Concessionaire shall not cut out or

break down and live fence of trees in the line of the proposed works but shall tunnel under them, unless the Independent Engineer shall order to the contrary.

The Concessionaire shall grub up and clear the surface over the trenches and other excavations of all trees, stumps roots and all other encumbrances effecting execution of the work and shall remove them from the site to the approval of the Independent Engineer.

3. Obstruction of Roads

The excavation for pipe works shall be open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in cases the excavated soil shall be brought back later on for refilling the trenches or tunnel.

4. Removal of Filth

All night soil, filth or any other offensive matter met with during the execution of the works, immediately removed after it is taken out of any trench, sewer or cess pool, shall not be deposited on to the surface of any street or where it is likely to be a nuisance or passed into any sewer or drain but shall be at once put into the Carts and removed to a suitable place to be provided by the Concessionaire.

5. Excavation to be taken to Proper Depths

The trenches shall be excavated to such a depth that the pipes shall rest on concrete or on firm bedding as described in the several clauses relating to these to so that the inverts may be at the levels given in the sections. In bad ground the Independent Engineer may order the concessionaire to excavate to a greater depth and to fill up the excavation to the level of the sewers with concrete, broken stone, gravel or other materials.

6. Refilling

After the pipes or other work has been laid and proved to be water light, the trench or other excavations shall be refilled. Utmost care shall be taken in doing this, so that no damage shall be caused to sewer site and other permanent work. The filling in the hunches and upto 75 cm above the crown of the sewer shall consist of the finest selected materials placed carefully in 15 cm layers and flooded and consolidated. After this has been laid, the trench and other excavation shall be refilled carefully in 15 cm layers with materials taken from the excavation, each layer being watered to assist in the consolidation unless the Independent Engineer shall otherwise direct.

7. The Concessionaire to Restore Settlement and Damages

The Concessionaire shall at his own costs and charges make good promptly during the whole period the works are in hand, any settlement that may occur in the surfaces of roads, berms, footpaths, gardens, open spaces etc. whether public or private caused by his trenches or by his other excavations and he shall be liable for

any accidents caused thereby. He shall also at his own expenses and charges repair and make good and damage done to buildings and other property.

8. Disposal of Surplus Soil

The Concessionaire shall at his own costs and charges provide places for disposal of all surplus materials not required to be used on the works. As each trench is refilled, the surplus soil shall be immediately removed, the surface properly restored and roadways and sides left clear.

9. Timbering of Sewer and Trenches

a) The Concessionaire shall at all times support efficiently and effectively the sides of the sewer trenches and other excavations by suitable timbering, piling and sheeting and they shall be close, timbered in loose or sandy strata and below the surface of the sub soil water level.

b) All timbering sheeting and plinth with their walls and supports shall be of adequate dimensions and strength and fully braced and strutted so that no risk of collapse or subsidence of the walls of the trench shall take place.

c) The Concessionaire shall be held responsible and will be accountable for the sufficiency of all timbering, branches, sheeting and piling used as also for all damage to persons and property resulting from improper quality, strength, placing, maintaining or removing of the same.

10. Shoring of Buildings

The Concessionaire shall shore up all buildings, walls and other structures, the stability of which is liable to be endangered by the execution of the work and shall be fully responsible for all damages to persons or property resulting from any accident.

11. Removal of Water from Sewer, Trench etc.

The Concessionaire shall at all times during the progress of the work keep the trenches and excavations free from water which shall be disposed of by him in a manner as will neither cause injury to the public health nor to the public or private property nor to the work completed or in progress nor to the surface of any roads or streets, nor cause any interference with the use of the same by the public.

12. Width and Depth of Trench

The Independent Engineer shall have the power of giving an order in writing to the Concessionaire to increase the maximum width for excavation in trenches for various classes of sewer, manholes and other works in certain lengths, to be specifically laid down by him, where on account of bad ground or other unusual conditions, he considers that such increased widths are necessary in view of the site conditions.

3.3.5 Technical Specifications - Water Supply

1. Scope of Work

- a) Work under this section consists of furnishing all labour, material, equipment and appliances necessary and required to completely install the water supply system as required by the drawings, specified hereafter.
- b) Without restricting to the generality of the foregoing the water supply system shall include the following:
 - (i) All water lines to different parts of building and making connection from source etc.
 - (ii) Pipe protection and painting.
 - (iii) Providing hot water geysers/system and insulation of hot water pipe lines, wherever required.
 - (iv) Control valves, masonry chambers and other appurtenances.
 - (v) Connections to all plumbing fixtures, kitchen equipment, tanks and appliances.
 - (vi) Excavation and refilling of pipe trenches wherever necessary

2. General Requirements

- a) All materials shall be new of the best quality conforming to specifications. All works executed shall be to the satisfaction of the Independent Engineer.
- b) Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workmanlike manner.
- c) Short or long bends shall be used on all main pipelines as far as possible. Use of elbows shall be restricted for short connections.
- d) As far as possible all bends shall be formed by means of a hydraulic pipe bending machine for pipes up to 65mm diameter.
- e) Pipes shall be fixed in manner as to provide easy accessibility for repair and maintenance and shall not cause obstructions in shafts, passages etc.
- f) Pipes shall be securely fixed to walls and ceiling by suitable clamps at intervals specified.
- g) Valves and other appurtenances shall be so located as to provide easy accessibility for operations, maintenance and repairs.

3. G. I. Pipes, Fittings and Valves

- a) All pipes inside the buildings and where specified, outside the building shall be galvanized steel tubes conforming to IS 1239-1979 of class specified. When class is not specified they shall be medium class.
- b) Fittings shall be malleable iron galvanized fittings, approved make. All fittings shall have manufactures trade mark stamped on it. Fittings for G.I pipes shall include bends, tees, reducers, nipples, unions, bushes. Fittings shall of IS 1878 - (part I to X) 1975.

- c) Pipes and fittings shall be jointed with screwed fittings care shall be taken to remove burr from the end of the pipe after cutting by a round file. Genuine red lead with grummet and a few strands of fine hemp shall be applied.. Care shall be taken to avoid air pockets G.I. pipes inside toilets shall be fixed in wall chases well above the floor. No pipes shall be inside a sunken floor as far as possible. Pipes may be run under the ceiling or floors.

4. Clamps

G.I. pipes in shafts and other locations shall be supported by M.S. clamps of design approved by the Independent Engineer. Pipe in wall chases shall be anchored by iron hooks. Pipes at ceiling level shall be supported on structural clamps fabricated from M.S. structural as described in section II. Pipes in typical shafts shall be supported on slotted angles/ channels as specified elsewhere.

5. Unions

The Concessionaire shall provide adequate number of unions on all pipes to enable dismantling later Unions shall be provided near each gunmetal valve, stop cocks, or check valves and on straight runs as necessary at appropriate locations.

6. Flanges

Flanged connections shall also be provided on all equipments connections as necessary and required or as directed by the Independent Engineer. Flanges shall be of forged type and not casted. Connections shall be made by the correct number and size of the bolts and made with 3mm thick insertion rubber washer. Where hot water or steam connections are made insertion gasket shall be of 1.5 m thick compressed asbestos fibre gaskets approved by the Independent Engineer. Bolts hole diameter. For flange shall conform to match the specifications for C.I. sluice valve to IS 780-1984.

7. Trenches

All G.I. Pipes below ground level shall be laid in trenches shall have a minimum cover of 60 cm. Excavation for trenches shall be done as specified, but the width and depth of the trenches shall be as follows:

Table 10: Diameter wise Width & Depth of Trenches

Diameter of pipes	Width of Trenches	Depth of Trenches
15 mm to 50 mm	30 cm	75 cm
65 mm to 100mm	45 cm	100 cm

8. Where specified in the bill of quantities all G.I. pipes in trenches shall be protected with fine sand 15cm thick layer all-round before filling in the trenches.

9. Painting

- a) All pipes above ground shall be painted with one coat of red lead and two coats

of synthetic enamel paint of approved shade and quality. Pipe shall be painted to standard colour code.

- b) All pipes in chases and below floor shall be painted two or more coats of anti-corrosive bitumen paint.

10. Pipe Protection

Where specified in the Chapter of quantities all pipes in chase or below ground shall be protected against corrosion by applying two coats of bitumen paint, wrapping with polythene tape and finishing with one more coat of bitumen paint.

11. H.D.P.E. Threaded Pipes

- a) The H.D.P.E. pipe shall be a threaded type of GI standard i.e. having specifications equivalent of GI of IS 1239 medium class but confirming to IS 4984-78
- b) The H.D.P.E. pipe shall confirm to pressure rating of 10 kg/sq cm and shall only be used for internal cold water in the building.
- c) All other specification for laying and jointing shall conform to BIS so that GI pipe including for fitting etc., except no pipe protection is required in this case as specified in para 9.1, 9.2 and 10.

12. Gun Metal Valves

Valves 65mm diameter and below shall be heavy gunmetal full may valves are globe bulbs confirming to IS: 778-1971, 10kg/sq cm or 20 kg/cm square as specified in bill of quantities. Valves shall be attested at manufacturer's work and the same on it. All valves shall be approved by the Independent Engineer before they are allowed to be used on work. However the final responsibility of the quality of material lies with the Concessionaire.

13. Sluice valves

A valves 80mm diameter and above shall be CI double flanged sluice walls and/ or as specified in bill of quantities. Sluice valves shall be cast iron double flanged, with rising spindle is sluice valve shall be provided with wheels for valves in exposed position and kept for underground valves. The Concessionaire shall provide suitable operating keys for sluice valves with cap tops.

Sluice valves shall be best quality confirming to IS: 780-1969 of class specified.

14. Butterfly valves

Butterfly valves shall be C.I. as per IS 13095-1991 and having C.I. body, epoxy power coated disc, nitrile rubber sheet and all other detail as per requirement. The valves shall be jointed with flanged joints. The specification of the flanges

shall be as per I.S.-6392-1971.

Valve up to 150 mm diameter shall be either hand lever or cap operated and from 200mm diameter and above shall be gearbox operated.

15. Testing

- a) All pipes, fittings and valves shall be tested by hydrostatic pressure of 7.5 kg/sq cm.

Pressure shall be maintained for a period of at least 120 minutes without any drop in the pressure after fixing at site. A test register shall be maintained and all entries shall be signed and dated by the Concessionaires and the Independent Engineer.

- b) In addition to the sectional testing carried out during the construction, the Concessionaire shall test the entire installation after connections to the overhead tanks or pumping system or mains. He shall rectify all leakages and shall replace all defective materials in the system. Any damage done due to carelessness, open or burst pipes or failure of fittings, to the building, furniture and fixtures shall be made good by the Concessionaire.
- c) After commissioning of the water supply system, the Concessionaire shall test each valve by closing and opening it a number of times to observe if it is working efficiently. Valves, which do not effectively operate, shall be replaced by new ones and the same shall be tested as above.

16. Insulation

- a) Magnesia Insulation

Hot water pipe fixed in case shall be insulated by wrapping 6mm thick asbestos dipped in 85% magnesia solution around the pipes and finished with a port of 1:3 cement plaster mixed with rapid hardening cement.

- b) External hot water pipes in shafts floors and trenches shall be insulated by 2 layers of 6mm thick insulation and then will be having finished smooth surface with 12mm thick cement plaster (two layers of 6mm thick or mix 1:2 Portland cement and fine sand).

17. Cast Iron Pipes s/s

- a) Where specified pipes 80mm id and above shall be S/S spun cast iron pipes' conforming to IS 1536-1967. Pipes shall be of maximum lengths available and suitable for moulded rubber joints.
- b) Fittings shall be S/S cast iron conforming to IS 1538-1967.
- c) Laying Pipes
- (i) Pipes shall be laid out in open trenches with a minimum cover of 75 cm over the crown of the pipes. Width of the trench shall be nominal pipe

diameter plus 45 cm with a minimum of 60 cm.

- (ii) Pipes may be laid on RCC slabs/rafts and shall be supported by bricks pillars at intervals not exceeding 2.4 m.
 - (iii) The socket of the pipes shall be laid facing the flow (the water should enter from socket end)
 - (iv) Pipes should be kept thoroughly clean during the course of laying. Each end shall be blocked by a thick block of wood and wedged at the end of each day's work to prevent dirt and animals from entering the pipes.
- d) Joints for pipes and between spun pipes and C.I. fittings, collars, etc. shall be made with moulded rubber and refined pig lead conforming to IS 27 2977 respectively. The spigot of the pipe of fittings shall be centered in the adjoining socket by caulking. Sufficient turns of tarred gaskin shall be caulked to leave required depth on the socket for lead. After pouring the lead, it shall be solidly caulked with suitable tools and hammers. Depth and weight of lead shall be:

Table 11: Pipe Diameter wise Depth and Wight of Lead

Pipe diameter	Weight of lead/joint	Depth of lead
80 mm	1.8 kg	45 mm
100 mm	2.2 kg	45 mm
150 mm	3.4 kg	45 mm
200 mm	5.0 kg	50 mm
250 mm	6.1 kg	50 mm
300 mm	7.2 kg	55 mm

e) Rubber Joint

Joints between two pipes shall be made by premoulded rubber joints with suitable tackles in a manner recommended and approved by the manufacturer. No joints shall be covered until the lines are hydraulically tested.

f) Lead Caulked Joints

- (i) Joints between pipes and C.I. fittings shall be made with refined pig lead. The spigot of the pipe shall be centered in the adjoining socket by caulking sufficient turn of tarred gaskin, which will be caulked into the joint to leave a depth of 45 mm for pig lead. Molten pig lead shall then be poured into the joint in one pouring. The lead shall then be solidly with suitable tools and hammers.

- (ii) The Concessionaire may use lead wool joints in wet trench conditions.

g) Anchor Blocks

Suitable anchor blocks shall be provided at all bends and tees to encounter the excessive thrust development due to water hammer.

18. Valves

a) Air Valves

- (i) Air valves shall be provided in all high points in the system to prevent air locks.
- (ii) Air valves shall be of single acting heavy duty brass spring type.

b) Scour Valves

Scour valves shall be provided at all low points in the system. Valves shall be gunmetal full way valves for sizes 50 mm diameter. And below and butterfly valves 65 mm diameter and above.

c) Sluice Valve

- (i) Sluice valve shall be socket type or double flanged type confirming to IS 780.
- (ii) Joints for socket valves shall be lead caulked joints as specified above.
- (iii) Joints for double flanged sluice valve shall be made with suitable tail/socket pieces on pipe line and flanges joints made with 3mm thick insertion rubber gasket with appropriate number of bolts, nuts, washers etc.

19. Fire Hydrants

- a) Fire hydrant shall be cast iron stand post type with 63mm diameter instantaneous gunmetal outlets conforming to I.S. 908
- b) Each fire hydrant shall be provided with an 80 mm cast iron sluice valve, duct foot bend and a suitable 63 mm diameter flanged cast iron pipe for correcting the installation height of the hydrant.

20. Valve chambers

The Concessionaire shall provide suitable brick masonry chambers in cement mortar 1:5 (1 cement: 5 coarse sand) on cement concrete foundations 150 mm thick 1:4:8 mix (1 cement: 4 fine sand: 8 graded stone aggregate 40 mm nominal size) 15 mm thick cement plaster of 1:4 (1 cement: 4 coarse sand) inside and outside finished with a floating coat at neat cement inside with casts iron surface box approved by fire brigade including excavation, back filling complete.

Valve chamber shall be of following size: For depth 90 cms - 60 x 60 cms

For depths upto 100 cms beyond-120x120 cms

21. Testing

- a) All pipes, fitting and valves shall be tested by hydrostatic pressure of 7.5 kg/sq.cm.

Pressure shall be maintained for a period of at least 120 minutes without any drop in the pressure after fixing at site. A test register shall be maintained and

all entries shall be signed and dated by the Concessionaires and the Independent Engineer.

- b) In addition to the sectional testing carried out during the construction, the Concessionaire shall test the entire installation after connections to the overhead tanks or pumping system or mains. He shall rectify all leakages and shall replace all defective materials in the system. Any damage done due to carelessness, open or burst pipes or failure of fittings to the building, furniture and fixtures shall be made good.
- c) After commissioning of the water supply system, the Concessionaire shall test each valve by closing and opening it a number of times to observe if it is working effectively. New ones shall replace valves, which do not effectively operate, and the same shall be tested as above.

22. Intentionally left blank

23. Disinfective

- a) After completion of the work, the Concessionaire shall flush clean the entire system with the city's filtered water after connection has been made.
- b) After the first flushing, add commercial bleaching powder or achieve a dosage of 2 to 3 mg/l of water in the system added and flushed. This operation should be performed twice to ensure that the system is fully disinfected and usable.

24. Pre-commissioning

- a) Ensure that all pipes are free from debris and obstructions.
- b) Check all valves and fire hydrant for effective opening and closing action. Defects should be rectified or valves replaced.
- c) Ensure that all connections to branches have been made.
 - (i) Ensure that mains have been connected to the respective pumps, underground and overhead tanks.
 - (ii) Water supply should be available at main underground tank. (c) All main line valves should be closed.

25. Commissioning

- a) Fill tank with water. Add 1 kg fresh bleaching powder after making a solution to be added near inlet.
- b) Start water supply pumps and allow water to fill main underground tank. Water will first fill the fire tank and then overflow to the domestic tanks.
- c) After filling overhead reservoirs drain the same to its one forth capacity through tank scour valve (this is to ensure removal of all mud, debris etc. from the tank).
- d) Fill overhead tank to full.

- e) Release waste in the main lines by opening valves in each circuit. Drain out water in the system through system scour valve or fire hydrant in lower regions. Ensure clean water in now coming out of the system.
- f) Open valves for individual cluster. Observe for leakages or mal function, check pressure and flow at end of line by opening hydrants etc. Remove and rectify defects notice.
- g) Check all fire hydrants for proper operation by opening each valve and allowing water to flow for few minutes. Also check for effective closure of valve.
- h) The entire water supply system should be disinfected with bleaching powder and system flush cleaned.
- i) Send four samples of water drawn from four extreme locations for testing for bacteriological in sterilized bottles obtained from the concerned laboratory. (Laboratory personal may collect the samples themselves).

26. Responsibility

Responsibility for various activities in pre commissioning and commissioning procedures will rest with the Concessionaire.

3.3.6 Technical Specifications - Sewerage/Drainage System

1. Scope of Work

- a) Work under the section shall consist of furnishing all labour materials equipment and appliances necessary and required to completely finish sewerage / drainage system as required by the proposal approved and specified hereinafter.
- b) Without restricting to the generality of the foregoing the sewerage / drainage system shall include
 - (i) Internal / External sewer line.
 - (ii) Excavation including refilling etc.
 - (iii) Construction of collection chambers manholes and drop connections.
 - (iv) Construction of grease trap etc.
 - (v) Construction of external sewer line.
 - (vi) Storm water drainage and disposal.

2. General Requirements

- a) All materials shall be new of the best quality conforming to specifications and subject to the approval of the Independent Engineer.
- b) Drainage lines shall be laid to the required gradients and profiles
- c) All drainage work shall be done in accordance with the local municipal byelaws

- d) Concessionaire shall obtain necessary approval and permission for the drainage system from the municipal or any other competent authority.
- e) Location of all manholes, catch basins, etc. shall be confirmed by the Independent Engineer before the actual execution of work at site.
- f) All works shall be executed as directed by the Independent Engineer.

3. Alignments and grade

The sewers and storm water lines shall be laid to alignment and gradient shown on the drawings but subject to such modifications as shall be ordered by the Independent Engineer from time to time to meet the requirements of the works. No deviations from the lines depths of cutting or gradients of sewer shown on the plans and sectors shall be permitted except to the direction in writing of the Independent Engineer.

4. Excavation

- a) The excavation for sewers and storm water drains shall be in open cutting unless the permission of the Independent Engineer for the ground to be tunnelled is obtained in writing. Where sewers have to be constructed along narrow passages, the Independent Engineer may order the excavation to be made partly in tunnel and in such cases the excavated soil be brought back later on for refilling the trenches or tunnel.

- b) Opening Out Trenches

In excavation the trenches, etc., the soiling roads, metalling, pavement, kerbing etc., and turf shall be placed on one side and preserved for reinforcement when the trenches or other excavation shall be filled up. Before any road metal is replaced, it shall be carefully shifted. The surface of all trenches and holes shall be restored and maintained to the satisfaction of Authority/Independent Engineer.

the Independent Engineer and of the owners of the roads or other property traversed and the Concessionaire shall not cut out or break down any live fence of trees in the line of the proposed works but shall tunnel under them, unless the Independent Engineer shall order to the contrary.

- c) Obstruction of Roads

The Concessionaire shall not occupy or obstruct by his operation more than one half of the width of any road or street and if insufficient space shall then be left for public and private transit, he shall remove the materials excavated and bring them back again when the trench is required to be refilled. The Concessionaire shall obtain the consent of the Independent Engineer in writing before closing any road to vehicular traffic and the foot walks must be clear at all times.

d) Removal of Filth

All night soil, filth or any other offensive matter is met with during the execution of works, immediately after it is taken out of any trench, sewer or cess pool, shall not be deposited on the surface of any street or where it is likely to be a nuisance or passed into any sewer or drain but shall be at once put into the carts and removed to suitable place to be provided by the Concessionaire.

e) Excavation to be taken to Proper Depth

The trenches shall be excavated to such a depth that the sewer shall rest on concrete described by the several clauses relating thereto and so that the inverts may be at the levels given the sections. In bad ground, the Independent Engineer may order the Concessionaire to excavate to a greater depth than that shown on the drawings and to fill up the excavation to the level of the sewer with concrete, broken stone, gravel or other materials.

f) Refilling

After the sewer or other work has been laid and proved to be water tight, the trench or other excavations shall be refilled. Utmost care shall be taken in doing this, so that no damage shall be caused to the sewer and other permanent work. The filling in the haunches and upto 75 cm above the crown of the sewer shall consist of the finest selected materials place carefully in 15 cm. Layers and flooded and consolidated. After this has laid the trench and other excavation shall be refilled carefully in 15 cm layers with materials taken from the excavation, each layer being watered to assist in the consolidation unless the Independent Engineer shall otherwise direct.

g) The Concessionaire to restore settlement and damages

The Concessionaire shall at his own costs and charges, make good promptly during the whole period, the work are in hand, any settlement that may occur in the surfaces of roads, berms, footpaths, gardens, open spaces, etc., whether public or private caused by his trenches or by his other excavations and he shall be liable for any accidents caused thereby, he shall also, at his own expenses and charges repair and make good any damage done to buildings and other property.

h) Disposal of Surplus Soil

The Concessionaire shall at his own costs and charges provide places for disposal of all surplus materials not required to be used on the works. As each trenches refilled the surplus soil shall be immediately removed, the surface properly restored and roadways and sides left clear.

i) Timbering of sewer and trenches

The Concessionaire shall at all times support efficiently and effectively the

sides of the sewer trenches and other excavation by suitable timbering, piling and sheeting and they shall be closed, timbered in loose or sandy strata and below the surface of the sub-soil water level.

All timbering sheeting and piling with their walling supports shall be adequate dimensions and strength and fully braced and strutted so that no risk of collapse or subsidence of the walls of the trench shall take place.

The Concessionaire shall be held responsible and will be accountable for the sufficiency of all timbering, bracing, sheeting and piling used as also for, all damage to persons and property resulting from improper quality, strength, placing maintaining or removing of the same.

j) Shoring of building

The Concessionaire shall shore up all buildings, walls and other structures, the stability of which is liable to be endangered by the execution of the work and shall be fully responsible for all damages to persons or property resulting from any accident.

k) Removal of water from sewer, trench etc.

(i) The Concessionaire shall at all times during the progress of the work keep the trenches and excavations free from water which shall be disposed of by him in a manner as will neither cause injury to the public health nor to the public or private property nor to the work completed or in progress nor to the surface of any roads or streets, nor cause any interference with the use of the same by the public.

(ii) If any excavation carried out at any point or points to a greater width than the specified cross section of the sewer with its envelope, the full width of the trench shall be filled with concrete by the Concessionaire.

l) Width of Trench

The Independent Engineer shall have power by giving an order in writing to the Concessionaire to increase the maximum width for excavation in trenches for various classes of sewer, man holes and other works in certain lengths to be specifically laid down by him, where on account of bad ground or other unusual conditions, he considers that such increased widths are necessary in view of the site conditions.

5. Salt Glazed Stoneware Pipes

a) Stoneware pipes shall be first class quality salt glazed and free from rough texture inside and outside and straight. All pipes shall have the manufacturer name marked on it and shall comply to IS 651-1971. Approved makes [PERFECT or BURN].

b) Laying and jointing of stone ware salt glazed pipes

- (i) Pipes are liable to be damaged in transit and not withstanding tests that may have been made before dispatch each pipe shall be examined carefully on arrival at site. Each pipe shall be rung with a wooden hammer or mallet and those that do not ring true and clear shall be rejected. Sound pipes shall be carefully stacked to prevent damage. All defective pipes should be segregated, marked in a conspicuous manner and their use in the works prevented.
- (ii) The pipes shall be laid with sockets leading up hill and should rest on solid and even foundations for the full length of the barrel. Socket holes shall be formed in the foundation sufficiently deep to allow the pipe jointer room to work right round the pipe and as short as practicable to admit the socket and allow the joint to be made.
- (iii) Where pipes are not bedded on concrete the trench bottom shall be left slightly high and carefully bottomed up as pipe laying proceeds so that the pipe barrels rest on firm ground, if excavation has been carried too low it shall be made up with cement concrete (1:5:10) mix at the Concessionaire's expenses and charges.
- (iv) If the bottom of the trench consists of rock or very hard ground that cannot be easily excavated to a smooth surface, the pipes shall be laid on cement concrete bed to ensure even bearing.

c) Jointing of pipes

Tarred gasket shall first be wrapped round the spigot of each pipe and the spigot shall then be placed in to the socket of the pipe previously laid, the pipe then shall be adjusted and fixed in its correct position and the gasket caulked tightly home so as to fill not more than one quarter of the total length to the socket.

The remainder of the socket shall be filled with a stiff mix of cement mortar (1 cement:

1 clear sharp washed sand). When the socket is filled, a fillet should be formed round the joint with a trowel forming an angle of 45 degrees with the barrel of the pipe. The mortar shall be mixed as needed for immediate use and no mortar shall be beaten up & used after it has begun to set.

After the joint has been made and extraneous materials shall be removed from inside the joint with a suitable scraper "badger". The newly made joints shall be protected until set from the sun drying winds, rain or dust. Sacking or other materials, which can be kept damp, shall be used. The joint shall be exposed and spaces left all round the pipes for inspection by the Independent Engineer. The inside of the sewer must be left absolutely clear in bore and free round cement mortar or other obstructions throughout its entire length, and shall efficiently drain and discharge.

d) Testing

All lengths of the sewer and drain shall be fully tested for water tightness by means of water pressure maintained for not less than 30 minutes. Testing shall be carried out from manhole to manhole. All pipes shall be subjected to a test pressure of at least, 1.5 meter head of water at the highest point. Pressure shall, however, not exceed 1.5 meter head at any point. The pipes shall be plugged preferably with standard design plugs with rubber plugs on both ends. The upper end shall, however, be connected to a pipe for filling with water and getting the required head.

A test register shall be maintained which shall be signed and dated by Concessionaire and Independent Engineer.

6. Gully Traps

- a) Gully traps shall be of the same quality as described for stoneware pipes in Clause 5 above.
- b) Gully traps shall be fixed in cement concrete 1:4:8 mix and brick masonry. Chamber 30x 30cm C.I. sealed cover and frame weighing not less than 7.3 Kg to be constructed as per standard drawings. Where necessary, sealed cover shall be replaced with C.I. grating of the same size (1 Cement: 4 Coarse: 8 stone aggregate 40 mm nominal size).

7. Reinforced Cement Concrete Pipes

- a) All underground storm water drainage pipes and sewer lines where specified (other than those specified cast iron) shall be centrifugally spun RCC pipes of specified class. Pipes shall be true and straight with uniform bore throughout. Cracked, wrapped pipes shall not be used on the work. All pipes shall be tested by the manufacturer and the Concessionaire shall produce, when directed, a certificate to the effect from the manufacturer.

b) Laying

R.C.C. spun pipes shall be laid on cement concrete bed or cradle as specified and shown on the detailed drawings. The cradle may be precast and sufficiently cured to prevent cracks and breakage in handling. The invert of the cradles shall be left 12mm below the invert level of the pipe and properly placed on the solid to prevent any disturbance. The pipe shall then be placed on the bed concrete of cradles and set for the line gradient by means of sight rails and boning rods, etc. Cradles or concrete bed may be omitted, if directed by the Independent Engineer.

c) Jointing

After setting out the pipes the collar shall be centered over the joint and filled in with tarred gaskin, so that sufficient space is left on either side of the collar to receive the mortar. The space shall then be filled with cement mortar (1

cement: 2 fine sand) and caulked by means of proper tools. All joints shall be finished at an angle of 45 degrees to the longitudinal axis of the pipe on both sides of the collars neatly.

d) Testing

All pipes shall be tested to a hydraulic test of 1.5 m head for at least 30 minutes at the highest point in the section under test. Test shall also be carried out similar to those for stoneware pipes given in this chapter. The Concessionaire shall also carry out the smoke test. A test register shall be maintained which shall be signed and dated by Concessionaire/ Independent Engineer.

8. Cast Iron Pipes for Drainage

- a) All drainage lines passing under building, floors and roads with heavy traffic, in exposed position above ground e.g. service floor and basement ceiling shall be cast iron pipes.
- b) Cast iron pipes shall be centrifugally spun cast iron pipes conforming to IS 1536-1967.

Quality certificate shall be furnished.

c) Fittings and Inspection Chambers

Fittings used for C.I. drainage pipes shall conform to IS 1538-1967. Wherever, possible junction from branch pipes shall be made by a Y tee. Cleanout plugs shall be provided on head of each drain and at locations indicated on plans or as directed by independent Engineer. Cleanout plugs shall be of size matching the full bore of the pipe. Plugs shall be made from G.I. coupling caulked into the socket of the pipe for fitting. The end of the provided with a brass screwed plugs with suitable key for opening.

d) Laying

- (i) All cast iron pipes and fittings shall be joined with best quality soft pig lead (conforming to IS 279-1977) which shall be free from impurities.
- (ii) The spigot of pipe of fittings shall be centered in the adjoining socket by caulking.

Sufficient turns of tarred gaskin will be given to leave unfilled the required depth of socket for depth 45 mm when the gaskin has been caulked tightly home jointing ring shall be placed round the barrel and against the face of the socket. Molten pig lead shall then be poured to fill the remainder of the socket. This shall be done in one pouring. The lead shall then be solidly caulked with suitable tools and hammers weighing not less than 2 kg. For lead wool joints the socket shall be caulked with tarred gaskin as explained above. The lead wool shall be inserted into the sockets and tightly caulked home by gaskin with

suitable tools and hammers of not less than 2 kg.

- (iii) For the lead wool joints the socket shall be caulked with tarred gaskin, as explained above. The lead wool shall be inserted into the sockets and tightly caulked home by gaskin with suitable tools and hammers of not less than 2kg weight until joint is filled.

e) Testing

All cast iron pipes for drainage shall be tested to a hydraulic test of 3-meter head. Test for straightness shall be same as for stoneware pipe given in point 5.4 of Clause 4.3.6 of Chapter 4. A test register shall be maintained which shall be signed and dated by Concessionaire and Independent Engineer.

9. Cement Concrete and Masonry Works (for manholes and chambers, etc.)

- Water: Water used for all constructional purpose shall be clear and free from oil, acid, alkali, organic and other harmful matters, which can deteriorate the strength and / or durability of structure. In general, the water suitable for drinking purpose shall be considered as good enough for constructional purposes.
- Aggregate For Concrete: The aggregate for concrete shall be in accordance with I.S. 383 and I.S. 515 in general; these shall be free from all impurities that may cause corrosion of the reinforcement. Before actual use these shall be washed in water, if required as per the direction of Independent Engineer. The size of the coarse aggregate shall be done as per IS 383.
- Sand: Sand for various constructional purposes shall comply in all respects with I.S. 650 and I.S. 2116. It shall be clean, coarse hard and strong, sharp, durable, uncoated, free from any mixture of clay, dust, vegetable matter, mica, iron impurities soft or flaky and elongated particles, alkali, organic matter, salt, loam and other impurities which may be considered by the Independent Engineer as harmful for the construction.
- Cement: The Cement used for all construction purpose shall be ordinary Portland cement or rapid hardening Portland cement conforming to I.S. 269. (e) Mild Steel Reinforcement. The mild steel for reinforcement bars shall be in the form of round bars conforming to all requirements of IS 432 (Grade I).
- Bricks: Bricks shall uniform colour, thoroughly burnt but not over burnt, shall have plan rectangular faces with parallel sides and sharp right-angled edges. They should give ringing sound when struck. Brick shall not absorb more than 20% to 22% of water, when immersed in water for 24 hours. Bricks to be used shall be approved by the Independent Engineer.
- Other Materials: Other materials not fully specified in these specifications and which may be required in work shall conform to the latest IS All such material shall be approved by the Independent Engineer before use.

a) Cement Concrete (Plain or Reinforced)

- (i) Cement concrete pipes bedding, cradles, foundations and R.C.C. slabs for all works shall be, mixed by a mechanical mixer where quantities of the concrete poured at one time permit, hand mixing on properly constructed platforms may be allowed for small quantities by the Independent Engineer.
- (ii) Concrete works shall be of such thickness and mix
- (iii) All concrete work shall be cured for a period of at least 7 days. Such work shall be kept moist by means of gunny bags at all times. All pipes trenches and foundations shall be kept dry during the curing period.

b) Masonry Work

Masonry work for manholes, chambers, septic tanks and other such works as required shall be constructed from stone. All joints shall be properly raked to receive plaster.

c) Cement Concrete for Pipe Support

- (i) Wherever specified or shown on the drawings all pipes shall be supported in bed and all round or in haunches. The thickness and mix of the concrete shall be of appropriate width of the bedding.
- (ii) Unless otherwise directed by the Independent Engineer, cement concrete for bed, all round or in haunches shall be laid as follows.
- (iii) R.C.C. Pipes or C.I. pipes may be supported on brick masonry or precast R.C.C. or in situ cradles.
- (iv) Pipes in loose soil or above ground shall be supported on bricks or stone masonry pillars.

Table 12: Mix of Concrete for Pipe Support

Pipes	Upto 1.5 m depth	Upto 1.5 m depth	Beyond 3 m depth
Stoneware pipe in open ground (no sub soil water)	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
RCC or SW pipes in sub soil water	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
GI pipe (in all conditions)	Sand filling	Sand filling	Sand filling
RCC pipes or CI pipes under road or building	All round 1:3:6	In haunches 1:3:6	All round 1:2:4
(1=1 cement ; 3-6 = coarse sand ; 6-12 = stone aggregate 20 mm nominal size)			

10. Manhole and Chambers

- a) All manholes, chambers, septic tanks and other such works as specified shall be constructed in RR Stone Masonry (1:6) I.S. (1 cement: 6 coarse sand).
- b) All manholes, chambers, septic tanks, etc, shall be supported one base of cement concrete of such thickness and mix.

- c) All manholes shall be provided with cement concrete benching in 1:2:4 mix (1 cement 2 coarse sand 4 stone aggregate 20 mm nominal size) The benching shall have a slope of 10 cms towards the channels. The depth of the channel shall be full diameter of the pipe. Benching shall be finished with a floating coat of neat cement.
- d) All manholes shall be plastered with 25 mm thick cement mortar 1:3 mix (1 cement 3 coarse sand) in finished with a floating coat of neat cement inside. Manholes shall be plastered outside as above but with rough plaster.
- e) All manholes with depths greater than 1 m shall be provide with Ferro Cement Foot Steps.
- f) All manholes shall be provided with cast iron covers and frames and embedded in reinforced cement concrete slab. Weight of cover and frame shall be approximately chosen.
- g) Size of Manhole should not be less than 1500 x 900 mm in normal circumstances. Circular manhole shall be construction with minimum 1 meter internal dia.
- h) Drop Connection
 - (i) Drop connections shall be provided between branch sewer and main sewer or in the main sewer itself in the steep ground when the difference in the invert level of the two exceeds 45 cm of the required size.
 - (ii) Drop connections from the gully trap to main sewer on rectangular manholes shall be made inside the manhole and shall have H.C.I. special type door on top and heel rest bend at bottom connected by a H.C.I. pipe. This pipe shall be supported by holder bat clamp at 180 cm intervals with one clamp for each drop connection. All joints shall be lead caulked joints 25 cm deep.
 - (iii) Drop connections from branch sewer to main sewer shall be made outside the manhole wall with glazed stone ware pipe tee connection, vertical pipe and bend at the bottom. The top of the tee shall be finished up to the surface level and provided with a C.I. hinged type frame and cover 30 cm x 30cm. The connection shall be embedded in the cement concrete 1:2:4 mix 15 cm all round the pipe and tee upto the surface chamber of the tee.
 - (iv) Drop connection made from vertical stack directly into the manhole shall not be considered as drop connection.

3.3.7 Technical Specifications - Fire Hydrant System

1. Scope of work

Work under this section shall consist of furnishing all labour, materials, equipment and appliances necessary and required to completely install wet. Riser fire system as required by the drawings and specified hereinafter or given in this Chapter of

quantities. Without restricting to the generally of the foregoing, the fire hydrant system shall include the following:

- a) Black steel mains including valves, hydrants and appurtenances.
- b) Black steel pipe fire risers within the building
- c) Landing valves, canvas hose pipes, hose reels, hose cabinets, fire brigade connections to pumps, appliances and pressure reducing devices.
- d) Excavation, anchor blocks and valve chamber.

2. General Requirements

All materials shall be of the best quality conforming to the specifications and subject to the approval of the employer. Pipes and fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workmanlike manner.

Pipes shall be fixed in a manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts passages, etc. Pipes shall be securely fixed to walls and ceilings by suitable clamps at intervals specified. Only approved type of anchor fasteners shall be used for R.C.C. ceilings and walls. Valves and other appurtenances shall be so located that they are easily accessible for operations, repairs and maintenance.

3 Pipes and fittings for Internal Work

4 Jointing

M.S. Pipes: Pipes 50 mm diameter, and below shall be provided with metal to metal tapered threaded joints. Red lead shall be used for lubrication and rust prevention.

Pipes 65 mm diameter and above shall be provided with electrical resistance welding, jointing shall be butt welded between pipe and fittings.

Joints between C.I and M.S. pipe shall be made by providing a suitable flanged tail or sockets piece and M.S. flanges on the M.S. pipe shall have appropriate number of holes and shall be fastened with nuts, bolts and 3 mm thick compressed asbestos gaskets.

5 Excavation

Excavation for pipe lines shall be open trenches to levels and grades shown on the drawings or as required at site Pipe lines shall be buried to a minimum depth of 1 to 1.5 meter or as shown on the drawings:

- a) Wherever required the Concessionaire shall support all trenches or adjoining structures with adequate timber supports.
- b) On completion of testing and painting, trenches shall be refilled with excavated earth in 15 cm layers and consolidated.
- c) Concessionaire shall dispose of all surplus earth within a lead of 200 meter or as directed by the Independent Engineer.

6. Anchor blocks

The Concessionaire shall provide suitable cement concrete anchor blocks of ample dimensions at all bends, tee connections and other places required and necessary for overcoming pressure thrusts in pipes. Anchor blocks shall be of cement concrete 1:2:4 mix (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal gauge).

7. Valves

Sluice valves 80mm diameter and above diameter shall be cast iron double flanged solid wedge, outside screw non rising stem, yoke type bonnet and two piece gland construction. The valves shall have renewable screwed body seat rings. Flanges shall have raised faces and serrated face finish and shall conform to IS 780-1984. Check valves shall be cast iron double flanged conforming to IS: 5312-1975 with cast iron steel body 13% chrome steel disc, hang pin and body seat ring.

8. Fire hydrants external hydrants

The Concessionaire shall provide external hydrant. The hydrants shall be controlled by a cast iron sluice valve. Hydrants shall have instantaneous type 63 mm diameter outlets. The hydrants shall be of gunmetal and flange inlet and single outlet conforming to IS: 908-1975 with G.I. duct foot bend and flanged riser of required height to bring the hydrant to correct level above ground.

The Concessionaire shall provide for each external fire hydrant two nos. of 63 mm diameter. 15 meter long rubberized fabric linen hose pipe with gunmetal male and female instantaneous type couplings machine wound with G.I. wire (hose to IS: 636 type 2 and couplings to IS: 903 with IS: certification) gunmetal branch pipe with 16 mm nozzle to IS: 903.

9. Internal hydrants

The Concessionaire shall provide on each landing and other locations, one single headed gunmetal landing valve with 63 mm diameter outlets and 80 mm inlet (IS: 5290-1969) with individual shut off valves and cast iron wheels. Landing valves shall have flanged inlet and instantaneous type outlet. Instantaneous outlet for hydrants shall be of standard pattern approved and suitable for fire brigade hoses. The Concessionaire shall provide for each internal fire hydrant station four numbers of 63 mm id 15 meter long rubberized fabric linen hose pipes with G.I. wire (Hose to I.S. 636 type 2 and couplings to IS: 903 with IS: certification), fire hose reel, gunmetal branch pipe with nozzle IS: 903 and fireman's axe.

Each hose box shall be conspicuously painted with the letters "FIRE HOSE".

10 Fire hose reels

The Concessionaire shall provide standard fire hose reels with 20 mm diameter high pressure rubber hose of 36.5 meter length with gunmetal nozzle with 5mm bore, and control valve, shut of nozzle connected wall mounted on circular hose reel of heavy duty mild steel construction and cast iron brackets. Hose reel shall conform to IS: 884-1969. The hose reel shall be connected directly to the M.S pipe riser through an independent connection.

11 Orifice flanges

Provide orifice flanges fabricated from 6 mm thick stainless steel plate to reduce pressure on individual hydrants to restrict the operating pressure to 3.5 kg/sqmt. The design of the orifice flanges shall be given by the Concessionaire as per the location and pressure conditions of each hydrant/hose reel.

12 Fire brigade connection

Provide gunmetal two or four way collecting head with 63 mm diameter instantaneous type inlet with built in check valve and 100/150 mm diameter outlet connection to the fire main grid and for tank filling, collecting head shall conform to IS 904-1965.

13 Draw off connection

a) Air valves

Provide 25 mm i/d. screwed inlet single acting brass air valve on all high points in the system on top of air cushion tanks.

b) Drain valve

Provide 50 mm id. G.I. pipe to IS: 1239 (Medium class) with 50 mm gunmetal full way valve for draining any water in the system in low pockets as directed by the Independent Engineer.

c) Hydrant/Valve Chambers

The Concessionaire shall provide suitable brick masonry chambers in cement mortar 1:5 (1cement: 5 coarse sand) on cement concrete foundations 150 mm thick 1:4:8 mix (1 cement:4 fine sand:8 graded stone aggregate 40mm nominal size) 15 mm thick cement plaster inside and outside finished with a floating coat of neat cement, inside with cast iron surface box approved by fire brigade including excavation, back filling, complete Valve chamber shall be of the following size:

For depths 100cm and beyond 120x120 cms

Weight of C.I. frame and cover shall be 38 kg.

14 Pipe protection

All pipes above ground and in exposed locations shall be painted with one coat of red- oxide primer and two or more coats of synthetic enamel paint of approved shade. All buried MS. Pipes shall be provided with protection against soil corrosion by applying two coats of coal tar hot enamel paint, two layers reinforced fiber glass tissue and finished with one coat of the above paint (as per IS: 10221)

15 Pipe support

All pipes shall be adequately supported from ceiling or walls from existing inserts by structural clamps fabricated from M.S. Structural, e.g., rods, channels, angles and flats. All clamps shall be painted with one coat of red lead and two coats of black enamel paint.

Where inserts are not provided the Concessionaire shall provide anchor fasteners. Anchor fastener shall be fixed to walls and ceilings by drilling holes with electrical drill in an approved manner as recommended by the manufacturer of the fasteners.

16 Testing

All pipes in the system shall be tested to a hydrostatic pressure of 14.5 kg/sq.cm. without drop in pressure for at least 2 hours.

17 Hose cabinets

Provide hose cabinets for internal/ external hydrants fabricated from 16 gauge MS sheet with single or double glass front door and locking arrangement with breakable glass key access arrangement, duly painted red with stove enamelled paint fixed to wall or self supported on floor as per site conditions. The cabinet shall also have a separate chamber to keep the key with breakable glass as per approved design. Hose cabinets shall be fabricated from 16 gauge MS sheet of fully welded construction with hinged double front door partially glazed with locking arrangement stove enamelled fire red paint with "FIRE HOSE" written on it prominently. Samples of hose cabinet for internal and external works are not approved from the Independent Engineer before installation at site.

3.3.8 Technical Specifications - Pumps and Ancillary Equipment

1. Scope of work

Work under this section shall consist of furnishing all labour, materials, Equipment and appliances necessary and required to completely install electrically operated pumps for fire hydrant and sprinkler installations as specified hereinafter. Without restricting to the generality of the foregoing, the pumps and the ancillary equipment shall include the following:-

- Electrically operated pumps with motors, base plate and accessories
- Alarm system with all accessories wiring and connections.
- Pumps suction and delivery headers, valves, air vessel & connections.
- Pressure gauges.
- Electrical switchboard, wiring, cabling, cable tray and earthing.

2. General requirements

Pumps shall be installed true level on suitable concrete foundations. Base Plate shall be firmly fixed by foundation bolts properly grouted in the concrete foundations. Pumps and motors shall be truly aligned by suitable instruments. All pumps connection shall be standard flanged type with appropriate number of bolts. Manufacturer's instructions regarding installation connections and commissioning shall be followed with respect to all pumps, switchgear and accessories.

3. Fire and jockey pumps

a) Pumping Sets

Pumping sets shall be multistage horizontal centrifugal multi-stage outlet pumps with cast iron body and bronze dynamically balanced impeller connecting shaft shall be stainless steel. Pumps shall be connected to drive by means of a flexible coupling with sheet metal guard. Pumps shall be provided with approved type of mechanical seals and pressure gauge with isolation cock on the delivery side. Pumps shall be capable of furnishing not less than 150% of the rated capacity at a head of not less than 65 % of the rated head. The shut off head shall not exceed 120% of the rated head.

b) Wet Riser Hydrant and Sprinkler Systems

Wet riser hydrant and sprinkler shall be pressurized through a set of pumps driven by electric motors. Desired pressure shall be created and maintained in the systems by means of main and Jockey pump sets. The working of the pumps sets shall be as under:

- Main pump for Hydrant and Sprinkler systems.
- Automatic start on reduction in the pressure in the system at pre-determined level.

Also manual start arrangement shall be made in case of failure of automatic start system.

- Pump set shall stop by manual operation only.
- Stand by main pump (Diesel Engine Driven)

In the event of failure in the operation of main pump sets for hydrants and sprinklers, the standby main pump shall come into operation when the pressure in the system is reduced to a pre-determined level. Also manual start arrangement shall be made in case of failure of automatic start arrangements. Pump set shall stop by manual operation only.

c) Jockey Pump

Starting and stopping of Jockey pump set shall be automatic at pre-determined levels.

However, arrangements for manual start and stop of the pump shall also be made. Jockey pump shall take care of small leakages in the piping system and pumps cushion tanks.

4. Electric Drive

Electrically driven pumps shall be provided with totally enclosed induction motors suitable for fire pumps. The motors should be rated not to draw more than 4.5 times the starting current. Motors shall be at least equivalent to the horse power required to drive the pump at 150% of its rated discharge. The motors shall be wound for class E insulation and windings shall be vacuum impregnated with heat and moisture resisting varnish, glass fibre insulated.

5. Diesel Engine

Diesel Engine shall be of suitable HP with individual heat assemblies. The engine shall be water-cooled and shall include heat exchanger and connecting piping strainer isolating and pressure reducing valves, bye-pass line complete in all respects. The Engine shall be of direct injection type with low noise and exhaust emission levels. The speed of engine shall match the pump speed for direct drive.

The engine shall be capable of being started without the use of the wicks, cartridge heater plugs or either at engine room temperature of 7 degree C. and shall take full load within 15 seconds from the receipt of the signal to start. The engine shall effectively operate at 38 degree C. ambient temperature at 150 meters above mean sea level. Noise level of the engine shall not exceed 105 db. (free field sound pressure) at 3 meters distance. The engine shall be self starting type up to 4 deg. C shall be provided with one 24 volts heavy duty D.C. battery, star term cutout, battery leads complete in all respects. One additional spare battery shall be provided. The battery shall have a capacity of 200 ampere hours and 640 amperes cold cranking amperage. Provide a battery charger of 10 to 15 amperes capacity with trickle and booster charging facility and regulators. Arrangement for starting shall be automatic on receiving the signal. But shut off shall be manual. The engine shall be provided with an oil bath or dry type air cleaner as per manufacturer's design. Engine shall be suitable for running on high speed diesel oil. The system shall be provided with a control panel with push button starting. Arrangement also wired to operate the engine on a differential pressure gauge.

The entire system shall be mounted on a common structural base plate with anti - vibration mounting, Dunlop make, and flexible connections on the suction and delivery piping. Provide one fully mounted and supported day oil tank fabricated from 6 mm thick MS sheet electrically welded of 8 hours working load but not less than 200 liters. Provide level indicators-low level and fill level in the day oil tank on the control panel through float switches and an air breather. Provide on exhaust pipe with suitable muffler (resident type) to discharge the engine gases to outside in open air as per site conditions (Concessionaire to check the site). Provide all accessories, fittings, and fixtures necessary and required for a complete operating engine set. The exhaust pipe shall be taken outside the Building with a number of bends (approx length 20 meters.) and shall be duly heat insulated with rain cover. The Concessionaire shall indicate special requirement, if any, for the ventilation of the pump room.

6. Base Plate

Pumps and motors shall be mounted on a common structural base plate with anti-vibration mounting.

7. Air Vessel

Provide one air vessel fabricated from 12 mm M.S. plate with dished ends & suitable supporting legs. Each air vessel shall be provided with a 100 mm diameter

flanged connection from pump, one 25 mm diameter. drain with valve, one gunmetal water level gauge and 25 mm sockets for pressure switches. The vessel shall be 450 mm diameter x 2000 mm high and tested to 28 kg / sqcm pressure.

The fire pumps shall operate on drop of 1 kg / sqcm pressure in the mains. The pump operating sequence shall be arranged in a manner to start the pumps automatically but should be stopped by starter push buttons only.

8. Vibration eliminators

Provide on all suction and delivery lines double-flanged reinforced neoprene flexible pipe connectors. Connectors should be suitable for a working pressure of each pump and tested to the test pressure give in the relevant heat. Length of the test connector shall be as per manufacturer details.

9. Switchboard cubicle

Provide and install one switch board cubicle of approved dust and vermin proof type fabricated from 16 gauge M.S. sheet and finished with synthetic enamel paint of approved shade and shall have plastic identification for different motors. The cubicle shall comprise of the following:-

- (a) Aluminum bus bar of rated capacity in a separate chamber with two additional share chambers.
- (b) Incoming main isolation switch fuse unit of required capacity HRC fuses.
- (c) Isolation switch fuse unit of required capacity HRC fuses, one for each motor.
- (d) Fully automatic auto transformer starters with push buttons one for each motor.
- (e) Fully automatic "STAR DELTA" starters with push buttons for jockey pumps.
- (f) Single phasing prevention for suitable rating for each motor.
- (g) Panel type ampere meters, one for each motor.
- (h) Panel type volt meter on incoming main with rotary selector switch to read voltage between phase to neutral and phase to phase.
- (i) Three neon phase indicating lamps on incoming main.
- (j) Two rotary switches for manual/ auto operations of fire and sprinkler pumps.
- (k) All interconnecting colour coded wiring from incoming main to switch gear, meters and accessories within the switchboard panel.

All switchgears and accessories shall be of approved make such as SIEMENS, ENGLISH ELECTRIC, LARSEN AND TOUBRO or equivalent as approved by the Independent Engineer. Switchboard cubicles shall be floor-mounted type.

10. Cables

The Concessionaire shall provide all power and control cables from the motor control centre to various motors and control devices. Cables should conform to IS: 1554 and carry BIS certification mark. Wiring cables should conform to IS: 694. All power and wiring cables shall be aluminium conductors PVC insulated armoured and PVC sheathed of 1.1 KW grade. All control cables shall have stranded

conductors. The cables shall be supplied in drums as far as possible and bear the manufacturer's identification mark. All cable joints shall be made in an approved manner as per accepted practice.

11. Earthing

There shall be two independent earthing stations at least 3 meters away from the pump room. The earthing shall consist of an earth tape connected to an independent plate made of C.I. having a conductivity of not less than 100% international standard. All electrical apparatus, cable boxes and sheath/ armour clamps shall be connected to the main bar by means of branch earth connections of appropriate size. All joints in the main bar and branch bar shall have the lapping surface properly tinned to prevent oxidation. The joints shall be revetted and sweated.

Earth plates shall be buried in a pit 1.2 x 1.2 meter a minimum depth of 3 meter below the ground. The connections between the main bars shall be made by means of three 10 mm brass studs and fixed at 100 mm centres. The pit shall filled with coke breeze, rock salt and loose soil. A.G.I.Pipe of 20mm i/d. with perforation on the periphery shall be placed vertically over the plate to reach ground level for watering. A brick masonry manhole 30 x 30 x 30 cm. size shall be provided to surround the pipe for inspection. A bolted removable link connecting main bar outside the pit portion leading to the plate shall be accommodated in this manhole for testing.

12. Commissioning

Commissioning of the systems shall commence only after:

- (a) All pipes, accessories, pumping set, fire alarms, etc., have been completely installed and tested.
- (b) The electrical connection has been made & direction of motors rotation checked.
- (c) Related works by other agencies has been completed in all respects.
- (c) Water supply is available in adequate quantity in the underground tank.
- (e) Basement drainage pumps are fully commissioned.
- (d) On completion of all related work given in para above, start pumping sets and develop desired pressures in both the systems.
- (e) Open one hydrant and test if pump starts at desired drop in pressure and the alarm operates. If required make adjustments and retest.

13. Maintenance manual

On completion of the entire work and successful commissioning, the Concessionaire shall hand over four copies of maintenance manuals of all equipment installed by him. Maintenance manuals shall include information relating to make, model No. year of manufacture for all electrical and mechanical equipments with names of local supplies or manufacturers' agents.

3.3.9 Technical Specifications - Commissioning for Fire-fighting System

1. Scope of Work

Work under this section shall consist of pre commissioning, commissioning, testing and providing guarantees for all equipments, appliances and accessories supplied and installed by the Concessionaire under this contract.

2. General Requirements

The Concessionaire shall provide all tools, equipments, metering and testing devices required for the purpose.

On award of concession, the Concessionaire shall submit a detailed proposal giving methods of testing and gauging the performance of the equipment to be supplied and installed under this contract.

3. Pre-commissioning

On completion the installation of all pumps, piping, valves, pipe connections, electrical wiring, motor control panels and water level controlling devices the Concessionaire shall proceed as follows:

Testing of M.C.C.:

- (a) Insulation resistance test with 500 volt megger, before and after high voltage test, on all power and control wiring.
- (b) High voltage test at 2000 volts A.C. for one minute on all power and control wiring.
- (c) Low voltage continuity test (t volts) on power wiring of each feeder, between bust bars and outgoing terminals with switches and conductors in closed position.
- (d) Low voltage continuity test (6 volts) on all control wiring.
- (e) Operation test for all feelers with only control supply made "ON" to ensure correctness of control wiring, operation of the various equipment used, such as push buttons, protective devices, indicating lamps and relays, etc. All conductors shall be checked for the presence of humming and chattering.
- (f) Earth continuity test with voltage not exceeding 6 volts between various non- current carrying metallic of equipment, steel work, etc., and the earth bus provided in the M.C.C.
- (g) Operation of all instruments and meters provided on the M.C.C.

4. Fire Protection System

- (a) Check all hydrant valves and if any valve is open than close it. Check that all suction and delivery connections are properly made.
- (b) Tests run and check rotation of each motor and correct the same required.

5. Pipe Work

Check all clamps, support and hangers provided for the pipes. Fill up pipes with

water and apply hydrostatic pressure to the systems as given in the specifications if any leakage is found. Rectify the same and retest the pipes.

6. Commissioning and Testing Fire Hydrant System

- (a) Pressurize the fire hydrant system by running the main fire pump and after attaining the required pressure shut off the pump.
- (b) Open by-pass valve and allow the pressure to drop in the system. Check that the jockeys pump cuts-in and cuts-out at the preset pressures. If necessary adjust the pressure switch for the jockey pump. Close by-pass valve.
- (c) Open hydrant valve and allow the water to flow into the fire water tank in order to avoid wastage of water. The main fire pump should cut-in the present pressure and should not cut-out automatically on reaching the normal line pressure. The main fire pump should stop only by manual push button. However, the jockey pumps should cut out as soon as the main pump starts.
- (d) Switch off the main fire pump and test check the diesel engine driven pump in the same manner as the electrically driven pump.
- (e) When the fire pumps have been checked for satisfactory working on automatic, open fire hydrant valves simultaneously and allow the hosepipes to discharge water into the fire tank to avoid wastages. The electrically driven pump should run continuously for eight hours so that its performance can be checked.
- (f) Diesel engine driven pump should also be checked in the same manner as given above by running for 8 hours.
- (g) Check each landing valve, male and female coupling and branch pipes for compatibility with each other. The Concessionaire shall replace any fitting, which is found to be incompatible and does not fit into the other properly. Landing valves shall also be checked by opening and closing under pressure.

7. Handing Over

The Concessionaire to the complete satisfaction of the Independent Engineer shall do all commissioning and testing. The Concessionaire shall also get the system approved from the local fire authorities and submit NOC received from the Fire Department /Authority.

8. Regulations, codes of practice, references and standards

The aspects of the design which are related to HSE must respect applicable Regulations, Codes of Practice and Standards. Those which are relevant to this project are listed below in order of priority. International codes and regulations shall be applied unless more stringent national rules exist. In case of conflict, priority shall be given according to the following list:

- National Regulations,

- Manufacturers Standards,
- International Codes and Standards.

9. National regulations

The Bus terminal project shall comply with the applicable International, National & State regulations.

10. Company standards

The design of project facility shall comply with the latest revisions of the State Safety Standards, Fire Brigade & International Codes, Specifications and design criteria as provided in the contract.

3.3.10 Technical Specifications - Installation of Tube well

a) Selection of site

The site where the employer wants to sink the tube well should be examined. Any previous data available with the Concessionaire, of the nearby areas should be made use to evolve suitable procedure for drilling, developing and testing etc

b) Drilling

The drilling shall be done in accordance with the specification contained in IS: 2800 Part_ I, 1979 and as described in Chapter of work

c) Drilling time log book

As the drilling progresses, and accurate drilling time logbook shall be maintained by the Concessionaire, indicating time taken to drill every two meters of depth where there is change of strata. This log will enable interpretation regarding the nature of formation (hard, soft, unconsolidated etc.), which has a bearing of water fielding capacity of the formation

d) Geological data

Samples of drill cuttings from different strata shall be collected at suitable intervals preferably at every two meters depth drilled or at closer intervals, if a change in strata is met with. After the drilling has reached sufficient depth all the samples of strata collected shall be got examined analyzed in a laboratory

e) Design and lowering of pipe assembly

The design and diameter of the housing pipe shall be as specified in the Chapter of work. The size and length of blind pipes and slotted shall be in accordance with the requirements to the strata met with, the expected discharge and the depth of tube well. The design of the pipe assembly for stainer pipe and column pipe shall be submitted by the Concessionaire and approved by the independent Engineer

f) Gravel packing

All gravel shall consist of hard well-rounded particles reasonably uniform in diameter meter and shall be of a size given in the Chapter of work

g) Developments of Tube well

The well shall be developed either by surging and agitating or by over pumping and back wash with an acceptable method may also be adopted with the consent of the independent engineer. The development process shall be continued until the stabilization of sand and gravel pack has taken place. The development of the tube well by over pumping should be done at 15% to 25% higher discharge than the expected discharge from the tube well

h) Grouting and sealing

Grouting and sealing of the tube may well be done, if required by the corporation depending upon the site conditions and quality of the discharge of the strata encountered. It should be applied in one continuous operation. Sealing of the tube well may be done by grouting angular space between bore and the housing pipe, thickness of grouting depending upon the quality of water

i) Handing over of the Tube well

The tube-well should be handed over to the employer in complete shape and closed by a well cap for the period between the completions of tube well and the installation of the pump set. The following information should be furnished by the Concessionaire on completion of the tube well

- Strata chart of the tube well indicating different types of soil met with at different depth.
- Samples of strata collected, neatly packed and correctly marked in sample bags/wooden box.
- Chart of actual pipes assemble lowered indicating size of pipes, depth range where slotted/ strainer pipes, depth ranges, where slotted/ strainer pipes have been used, depth and diameter of housing pipe, reduced level of the top of the housing pipe and diameter and depth of the bore hole.
- Geo hydro testing result of the borewell
- Position of every joint in the well assembly.
- Hours of development done by compressed air, pump set or by other means.
- Pumping water level at developed discharge
- Report of the samples of water got tested in the approved laboratories

j) Verticality and alignment

As per IS: 2800(part- II) 1980

3.3.11 List of IS Codes Relating to Plumbing Works

Vitreous

IS: 2556-1974

IS 2556-1981 (Part II)	IS: 2556-1984
Cast Iron Cistern	IS: 774-1984
Ball Valve	IS: 1703-1977
Cistern Brackets	IS: 775-1970
Toilet Seat Cover	IS: 2548-1983
Vitreous China Cistern	IS: 2326-1987
Sand Cast Iron Pipes & Fittings	IS: 1729-1979
Spun Cast Iron Pipes & Fittings	IS: 3989-1984
GI Pipes	IS: 1239-1979
Galvanizing for GI pipe	IS: 4736-1986
Pipe Threads	IS: 554-1985
Malleable Iron Fitting	IS: 1879-1987
Cast Iron Sluice Valves	IS: 780-1984
Full way valves	IS: 778-1984
Brass Ferrule	IS: 2692-1978
Stone Ware Gully Trap	IS: 651-1980
R.C.C. Pipes	IS: 458-1971
Cast Iron Class L.A. Pipes	IS: 1536-1989
Cast (Spun) Iron Fittings	IS: 1538-1976
Pig Lead	IS: 782-1966
Induction Motors	IS: 4691

3.4 Electrical Installation Works

3.4.1 General

1. General Requirements

- (a) Separate earth wire (Copper) will run for the light and power sockets
- (b) The main switches and BDB's shall be connected with thimbles /lugs duly crimped with crimping tools.
- (c) Only BIS mark or as per BIS copper cable should be used (as per list of approved makes attached) or equivalent as approved by the Independent Engineer.
- (d) The cable and connections should be done to the switchgear by suitable size glands.
- (e) The insulation test, continuity test, earthlings test & other electrical installation tests will be done by the bidder in the presence of the Independent Engineer at site work after the completion of the work
- (f) ELCB should be of approved makes as per list attached or equivalent as approved by the Independent Engineer.

- (g) The piano type accessories such as switches, sockets, ceiling roses etc., should be of BIS marked only.
- (h) The fans should be of approved makes as per list attached.
- (i) The fluorescent fitting, mirror optics fittings and street light fittings etc. should be of approved makes as per list attached.
- (j) The switch gear should be got approved from the Independent Engineer of work before installation at site.
- (k) The junction box from where wires lead to BDB shall be at least 100mm deep & 150 mm high and long enough to accommodate the conduit pipe in a straight line.
- (l) The light plug shall be tapped from nearby power by means of 1.5 sq mm (1/1.80 mm) cable through 20mm diameter conduit pipe and max. 1 no. light plugs can be tapped from the power plug, where there is no power plug separate circuit with 2.5 sq.m. cable shall be drawn for feeding the supply to the light plugs.
- (m) The Bakelite sheets to be provided should be of 3 mm thickness of makes HYLAM, FORMICA or any other make approved by the Independent Engineer.
- (n) Only BIS mark Batten Holders and Bakelite accessories shall be used or as approved by the Independent Engineer.
- (o) The work shall be carried out in strict accordance with the CPWD Specifications for electrical works in Govt. Buildings in the State and to the satisfaction of the Independent Engineer.
- (p) The C.I./M.S. fan box for suspension hook should be of size 4.5" diameter, 4" deep and of 16 gauge with 0.5" diameter (Plain steel for suspension hook. The rod should be projected 6" on each side of the box or the design of the fan box shall be as approved by the Independent Engineer.
- (q) The breaking up and making good of wall ceiling and floors shall be done by the Concessionaire at his own cost and to the entire satisfaction of the Independent Engineer of the work. No extra payment will be made for the same.
- (r) Looping in system, of wiring shall be adopted for all sub circuit wiring.
- (s) The size of Branch Distribution Board (BDB) shall be designed on the basis of 8 points (light, fan,) and light plug connected tone way of BDB and in case of 10/Amp. power plug points, two power plugs are to be connected to one way of 32 Amp. BDB's or one point per way 16 Amp. BDB's. This practice should strictly be followed for connecting points to way of the BDB's.
- (t) The G.I. Pipe for earthing purpose, for protection of earth wires should be class 'A' water quality.
- (u) Before energizing the system the following tests shall be given by the

Concessionaire so as to find out the installation to the relevant rules/regulations:-

- (i) Earth resistance test
- (ii) Earth continuity test of conduit pipe or other iron clad system etc.
- (c) Insulation test
- (iii) Polarity test
- (v) The control switch should not be installed at height less than 120 cm from floor level or as directed by the Independent Engineer or as per site requirement.
- (w) The bodies of branch distribution fuse board should be machine made with 1.60 mm thick solid steel sheet.
- (x) Grip fuse units of sheet metal/iron clad, switch & branch distribution fuse boards should be of N.C. type so as to have the facility of interchange ability.
- (y) Brass screws to fix brown Bakelite/white glazed or translucent back side Painted sheet cover 3 mm thick. This should be fixed by means of flat headed brass machines screws with brass ring washers underneath.
- (z) All conduit used in work shall be adequately bushed with P.V.C. bushes to prevent abrasion of insulation of conductor and shall also be bonded earth.
- (aa) The connection of earth wire with sheet metal/iron clad switch and branch distribution fuse boards or other metallic cases shall be according to the Indian Electricity Rules and made by means of suitable cable socket soldered at the end of earth wire.
- (bb) Welded conduit pipe (Screw type) made from 1.60mm thick sheet coated with two coats of approved paint shall be used. The conduit pipe shall be joined by means of screwed sockets so that it shall be electrically continuous throughout. The threads shall be free from grease oil etc. and no material of nature should be allowed to come in contact with the conduit. Sharp edges or bare should not be allowed to remain due to which insulation of conduit pipe is likely to be damaged.
- (cc) For the complete work of Electrical Installation, the Concessionaire shall provide circuit key diagram before the finalizing of bill for display at the important places in the Bus Terminal as per the instructions of the Independent Engineer.
- (dd) The electrical installation work shall be carried out in accordance with Indian Standard Code of practice for Electrical wiring installation IS: 732-1989 and IS: 2274-1963. It shall also be in conformity with the current Indian Electricity Rules & Regulations and Requirements of the local electricity supply authority and fire insurance regulation. Electrical work in general shall be carried out as per CPWD Specifications with upto date

amendment.

2. Scope of Work

The scope of work shall cover internal and external electrical works for proposed bus stand. The items/activities covered under internal electrical works shall include the following:-

- a) Main Distribution Boards, Sub Distribution Boards. Switch fuse unit/MCB isolators etc. complete in all respect.
- b) Cables from Main Distribution Board to Sub Distribution Boards. Submain Wiring from Main/Sub Distribution Boards to various final Distribution Boards.
- c) Point wiring of all lights points. Ceiling fan points, exhaust fan points, light Plug points, general power points, metal clad plug & socket outlet points etc., including supply and fixing of light and power accessories etc. complete in all respects.
- d) Light fixtures, ceiling fans, exhaust fans.
- e) Provision for telephone system consisting of conduit and cabling from telephone distribution board upto each outlet including main & sub tag blocks, telephone outlets incoming GI/SW pipe etc. complete in all respect.
- f) SW/GI pipes for cables, manholes, cable tray and other items required to complete with electrical installation work in all respects.
- g) Earthing of electrical installation complete in all respects.
- h) Scope of work shall include supply installation, testing and commissioning of complete electrical installation as described above.
- i) Providing standby Power by installation of D.G. set of suitable capacity.
- j) Sub-station work covering 11 KV Board, 11KV Cable, Transformer, LT Cable and main LT panel and Emergency panel etc.
- k) External cabling from Substation to various blocks.
- l) Obtain NOC from Electrical Inspector for the Electrical Substation

3. Standard and Regulations

All equipment, switchgear, cables and other items of work shall conform to Indian Standard specifications

The installation shall conform in all respects to Indian Standards Code of Practice for Electrical Wiring Installation IS: 732-1989. It shall also be in conformity with the current Indian Electricity Rules and the Regulations and Requirements of the Local Electric Supply Authority, Local laws/by laws in so far as these become applicable to the installation. Wherever these specifications call for a higher standard of

materials and/or workmanship than those required by any of the above regulations, these specifications shall take precedence over the said regulations and standard. In general, the materials, equipment and workmanship shall conform to the following Indian Standards with up to date amendments/revisions if any unless otherwise called for.

Table 13: List of Approved Makes

Description	Specification	Makes
a) Specification for DG Set 415V 3 Phase 4 wire, 50Hz	IS 4722-1992 BS 5514	Mahindra, Kirloskar, Cummins, Ashok Layland
b) 11 KV Vacuum Circuit Breaker	IS 3427-1991 IS 12729-1988	L & T, Siemens, Hager, ABB
c) Transformer 111 KV/0.433 KV	IS 2026-1977	Voltamp, BHEL, Kirloskar, Crompton Greaves
d) XLPE cable 11 KV	IS 7098 Part I & II 1988/1985	Polycab, Havels, Skytone, Paramount, CCI, Finolex
e) PVC insulated (heavy duty) electric cable Part I for voltage upto 1100 volt	IS 1554-1988	Polycab, Havels, Paramount, CCI, Finolex
f) Making arrangement for Switch gear Bus bars, main connection & auxiliary wiring	IS 375-1963	Havels, Indo Asian, L & T, Siemens, Hager, C & S
g) Specifications for normal duty air break switches & composite units for air break switches & fuses for voltage not exceeding 1000 volts	IS 13947-1993 (Part I to V)	Havels, Indo Asian, L & T, Siemens, Hager, C & S
h) Specification for low voltage switchgear & control gear assemblies.	IS 8623-1993 (Part I to III)	Havels, Indo Asian, L & T, Siemens, Hager, C & S
i) Specifications for enclosed distribution	IS 2675-1983	Havels, Indo Asian, L & T, Siemens, Hager, C & S
j) Installation & maintenance of Switchgear	IS 10118-1982 (Part I to IV)	Havels, Indo Asian, L & T, Siemens, Hager, C & S
k) HRC Fuses	IS 9224-1979	Havels, Indo Asian, L & T, Siemens, Hager, C & S
l) Specification for Rigid Steel conduits for electrical wiring	IS 9537-1981 (Part - II)	Nihir, Precision, Vraj, BEC, AKG
m) Specifications for accessories for rigid steel conduits for electrical wiring	IS 3837-1976	Nihir, Precision, Vraj, BEC, AKG

Description	Specification	Makes
n) 3 pin plugs & socket outlets	IS 1293-1988	Anchor, Hager, Cab tree, C & S, Havells, HPL Sudhir, Diamond, L&T Panels, Capitor Panels
o) (o) General & Safety requirements for electric light fittings.	IS 1913-1978	---
p) (p) Electric ceiling fans & regulators	IS 374-1979	Havells, Crompton, Orient, Bajaj
q) (q) Code of practice for earthing	IS 3043-1987	Electrode Earth
r) (r) Current transformers	IS 2705 - 1992 (Part - I)	AE, Kappa, L&T
s) (s) Shunt capacitors for power system	IS 2834 - 2986	GE, ABB,
t) (t) Exhaust Chimney	IS 6533 - 1989 (Part- II)	Usha, Havells, Crompton, Bajaj, Almonard
u) (u) HSD Storage Tanks	IS 803/864	As per brand approved

Inspection and approval of the work by local authority on completion of this work. The Concessionaire shall obtain and deliver to the Independent Engineer all the certificates of inspection and approval by the electrical inspectorate as required.

3.4.2 Panel, Main Distribution Boards / Sub distribution Boards

1. General

The scope covers supply, installation, testing and commissioning of power panels, incorporating circuit breakers, fuse units, bus bars, interconnections, earthing etc., meeting the requirements shown in equipment Chapter and the drawings. The Panel should be fabricated by CPRI approved panel builder only & should strictly follow all standards & code.

Main Distribution Board/ Sub Distribution Boards shall be metal clad totally enclosed, rigid, floor mounting, air insulated, cubicle type for use on 415 volts, 3 phase, 50 cycle system. System shall be suitable for a fault withstand capacity of 50 KA RMS, symmetrical equipment shall be designed for operation in high ambient temperature and high humidity tropical atmospheric conditions.

2. Standards

- a) The equipment shall be designed to conform to the requirement of:
 - (i) IS-8623 - Factory Built Assemblies of switchgear and control gear
 - (ii) IS-4237 - General requirements for switchgear and control gear for Voltages and exceeding 1000 volts.
 - (iii) IS-2147 - Degree of Protection provided by enclosures for low voltage switchgear and control gear.
 - (iv) IS-375 - Marking and arrangement of bus bars

b) Individual equipment housed in the Main & Sub Distribution Board shall Conform to the following IS specifications with upto date amendments if any

- (i) Moulded Case Circuit Breakers IS 2516 (Part I & II/ Sec I) - 1977
- (ii) Fuse Switch & Switch Fuse Units IS 4064 - 1978
- (iii) H.R.C. Fuse links IS 2208-1962 or IS 9224-1979
- (iv) Current Transformers IS 2705
- (v) Voltage Transformer IS 3156 (f) Relays IS 32.31
- (vi) Indicating Instruments IS 1248
- (vii) Integrating Instruments IS 722
- (viii) Control Switches & Push Buttons IS 6875
- (ix) Auxiliary Concessionaires IS 2959

c) Distribution Boards

It includes Supply, Installation, Testing and Commissioning of Distribution Boards standard company fabricated or to be fabricated by fabricator & should be double door type.

Distribution Board shall be double door type with extended loose wire box at the top & suitable for flush installation. All distribution boards shall be of three phase (415 Volts) type with incoming isolator or MCB &/or ELCB as in Chapter of quantities. Distribution boards shall contain plug in or bolted type miniature circuit breaker mounted on bus bars. Miniature circuit breakers shall be quick made & quick break type with trip free mechanism. MCB shall have thermal & magnetic short circuit protection. MCB shall conform to IS 8828-1978. Distribution boards shall comprise of 200A rating copper bus bar, earth terminal, MCB, DP, RCCB and neutral link mounted in three-tier phase wise. All distribution boxed shall be made by approved/licenses MCB/DP manufacturer. The bus bar shall be such that circuit could be isolated easily. Neutral bus bars shall be provided with the same number of terminals, as there are single ways on the board, in addition to the terminals for incoming mains. An earth bar of similar size at the neutral bar shall also be provided. Phase barrier shall be fitted and all live parts shall be screened from the front. Ample clearance shall be provided between all live metal and the earth case & adequate space for all incoming & outgoing cables. All distribution boards enclosures shall have an etched zinc base stove painted followed by synthetic stoved enamel, colour light gray. A circuit identification card in clear plastic cover shall be provided for each distribution board and made from 16-gauge sheet.

Earth leakage circuit breaker/residual current circuit breakers-Earth leakage circuit breaker shall be current operated type and of 100 ma. sensitivity unless

otherwise stated. For single-phase distribution, ELCB shall be housed within the DB box. For three-phase distribution board, the ELCB shall be housed in the same box.

d) Metallic Conduct-Wiring System

(i) Type and Size of Conduit

All conduit pipes shall be of approved gauge (not less than 16 SWG for conduits of sizes upto 32 mm diameter) solid drawn or reamed by welding finished with stove enameled surface). All conduit accessories shall be of threaded type and under no circumstances pin grip type accessories shall be used. The maximum number of PVC insulated 650/1100 volts grade copper conductor cable that can be drawn in conduit of various sizes shall be as per IS: code. No conduit less than 20 mm in diameter shall be used.

(ii) Conduit Joints

Conduit pipes shall be joined by means of threaded couplers, and threaded accessories only. In long distance straight run of conduits inspection type couplers at reasonable intervals shall be provided or running threads with couplers and jamnuts shall be provided. In the later case the bare threaded portion shall be treated with anti-corrosive preservative. Threads on conduit pipes in all cases shall be between 13mm to 19mm long sufficient to accommodate pipes to full threaded portion of couplers or accessories.

Cut end of conduit pipe shall have no sharp edges or any burrs left to avoid damage to the insulation of conductor while pulling them through such pipes.

(iii) Protection Against Condensation

The layout of conduit should be such that any condensation or sweating inside the conduit is drained out. Suitable precaution should also be taken to prevent entry of insects inside the conduit.

(iv) Protection of Conduit Against Rust

The outer surface of conduit including all bends, unions, tees, junction boxes etc. forming part of conduit system shall be adequately protected against rust when such system is exposed to weather by being painted with two coats of oxide paint applied before they are fixed. In all cases, no bare threaded portion of conduit pipe shall be allowed. Unless such bare thread portion of conduit is treated with anti-corrosive preservation or covered with approved plastic compound.

(v) Painting of Conduit and Accessories

After installation, all accessible surface of conduit pipes, fittings, switch and regulator boxes etc. shall be painted with two coats of approved enameled paint or aluminum paint as required to match the finish of surrounding wall, trusses etc.

(vi) Fixing of Conduits

Recessed/ concealed conduit

The case in the wall shall be neatly made and of ample dimensions to permit the conduit to be fixed in the manner desired. In the case of building under construction, conduit shall be buried in the wall before plastering and shall be finished neatly after creation of conduit. In case of exposed brick/rubble masonry work, special care shall be taken to fix the conduit and accessories in the position along with the building work. Entire work of chasing the wall, fixing the conduit in chases, and burying the conduit in mortar before the plastering shall form part of point wiring work. The condition pipe shall be fixed by means of staples or by means of saddles not more than 60cm apart or by any other approved means of fixing.

Fixing of standard bends and elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself will treated with some approved preservation compound to secure protection against rust. Suitable inspection boxes to the barest minimum requirement shall be provided to permit periodical inspection and to facilitate replacement of wires, if necessary. These shall be mounted flush with the wall. Suitable ventilating holes shall be provided in the inspection box covers. Wherever the length of conduit run is more than 10 meters, then circular junction box shall be provided.

(vii) Outlet Boxes & Covers

The switch box shall be made of metal on all sides except on the front. Boxes shall be hot tip galvanized mild steel. Upto 20 x 30 cm size M.S. box shall have wall thickness of 16 SWG. The metallic boxes shall be painted with anti-corrosive paint before erection. Clear depth of the box shall not be less than 60 mm. All fitting shall be fitted in the flush pattern. Phenolic laminated sheet of approved shade shall be used for switch box covers. These shall be of 3 mm thick synthetic phenolic resin bonded laminated sheet as base material and conform to grade P-1 of IS 2036-1994.

(viii) Erection and Earthing of Conduits

The conduit of each circuit or section shall be completed before conductors are drawn in. The entire system of conduit after erection shall be tested for mechanical and electrical continuity throughout and

permanently connected to earth conforming to the requirement by means of special approved type of earthing clamp effectively fastened to conduit pipe in a workmen like manner for a perfect continuity between the earth and conduit. Gas, water pipe shall not be used as earth medium.

(ix) Switches

All 5 and 15 Amp switches shall be of piano type of 240 volts A.C. grade to be installed. All switches shall be fixed on 3 mm thick laminated sheet cover. All 5 Amp socket shall be 3 pin type. All 15 Amp socket shall be 6 pin type suitable for 15/5 Amp. All switches & sockets outlets controlling the lights or fans shall be connected to the phase wire of the circuit. Switches shall be located at 1200 mm above finished floor level unless otherwise indicated or as directed by the Independent Engineer.

(x) Flush Cover Plates

All switches, sockets, telephones and TV outlets etc. shall be fixed on 3 mm thick phenoliclaminated sheet cover unless otherwise specified. Flush cover plate shall be secured to the box with counter sunk brass screws & cup washers.

(xi) Wall Socket Plate

All 5 and 15 Amp socket outlet shall be 3 and 6 pin respectively. Each outlet shall have a switch located beside the socket preferable on the same flush cover plate or as per site requirement. The earth terminal of the socket shall be connected to the earth wire.

(xii) Wiring

All internal wiring shall be carried out with PVC insulated wires of 650/1100 volts grade. The circuit wiring for points shall be carried out in looping in system and no joint shall be allowed in the length of the conductors. Circuit wiring shall be laid separate conduit originating from distribution board to switch board for light/fan. A light/fan switchboard may have more than one circuit but shall have to be of same phase. Looping circuit wiring shall be drawn in the same conduit as for point wiring. Each circuit shall have a separate neutral wire. Neutral looping shall be carried out from point to point or in light/ fan switchboards. A separate earth wire shall be used. Red colour wire shall be used for phase and black colour wire for neutral. Circuit wiring shall be carried out with red, yellow or blue colour PVC insulated wire for RYB phase wire respectively and black colour PVC insulated wire for the neutral wires. Bare copper wire shall be used as earth continuity conductor and shall be drawn along with other wires. No wire shall be drawn into any conduit until all work of any nature, that may cause injury to wire is

completed. Care shall be taken in pulling the wires so that no damage occurs to the insulation of the wire.

Before the wires are drawn into the conduit, the conduit shall be thoroughly cleaned of moisture, dust and dirt. Drawing & jointing of copper conductor wires & cables shall be as per CPWD Specifications.

(xiii) Joints

All joints shall be made at main switches, distribution board socket and switch boxes only. No joints shall be made in conduits & junction boxes. Conductors shall be continuous from outlet to outlet.

(xiv) Main and Sub mains

Main and sub main cable where called for shall be of the rated capacity and approved make. Every main and sub main shall be drawn into an independent adequate size conduit. Adequate size draw boxes shall be provided at convenient locations to facilitate easy drawings of the sub main & main cables. Cost of junction box/ drawn box is deemed to be included in the rates of sub main wiring. As independent earth wire of proper rating shall be provided for every sub main. Single-phase sub main shall be provided with two earth wire where mains and sub mains cables are connected to the switchgear. Sufficient extra lengths of sub main and mains cable shall be provided to facilitate easy connections and maintenance for termination of cables crimping type cable socket/plugs shall be provided. Some colour code as for circuit wiring shall be followed.

(xv) Load Balancing

Balancing of circuits in three-phase installation shall be planned before the commencement of wiring and shall be strictly adhered to.

(xvi) Classification of points

Classification and measurement of point wiring shall be as per CPWD Specifications for Electrical Works - 2013.

(xvii) Conductor size

Wiring shall be carried out with following sizes of PVC insulated single core copper conductor wire/ cable.

(a) Light point	1.5 Sq. mm
(b) Ceiling/Cabin/Exhaust Fan Point	1.5 Sq. mm
(c) Call Bell Point	1.5 Sq. mm
(d) Plug Point (5A. outlet)	1.5 Sq. mm
(e) Circuit Wiring	1.5 Sq. mm
(f) General Power Point	4.0 Sq. mm

- (g) Power Point for A.C. Unit 6.0 Sq. mm
(h) Power Point for Geyser, Drinking Water Coolers & hand dryers 4.0 Sq. mm

(xviii) Telephone wire/ cables

Separate conduits shall be provided for internal telephone wiring of telephone wiring of telephone system commencing from tag block. Each telephone outlet shall be wired with 2 pair telephone cable from the tag block. All telephone wires shall be of .61 mm diameter annealed tinned high conductivity copper conductor PVC insulated & PVC sheathed gray conforming to ITD specifications SWS 113 B & C. Multipair PVC insulated cables and laid in conduit shall be provided for connecting various tag blocks. Telephone cables used for external connections shall be armoured. This cable shall be laid directly in ground or in pipe etc. as call for elsewhere.

Following number of 2 pair wire/ cables shall be drawn in various sizes of conduits as listed below:

- 20 mm conduit - upto 3 cables
- 25 mm conduit - more than 3 and upto 6 cables.

- (xix) Maximum number of wires that can be taken in any conduit shall be as per the Table given below:

Table 14: Maximum Permissible Number of Wires in a Conduit

Nominal Cross Sectional area of conductor in sq. mm	20 mm		25 mm		32 mm		38 mm		51 mm		64 mm	
	S	B	S	B	S	B	S	B	S	B	S	B
1	2	3	4	5	6	7	8	9	10	11	12	13
1.5	5	4	10	8	18	12	-	-	-	-	-	-
2.5	5	3	8	6	12	10	-	-	-	-	-	-
4	3	2	6	5	10	8	-	-	-	-	-	-
6	2	-	5	4	8	7	-	-	-	-	-	-
10	2	-	4	3	6	5	8	6	-	-	-	-
16	-	-	2	2	3	3	6	5	10	7	12	8
25	-	-	-	-	3	2	5	3	8	6	9	7
35	-	-	-	-	-	-	3	2	6	5	8	6
50	-	-	-	-	-	-	-	-	5	3	6	5
70	-	-	-	-	-	-	-	-	4	3	5	4

Note:

- (a) The above table shows the maximum capacity of conduits for a simultaneous drawing in of cables.

(b) The columns headed "S" apply to runs of conduits which have distance not exceeding 4.25 m between draw in boxes and which do not defect from the straight by an angle of more than 15 degrees. The columns headed "B" apply to runs of conduit, which defect from the straight by an angle of more than 15 degree.

(c) Conduit sizes are the nominal external diameter.

3.4.5 Lighting Fixture and Fans, Air Cooling & AC

1. General

- (a) The Concessionaire shall apply and install lighting fixtures including but not limited to lamps, ballasts, accessories fixing hardware necessary for installations, as required, and as herein specified.
- (b) All fixtures shall be delivered to the building complete with suspension accessories, canopies, casing, sockets, holders, reflectors, ballasts, diffusing material, louvers, plaster frames, recessing boxes, etc. all wired and assembled as indicated.
- (c) Fixtures, housing, frame or canopy, shall provide a suitable cover for fixture outlet box or fixture opening.
- (d) Fixtures shall comply with all applicable requirements as herein outlined unless otherwise specified.
- (e) Manufacturer's name and catalogue number of lighting fixtures are given for general reference only. It shall be understood that the actual fixtures supplied shall meet all the requirements of the specification, and if necessary, the standard fixture indicated for reference, shall be modified accordingly.
- (f) Fixtures shall bear manufacturer's name and the factory inspection label.
- (g) Fixtures shall be completely wired can constructed to comply with the IEE wiring regulations requirements for lighting fixtures, unless otherwise specified.
- (h) Re-clamping the fixture shall be possible without having to remove the fixture from its place.
- (i) Lamps of the proper type, wattage and voltage rating shall be furnished and installed in each fixture.

2. Construction

- (a) Fixture shall be constructed of 0.5mm thick steel minimum. If other metals are used they shall be of the required thickness to have at least the same mechanical strength. Cast portions of fixtures shall be not less than 1.5 mm thick.

- (b) Metal parts of the fixture, shall be completely free from burrs & tool marks.
Solder shall not be used as a mechanical fastening device on any part of the fixture joints shall be welded and ground smooth.
- (c) Fixtures with visible frames shall have concealed hinges and catches.
- (d) Recessed fixtures shall be constructed so as to fit into ceiling without distorting either the fixture or the ceiling. Plaster rings shall be provided for plaster ceilings. The Concessionaire shall coordinate the dimensions with the false ceiling tile dimensions.
- (e) Outdoor fixtures (under canopy or directly exposed to the weather) shall be constructed of an appropriate weather resistant material including gasketing- preventing entrance of water into wiring, and shall be marked by the manufacturer “ Suitable for outdoor use.”
- (f) Fixture with hinged diffuser doors shall be provided with spring clips or other retaining devices to prevent the diffuser from moving.
- (g) All plastic diffusers shall be of acrylic, unless otherwise noted.
- (h) Incandescent fixtures shall be equipped with porcelain medium base with nickel- plated shells.
- (i) Pendant fixtures and lamp holders shall be provided with ball type aligners.
- (j) Fluorescent fixtures shall be provided with white lamp holders.
- (k) Industrial type fluorescent fixtures shall have turret type lamp holders

3. Finish

- (a) All hardware shall be bonderised, cadmium plated, given a corrosion-resistant phosphate treatment or other approved rust inhibiting prime coat, to provide a rust proof base before application of finish. Finish shall be baked enamel.
- (b) Non-reflecting surfaces such as fixture frames and trims shall be finished with baked enamel paint, unless otherwise specified. The colour of the paint shall be as directed later by the Independent Engineer.
- (c) Light reflecting surfaces shall be finished with baked white enamel paint having a reflection factor of not less than 85%.
- (d) All parts of the reflector shall be completely covered by the finished and free from irregularities.
- (e) Unpainted surfaces shall finished with a clear lacquer except for anodized or “Azac” surfaces.
- (f) After finish has been applied and cured, it shall be capable of withstanding a 1 cm radius bend without showing signs of cracking,

peeling or loosening from the base metal.

- (g) Finish shall be capable of withstanding 72 hours exposure to an ultra - violet.

RS sun lamp placed 10 cm from the surface without discoloration, hardening, or warping and shall retain the same reflection characteristics after exposure.

4. Wiring

- (a) Fluorescent fixtures shall be wired with not lesser than 1.5 sq mm asbestos- covered wire. No splice or tap shall be located within an arm, stem or chain. Wire shall be continuous from splice in outlet box of the building wiring system to lamp socket or to ballast terminals.
- (b) Wiring within incandescent fixtures and for connection to the branch circuit wiring up to the outlet box of lighting point shall not be less than 1.5 sq mm silicone rubber insulated wire. (150 degree centigrade temperature)

5. Installation

- (a) Fixtures shall be installed at mounting heights as instructed on site by the Engineer. Pendent fixtures within the same room or area shall be installed plump and at a uniform height from the finished floor. Adjustment of height shall be made during installation. Flush mounted recessed fixtures, shall be installed so as to completely eliminate leakage of light within the fixture and between the fixture and adjacent finish.
- (b) Fixture mounted outlet boxes shall be rigidly secured to a fixture stud in the outlet box. Hickeys or extension pieces shall be installed where required to facilitate proper installation. Fixture located on the exterior of the building shall be installed with non-ferrous metal screws finished to match the fixtures.

6. Lamps-General

- (a) Lamp shall be supplied and installed in all lighting fixtures listed in the Schedules of lighting fixtures on the drawings.
- (b) Lamps used for temporary lighting service shall not be used in the final lamping of fixture units.
- (c) Lamps shall be of wattage and type as shown in this Schedule.
- (d) Lamps for permanent installation shall not be placed in the fixtures, until so directed by the Independent Engineer and this shall be accomplished directly before the building areas are ready for occupancy.
- (e) LED lights & fittings shall be used.

7. Fixture Samples

Detailed catalogue for all fixtures or as required by the Independent Engineer, sample fixtures shall be submitted for prior approval of the Independent Engineer before orders for the fixtures are placed.

8. Testing

After all lighting fixtures are installed and are connected their respective switches, test all fixtures to ensure operation on their correct switch in the presence of the Engineer. All un-operating fixtures or ones connected to the wrong or inconvenient located switch shall be correctly connected as directed by the Independent Engineer.

9. Ceiling Fans

All ceiling fans shall be provided with suspension arrangement in the concrete/slab/roof member. Fan box with MS hook to be provided under by electrical Concessionaire covered under subhead point wiring item no. 1 ceiling fan shall be double ball bearing type, copper wound motor complete with canopy, down rod, blades etc. and shall conform to relevant IS standards. Ceiling fan shall be white in colour. Ceiling fan shall be provided with standard regulator. Regulator shall be suitable for 240 volts A.C. supply 50 Hz and shall be of continuous duty type.

10. Exhaust Fans

Exhaust fans shall be heavy-duty type with double ball bearing & conforming to IS 2312-1967. Exhaust fan shall be complete with copper wound motor, capacitor, louvers/shutter frame & mounting bracket. Exhaust fan shall be suitable for operation on 240 volts single phase A.C. supply.

11. Wiring

- (a) All the wiring outside the panel interconnection between AMF and DG set shall be drawn into 14 gauge MS conduits or enclosed trunking.
- (b) The minimum size of wire outside the AMF panel shall be as per the requirement of electric load and adequate size.
- (c) The size of control cable inside the panel shall be 2.5 sq. mm copper control cable.
- (d) All the wires and cables shall be suitable for 650/1100 volts.
- (e) All the wiring shall be carried out as per IS: 700

3.4.7 Earthing

1. General

All the non-current metal parts of electrical installation shall be earthed properly. All metal conduits trunking, switchgear, distribution boards, switch

boxes, outlet boxes and all other parts made of metal shall be bounded together and connected by means of specified earthing conductors to an efficient earthing system.

Earthing work shall be conforming to CPWD Specifications for Earthing work and IS 3043.

2. Earthing Conductor

Earth continuity conductor along with sub main wiring from Main/ Sub Distribution boards to various distribution boards shall be of copper. Earth continuity conductor connecting Main & Sub Distribution boards to earth electrode shall be with galvanized MS strip.

3. Plate Earth Electrode

Earthing shall be provided with either GI Plate electrode or copper plate electrode of following minimum dimensions:

GI Plate Electrode 600mm x 600mm x 6mm thick

Copper Plate Electrode 600mm x 600mm x 3 mm thick

The electrode shall be made cylindrical buried in ground with its faces vertical and not less than 3 meters below ground level 20 mm diameter medium class GI Pipe shall be provided and attached to the electrode. A funnel with mesh shall be provided on the top of this pipe for watering and earth electrode. Earth electrode the watering funnel attachment shall be housed in masonry enclosure of not less than 300x300x300 mm deep. A cast iron or MS frames with cover having locking arrangement shall be provided at top 3 meters from the building. Care shall be taken that the excavation for earth electrode may not affect the column footing or foundation of the building. In such cases electrode may be further away from the building.

If the earth resistance is too high and multiple electrode earthing does not give adequate low resistance to earth, then the soil resistivity immediately surrounding the electrode shall be reduced by addition of sodium chloride calcium chloride, sodium carbonates copper sulphate, salt and soft coke or charcoal in suitable proportions.

4. Resistance to Earth

The resistance of earthing system shall not exceed 2 ohm.

3.4.8 Commissioning Check List of Electrical Works

1. Scope

Before commissioning of the electrical installations the Concessionaire shall check all the items mentioned and arrange for testing of all the equipments in the presence of the Independent Engineer.

a) Functional Checking

- (i) Check all closing, tripping, supervision & interlock of control devices. (b) Check operation of all alarm circuits.
- (ii) All 415 and 230 V power cables to be meggered.

b) Earthing

- (i) Measure resistance of each earth well/rod by isolating the same from station grid as well as from other earth well/ rods and when resistance of two earths at a time measure by D.C. drops method.
- (ii) Check continuity of grid conductors and wires.
- (iii) Soil resistivity tests.
- (iv) In addition to the above any other specified by manufactures shall be carried out as per manufacturer's instructions.
- (v) Measurement voltage across bearing pedestal insulation & between rotor shaft & bearing.
- (vi) Test the fire detection system if provided.
- (vii) Check operation of protection relays by putting short circuit bat at different location.
- (viii) Check open circuit and short circuit characteristics of generators.
- (ix) Check load characteristics of exciters.

c) Metals

- (i) Check nameplate details according to specification.
- (ii) Physical check for any damage.
- (iii) Check calibration by comparing it with a substandard meter.
- (iv) Megger all insulated portions.
- (v) Check C.T. and V.T. connections with particular reference to their polarities for power type meter.

d) Relays

- (i) Check nameplate details according to specifications.
- (ii) Check for any physical damage.
- (iii) Check internal wiring.
- (iv) Megger all terminals to body; Megger AC to DC Terminals.
- (v) Check operating characteristics by secondary injections
- (vi) Check minimum pick up voltage of D.C. coils.
- (vii) Check operation of electrical / mechanical targets.

- (viii) Relay settings.
- (ix) Check C.T. and V.T. connection with particular reference to their polarities for directional, distance type relays.
- e) Current Transformer - Preliminary checks
 - (i) Check nameplate details according to specification.
 - (ii) Check for physical damage
 - (iii) Check tightness of all bolts, clamps, connecting terminals
 - (iv) Check for oil level and leakages
 - (v) Check connections
 - (vi) Check cleanliness of insulators and bushings
- f) Commissioning Checks
 - (i) Megger between winding & winding terminals to body
 - (ii) Polarity test:
 - (iii) Ratio identification checking of all ratios on all cores by primary injection of current.
 - (iv) Magnetization characteristics, secondary winding resistance
 - (v) Capacitance and tan - deltas test
 - (vi) Dielectric test of oil (wherever applicable)
 - (vii) Spare CT cores, if any to be shorted and earthed.
- g) Control Panels - Preliminary Checks
 - (i) Check name plate details of every associated equipment according to Specifications
 - (ii) Check for physical damage
 - (iii) Check tightness of all nuts, clamps, connecting terminals.
 - (iv) Check cleanliness
 - (v) Check earthing
- h) Commissioning Checks
 - (i) Switch developments
 - (ii) Each wire shall traced by continuity tests & it should be made sure that the wiring is as per relevant drawings. All interconnections between panel/ equipment shall be similarly checked.
 - (iii) All the wires should be meggered to earth
 - (iv) Checks on relays
 - (v) Checks on motors

- (vi) Settings of relays, other alarm, tripping devices interlocks as per schemes
 - (vii) Phase angle checks measurements of magnitude and phase angle of current transformer secondary currents and potentials transformer secondary voltages.
 - (viii) Functional checking of all control circuit e.g. closing tripping. Control, interlock, supervision and alarm circuit including proper functioning of the component equipments.
- i) Diesel Generating Set
- (i) Factory Tests
 - (ii) Factor test shall incorporate the following:
 - (iii) Routine tests
 - (iv) High voltage tests
 - (v) Short circuit tests
 - (vi) Instantaneous short circuit. Withstanding test
 - (vii) Insulation resistance test.

The Concessionaire shall furnish type tests certificate for Independent Engineer. These tests shall be conducted as per the requirement of BS: 2613 or IS : 4722 and the original test certificate shall be furnished.

j) Site Tests

After erection is completed following test shall be conducted.

- (i) Insulation resistance of the generator.
- (ii) Speed no load voltage and full load voltage regulation
- (iii) Frequency on no load half load and full load
- (iv) Full load test for 6 hrs at rated voltage, speed & frequency

The readings shall be observed with calibrated meter. Only meter shall be used for the test. The reading shall be properly tabulated submitted in triplicate to the Independent Engineer.

k) Testing Of Control

All the safety control and protection devices of the DG set shall be tested for correct calibration and operation. The result of the test shall be tabulated and submitted in triplicate to the Independent Engineer.

l) Trials - Preliminary Trials

After completion of erection of DG set and before carrying out main trials. Preliminary trials shall be conducted in the presence of the Independent

Engineer; such trials include the checking and adjustment of all instruments relays timers' interlocks and meters. Crankshaft alignment shall be checked when the engine is cold insulation of stator, rotor & exciter windings reading recorded.

m) Main Trials

Main trial shall be of 12 hrs continuous run at full load and including one hour at 110% of full load.

n) AMF Panel and Engine Trial

AMF Panel and engine control panel shall be tested for automatic operation by injecting proper current one voltage by a separate source. The satisfactory working of automatic operation shall be tested & necessary adjustment shall be done for relays in the presence of the Independent Engineer and the result shall be recorded in the test sheet at 30 minutes interval. Alternator efficiency as determined in works test shall be used as the basis of calculation for fuel consumption rate. Test providing the satisfactory performance of all safety and operating controls shall be carried out. Starting time of sets shall be tested at least five times and the sufficient time interval to allow for cold start. A set of tools and tackles has to be supplied along with each set and shall be included in the cost of DG set.

o) Transformer - Preliminary Checks

- (i) Compare name plate details with the specifications
- (ii) Check for any physical damage, in particular of bushings
- (iii) Check tightness of all bolts, clamps, connecting terminals
- (iv) Check cleanliness of bushings
- (v) Check for oil leakage and oil level
- (vi) Breather condition, check whether breathing line is free, silica jet is reactivated oil in available at the bottom.
- (vii) Check for clearances, particularly in case of bus ducts
- (viii) Water tightness of terminal boxes and bus ducts.
- (ix) Ensure that all cooler and cooler header valves are opened
- (x) Releasing of air from bushings (Very important) Buchholz relay.
- (xi) Check the bushing horn gaps
- (xii) Check that the transformer is correctly installed with reference to its phasing

- p) Commissioning Tests
 - (i) Test the transformer oil for dielectric strength, tan-delta, and activity resistivity and dissolved gases.
 - (ii) Test bushing oil for dielectric strength.
 - (iii) Insulation test of winding (including tertiary winding if available).
 - (iv) Capacitance and tan-delta test of condenser type bushings, before assembly.
- q) Test the Transformer for the following
 - (i) Voltage/turns ratio at all the taps
 - (ii) Winding resistance at all the taps
 - (iii) Short circuit impedance at full winding
 - (iv) Magnetic balance at full winding
 - (v) Core loss at service tap at low voltage
 - (vi) Capacitance and tan-delta
 - (vii) IR and PI
 - (viii) Vector group test
 - (ix) Phase sequence test
- r) Current Transformer
 - (i) Continuity test
 - (ii) Polarity test
 - (iii) Insulation resistance tests
 - (iv) Magnetization characteristics
 - (v) Rough ratio test
 - (vi) Secondary winding resistance
 - (vii) Line connection as per phasing diagram
 - (viii) Winding resistance
 - (ix) Insulation resistance of control wiring
 - (x) Core load test
 - (xi) Buchholz relay operation for alarm and trip
 - (xii) OLTC control indicating and alarm circuits
 - (xiii) Operation test of all protective devices and interlocks
 - (xiv) Calibration of temperature indicator (oil & winding temperature relays)
- s) Cooling System
 - (i) Fan motor rating and fan mounting (wherever applicable)
 - (ii) Oil pumping equipment (wherever applicable)

- (iii) Operation of valves
- (iv) Operation of flow switches
- (v) Operation test of cooling equipment
- (vi) Check fan motors for insulation, continuity, vibration and temperature rise and direction of rotation.
- (vii) Check the lighting arrester installation

3.4.9 Safety Equipment

a) Danger Notices

Danger notices shall be affixed permanently in a conspicuous position in Hindi or English and the local language of the district with sign of skull and bones at every overhead lines, transformer, electrical equipment motors, etc.

b) First aid box

Standard first aid box with all standard contents shall be supplied.

c) Fire buckets

The fire buckets unit shall consist of four galvanized iron baskets which shall be with round bottom and of 13 litres capacity. They shall be filled with dry sand. Arrangement shall be made to hang them on GI Pipe stand comprising of at least 2 vertical and one horizontal members of 500 mm GI Pipe. The stands have books and locking chain arrangement. The buckets and stand shall be painted with epoxy red paint.

d) Fire extinguisher

Fire extinguisher of 4.5 kg. capacity shall be of approved make. It shall be filled with Carbon tetrachloride. It shall have horns. Extinguishers shall be fixed on wall/ columns with necessary clamps made out 50 mm x 6 mm MS flat and coated bolts and nuts ground in wall/ columns.

e) Instruction Chart

Printed instruction chart shall be in English, Hindi and local dialects, duly framed with front glass, prescribing treatment to be persons having Electric shock, shall be supplied.

3.4.10 Drawing, Procurement & Inspection of Equipment

Based on the proposal drawings and the equipment/ scheme finally selected, the Concessionaire shall supply layouts, cable line diagrams etc. required for the satisfactory and complete installation of the total electrical power supply and distribution system. Some of the important drawings/ details to be submitted for approval are given below.

- (i) General arrangement drawings of DG equipment, LT switchgear, Panels, transformers ducts, etc.

- (ii) Single line and three line diagrams of DG set and sub-station.
- (iii) Wiring diagram, schematic diagrams and control diagrams for equipments, Switchgear, PCC and the whole system. Chapter and termination details shall also be provided.
- (iv) Building plan, elevation / section and details including the layout of plant, equipment, switchgear, bus ducts and related services like chimneys, cooling systems, fuel handling system etc. with dimensions based on the equipment finally selected.
- (v) Details of all foundations, cable ducts, cable protections pipes and other civic works.
- (vi) Complete Chapter for LT Cables, instrument/ control cables.
- (vii) Layout plan showing the coordinates/ routing for power cables. Control / instrument cables and other cables as required, coordinated with other services, like water supply line, drainage/ sewerage lines, fire lines, mechanical service pipes line etc. The sectional details, road-crossing details etc. shall also be given at different locations.
- (viii) Technical catalogue for all equipment, switchgear, cables and materials including a complete wire up / details of operation, interlocks and control etc.
- (ix) Operation and maintenance manuals along with list of spare parts for all equipments, switchgear, cables and materials etc.
- (x) A detailed explanatory note giving the details of operational sequence, time period and safety aspects etc. on changeover from P.S.E.B supply source to stand by D.G. power.

a) Procurement & Inspection of Equipment

Approval list of makers and vendors are given. The Independent Engineer reserves the right to amend make of equipments/materials. Materials supplied shall be strictly as mentioned therein. For items not specifically mentioned, prior approval shall be taken before procurement of the same, all equipment/ material/ supplied shall be brand new and shall be procured directly from the manufacturers, dealers or authorized agents. The Independent Engineer shall have access to the manufacturer's premises for stage inspection / final inspection of any item during its design, manufacturing, assembly, and testing. After carrying out the necessary factory tests and routine tests as per IS standards, a copy of the routine test certificates shall be forwarded along with the call for carrying out the inspection at the manufacturers' works.

3.4.11 PA system

Scope: Scope includes supply, Installation, testing & commissioning of PA System complete in all respect as per drawing or directed by site in charge. The System should be clearly audible

3.4.12 List of Approved Makes

1. Moulded Case Circuit Breakers / A.C.B's : GEC Alsthom (English Electric), L & T Siemens. Switch Fuse Unit : L & T, GEC Alsthom (English Electric) Siemens.
2. Voltmeter & Ammeter : AE, MECO, Rishline (L & T), Rishab
3. Selector Switch : Kaycee, L & T, BCH
4. Current Transformer : Kappa, Rishline (L & T), Jyoti
5. Indication Lamp : L & T, BCH, Siemens
6. Panels, MBS, SDB's, Main : As per specifications & Sub Distribution Boards approval of the manufacture to be obtained from the Independent Engineer. Charge and manufacturer shall have CPRI, test certificate for panel or from a source with prior approval of the Independent Engineer.
7. Distribution Board with Miniature Circuit Breakers: Morarji Dorman Smith (MDS), Siemens, GEC Alsthom (English Electric), Standard, L & T, Plaza.
8. XLPE Insulated PVC sheath Armoured cables of 1.1 KV grade as per IS : 1554 : ICL, Fort gloster, CCI(Cable Corporation of India), NICCO, Paramount.
9. FRLS Insulated copper conductor single core standard wires of 650/ 1100 volt grade: National, Finolex, RPG, and FordGloster, Paramount.
10. Switches & Sockets : Anchor, SSK, Havells, MK.
11. Telephone Wire : National, Plaza, Universal, NICCO, Paramount, finolex
12. M.S. Conduit (BIS marked) : BEC, NIC, Steelcraft, AKG
13. Fluorescent Light Fixture: Philips, Wipro, Bajaj Incandescent Light fixture. Bajaj, Decon, Philips.
14. Ceiling fan & Cabin fan : Crompton, Bajaj, Usha
15. Earth Leakage Circuit Breakers/RCCB: MDS, GEC Alsthom (English Electric) Datar, L & T/ Hager, Siemens, Plaza.
16. Diesel Generator Set;Kirloskar, Ashok Leyland, Greaves cotton, Ruston, Stamford.
17. Alternator : Kirloskar, Greaves, Stamford, Jyoti
18. 11 KV Switch gear with VCB/Load break switch: SIEMENS, L & T, B.H.E.L., GEC Alsthom .
19. 11 KV/0.433 KV Transformer: GEC Alsthom B.H.E.L., Bharat Bijle, Kirloskar, Volttas.
20. 11 KV cable: Cable Corporation of India, Fort Gloster, Industrial Cable Universal Cable, Torrent, Paramount.
21. Capacitors: L & T, GEC, C & G, Asian
22. H.T. Termination: Xencon (CCI) Raychem, Denson Mahindra & Mahindra.

23. Street light fixture: Philips, Bajaj, Wipro, Crompton.
24. Amplifier: Boss, Ahuja. Bosch.
25. Speaker: Boss, Ahuja, Bosch.
26. LT Panels : Advance, Adlec, Tri Square, Diamond Electric, Sudir Gensets
27. 11 KV HT Panels: Advance, Adlec, Tri Square

Note: The above list is indicative but not exhaustive.

ARTICLE 23 Schedule-IV
Environmental Management Plan

(To be submitted by Concessionaire)

ARTICLE 24 Schedule-V
Liquidated Damages

Amount of Liquidated Damages:

Amount of Liquidated damages for non-performance	Rs. 50,000.00 per event of default as identified by the Independent Engineer subject to a maximum Rs. 30 Million per annum during the BTF construction. In subsequent years this will be Rs. 10,000.00 plus interest link to WPI per event of default as identified by the O & M Steering Committee or RSBTDA subject to a maximum Rs. 30 Million per annum during the BTF operation & maintenance period
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Occurrences for Invoking Liquidated Damages

1. Construction Related

Non - Conformance to Technical Specifications and Standards as defined in Schedule-III

2. Operation and Maintenance

- a) Deviation from Minimum Operation & Maintenance Requirements and Performance Standards as defined in Schedule-XI
- b) Non adherence to the O & M Manual

Non Compliance with the provisions of the Concession Agreement

ARTICLE 25 Schedule-VI-1
Construction Performance Security

(For Construction Period)
(See Clause 4.1)
(To be issued by a Nationalized/Scheduled Bank in India)

Secretary,
Rajasthan State Bus Terminal development Authority,
Transport Bhawan,
Sahkar Marg,
Jaipur 302005

THIS DEED OF GUARANTEE executed on this the ---- day of ----, 20--, at ----- by -----
----- (Name of the Bank), a Scheduled Bank within the meaning of the
Reserve Bank of India Act, and constituted under the Banking Companies Acquisition and
Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at
----- and inter alia a Branch Office at -----, Jaipur (hereinafter
referred to as “the Bank”, which expression shall unless it be repugnant to the subject or
context thereof include successors and assigns); in favour of Rajasthan State Bus Terminal
Development Authority **WHEREAS:**

- (A) (the “**Concessionaire**”) and the Secretary, RSBDTA, Parivahan Bhawan,
Sahkar Marg, Jaipur (the “**Authority**”) have entered into a Concession Agreement
dated (the “**Agreement**”) whereby RSBDTA has agreed to the
Concessionaire undertaking Development of an Integrated Bus Terminal cum
Commercial Complex at Heerapura, Jaipur on design, build, finance, operate,
maintain and transfer basis, subject to and in accordance with the provisions of the
Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Construction Performance
Security to RSBDTA in a sum of Rs.3.00 crore (Rupees three crore only) (the
“Guarantee Amount”) as security for due and faithful performance of its
obligations, under and in accordance with the Agreement, during the Construction
Period (as defined in the Agreement).
- (C) We, _____ through our Branch at _____, Jaipur (the “**Bank**”) have agreed
to furnish this Bank Guarantee by way of Construction Performance Security for an
amount of Rs. 3.00 crore (Rupees three crore only).

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

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

- obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that RSBDTA shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final and binding on the Bank, notwithstanding any differences between RSBDTA and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, RSBDTA shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for RSBDTA to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
 5. RSBDTA 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, fulfillment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by RSBDTA against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to RSBDTA, and the Bank shall not be released from its liability and obligation under these presents by any exercise by RSBDTA of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of RSBDTA 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 RSBDTA in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire 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 30 days from the Commercial Operation Date or till the Concessionaire has furnished the Operation and Maintenance Performance Security, whichever is later and unless a demand or claim in writing is made by RSBDTA on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of RSBDTA under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder. Upon request made by the Concessionaire (provided such request is in conformity with the provisions of Concession Agreement) for release of the Construction Performance Security along with the particulars required hereunder, RSBDTA shall release the Construction Performance Security forthwith.
 8. The Bank undertakes not to revoke this Guarantee during its subsistence, except with the previous express consent of RSBDTA 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 at Jaipur, which shall be deemed to have been duly authorized to receive such notice and to effect payment at its own level 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 RSBDTA that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of ____ years and _____ months or until it is released earlier by RSBDTA 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.*
- (iii) *RSBDTA should be able to invoke the Bank Guarantee at the branch of the Bank located at Jaipur as mentioned in the above document.*

ARTICLE 26 Schedule -VI-2
Operations & Maintenance (O&M) Performance Security

(See Clause 4.2)
(To be issued by a Scheduled Bank in India)

Secretary,
Rajasthan State Bus Terminal development Authority,
Transport Bhawan,
Sahkar Marg,
Jaipur 302005

THIS DEED OF GUARANTEE executed on this the ---- day of ----, 20__, at ----- by -----
----- (Name of the Bank), a Scheduled Bank within the meaning of the Reserve Bank of India Act, and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at ----- and inter alia a Branch Office at -----, Jaipur (hereinafter referred to as “the Bank”, which expression shall unless it be repugnant to the subject or context thereof include successors and assigns); in favour of Rajasthan State Bus Terminal Development Authority.

WHEREAS:

- (A) ----- (the “Concessionaire”) and the Secretary, **Rajasthan State Bus Terminal Development Authority, Parivahan Bhawan, Sahkar Marg, Jaipur** (the “Authority”) have entered into a Concession Agreement dated ----- (the “Agreement”) whereby RSBDTA has agreed to the Concessionaire undertaking the Development of the Integrated Bus Terminal cum Commercial Complex at Heerapura, Jaipur on design, build, finance, operate, maintain and transfer basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a O&M Performance Security to RSBDTA for an amount equivalent to Rs. _____ crores (Rupees _____ crore only) for due and faithful performance of its obligations, under and in accordance with the Agreement, during the O&M Period (as defined in the Agreement).
- (C) We, ----- through our Branch-----, Jaipur (the “Bank”) have agreed to furnish this Bank Guarantee by way of O&M Performance Security for an amount equivalent to the Rs. 3.00 crores (Rupees three crore only).

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the O&M Period, under and in accordance with the Agreement, and agrees and undertakes to pay to RSBDTA, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as RSBDTA shall claim,

without RSBDTA being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from RSBDTA, under the hand of Secretary, RSBDTA that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that RSBDTA shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the O&M Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between RSBDTA and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, RSBDTA shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for RSBDTA to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. RSBDTA 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, fulfillment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by RSBDTA against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to RSBDTA, and the Bank shall not be released from its liability and obligation under these presents by any exercise by RSBDTA of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of RSBDTA 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 RSBDTA in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. The Bank undertakes not to revoke this Guarantee during its subsistence, except with the previous express consent of RSBDTA 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.
8. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch at Jaipur, which shall be deemed to have been duly authorized to receive such notice and to effect payment at its own level 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 RSBDTA that the envelope was so posted shall be conclusive.

9. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of -----years and ----- months.

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.*
- (iii) *RSBDTA should be able to invoke the Bank Guarantee at the branch of the Bank at Jaipur, mentioned in the above document.*
- (iv) *The highlighted portion in the above format to be suitably modified keeping in view the Total Annual Premium payable by the Concessionaire as per its Bid*

ARTICLE 27 Schedule-VII
List of Clearances or Applicable Permits

Rajasthan State Bus Terminal Development Authority (RSBTDA) will provide all the necessary support to the Concessionaire to obtain Clearances or Applicable Permits required for the project. An indicative list of clearances required for the project is provided in the table below:

S. No.	Item	Agency
	Before Start of Construction	
1	Environment Clearance	State Level Expert Appraisal Committee (SEAC)
2	National Highway Clearance	National Highway Authority of India
3	Building Plan Approval	Jaipur Development Authority/local bodies
4	Tree Felling	District Collector
5	Consent to Establish	Rajasthan State Pollution Control Board
	During Construction & Operation	
1	Water & Sewerage Connection	Public Health Engineering Department (PHED) & Jaipur Municipal Corporation
2	Shifting of Services and utilities	Concerned departments of Government of Rajasthan
3	Traffic Management	Traffic Police
4	Application for PAN, sales tax and other tax registrations etc.	Concerned departments of Government of Rajasthan and Government of India (GoI)
5	Electricity Connection	JVVNL
6	Clearance for employing labour-Primary employer & migrant labour	Labour Commissioner
7	Storage of sludge/silt	Rajasthan State Pollution Control Board
8	Fire safety equipment	Home Guard and Civil Defense of GOR & Jaipur Municipal Corporation /
11	License for commercial activities	Relevant Competent Authorities
12	Diesel Generator	Rajasthan State Pollution Control Board
13	Labour Camps	District Health Officer

*The list of clearances required to be obtained as mentioned above is only indicative and not exhaustive

ARTICLE 28 Schedule-VIII

Scope of Passenger Amenities (on commercial basis)

The Concessionaire shall be allowed to develop passenger amenities (on commercial basis) as part of the Bus Terminal Facilities. The permissible built up area is defined in Schedule-I. The revenue from these passenger amenities shall form the revenue stream for the Concessionaire for a period co-terminus with the concession period.

These passenger amenities shall be a part of Bus Terminal Facility and shall be in compliance with the Road Transport Corporation Act, 1950 and other Applicable Laws and in accordance with the Technical Requirements in this behalf.

The passenger amenities area development is to be done as per the technical specifications mentioned in the document and good engineering practices.

The range of passenger amenities (on commercial basis) that can be developed by the Concessionaire shall include the following:

1. Deluxe Waiting Halls
2. Dormitories
3. Cloak Room
4. Snacks Stall
5. Tea/Coffee Stall
6. Fruit/Juice Stall
7. Food points /Fast Food Outlet
8. Ice cream Parlour
9. Bakery Shop
10. Restaurant
11. General Store
12. Department/Super Store
13. Stationary/Book Shop/Newspaper Stand
14. Retail Shops for consumer durables
15. Chemist Shop
16. Hair Dressing Saloon/Beauty Parlour
17. Internet Cafe
18. Phone/Fax Booths
19. Bank ATM's

Any activity not covered under the list shall require prior consent/approval from the RSBTDA. Any commercial establishment or vendor, selling objectionable items, as notified by RSBTDA or Government of Rajasthan either presently or in the future should not be allotted any space or allowed to enter the premises of the bus terminal.

The concessionaire would ensure, by either planned allocation of space or control that any activity generated by commercial establishments, if any, should not hamper the bus terminal operations or people's movement in the passenger concourse area. The passenger amenities shall be well dispersed at appropriate locations in the local and main bus terminal area.

The advertisement space in the bus terminal shall be allowed as per the relevant provisions of the latest "National Building Code" and "The Municipal Corporation Act/rules" and "The Municipal Corporation Building Bye Laws" or any other Applicable Law from time to time as well as they should abide by any of the court ruling. The advertisements should be aesthetically pleasant, should not be vulgar and should follow censorship laws and rules applicable. The advertisement could be displayed in the bus terminal in the forms of bill-boards, hoardings, display boards, neon sign boards or variable message sign board. The advertisement should be functional clean at all times and shall not obstruct any vision or movement of traffic and passengers in the bus terminal. The advertisement revenue would accrue to the Concessionaire during the Concession Period.

The concessionaire shall adhere to following guidelines:

- Advertising shall not conflict by placement or treatment with, or take priority over, system signing and information.
- Any advertising shall be carefully located so as not to obstruct, cause distraction or retard public movement.
- Advertising shall be located so as not to conflict with legibility of emergency exits or equipment, particularly at platform level.
- Advertising shall be placed so that it cannot be easily defaced or damaged.
- Advertising shall be used as a design elements, avoiding haphazard displays.
- The format and size of advertising shall be compatible with the volumes of the interior or exterior spaces in which they are located, and shall in all cases be compatible with the architectural expression of the terminal.
- Any mishap, accident due to exhibition of advertisement shall be responsibility of the Concessionaire.

ARTICLE 29 Schedule-IX
Adda Fees & User Charges

ADDA FEES

The Concessionaire shall Charge the Adda Fees with effect from the Commercial Operation Date. The prescribed schedule for Adda Fees is as follows:

Sr. No.	Reference to the Year from COD	Adda Fees (Rs.)	
		For each Departure/bus	Night Parking/bus
1	From 1st to 5th Year	100	200
2	From 6th to 10th Year	125	250
3	From 11th to 15th Year	160	320
4	From 16th to 20th Year	200	400
5	From 21st to 25th Year	240	480
6	From 26th to 30th Year	310	620

USER CHARGES

The schedule for charges for the Bus Terminal Facility shall be as follows:

Facility	Charges for first year of Operation	Escalation of charges*
Parking		
Cycle	Parking rate of Rs 2 per 12 hours, Rs 5 per 24 hours and Rs 50 per per month	25% after every five years on compounding basis and rounded off to the nearest rupee
2 wheeler	Parking rate of Rs 10 per 12 hours, Rs 20 per 24 hours and Rs 300 per per month	25% after every five years on compounding basis and rounded off to the nearest rupee
Car Parking	Parking rate of Rs 15 per 4 hours, Rs 50 per 8 hours, Rs 150 per 24 hours and Rs 1500 per month	25% after every five years on compounding basis and rounded off to the nearest rupee

Facility	Charges for first year of Operation	Escalation of charges*
WCs and Bathrooms for Gents and Ladies in Waiting Halls (General) and Passenger Concourse Area	Rs 2.00 per use	25% after every five years on compounding basis and rounded off to the nearest rupee
Urinals	Free Service	Free Service
Wheel Chairs	Free Service	Free Service
Drinking Water	Free Service	Free Service
General Waiting Hall	Free Service	Free Service
Cloak Room	Market determined charges	Market determined charges
Deluxe Waiting Hall	Market determined charges	Market determined charges
Dormitory	Market determined charges	Market determined charges
Trolleys for carrying passengers' luggage	Free Service	Free Service

* Escalation rate to be approved by RSBTDA before making it effective.

* RSBTDA shall have the right to revise Adda fee & user charges from time to time. RSBTDA may hold consultation with Concessionaire if deemed necessary.

Note:

1. The years, in the above table, are to be counted from the Commercial Operations Date.
2. No parking charges shall be levied on 3-wheeler (auto rickshaws), 4-wheeler taxis and pick-up & drop-off vehicles

**ARTICLE 30 Schedule-X
Independent Engineer**

Terms of Reference for Independent Engineer

Broad Project Information:

- (a) Development of <Name of the Project>
- (b) Time of Construction Completion: 24 Months

(A) Term of Reference (ToR) for Independent Engineer Services

1. Objectives

- a) Act independently on behalf of the Concessioneing Authority to review and approve all activities associated with Planning, Design, Construction, O&M and operationalization of Concession Agreement
- b) To ensure that high quality of Construction is achieved and that the construction of the Bus Terminal Facilities is carried out in full compliance with the Technical Requirements, the Request for Proposal (RFP) documents consisting of Instructions to Bidders, Concession Agreement along with the Schedules, Scope of Works, Technical Specifications and the Concept Master Plan along with the detailed drawings prepared for the same
- c) Assist Concessioneing Authority on the Technical, Financial and Legal aspects of the Project and the Concession
- d) Assist in arriving at an amicable settlement of any dispute
- e) To fulfil all certification and reporting requirements of the Concession Agreement

2. The details of Scope of Work are as follows:

2.1. Design Stage

- a) To review, check, verify and further detail the Project Implementation Schedule of Engineering, Design, Procurement, Construction and Facilities Management Set-up including final reconciliation upto Hand-over of the Project. This would include:
 - (i) Communication System
 - (ii) Design & Drawing Approval and Release Logistics
 - c) Scope and Responsibility Matrix

- (iii) Works Packages Structure
- (iv) Detailed Project Programme
- b) The Independent Engineer shall review and approve the detailed design of the Project, prepared by Concessionaire, pursuant to which the Concessionaire shall proceed ahead with construction of the Project.
 - (i) Project / Design Briefs and changes thereof
 - (ii) Site Plan & Architectural Review
 - (iii) Civil Services - PHE (Water Supply, Drainage, Sewer and Effluent Treatment etc.) & Road (Geometry and Structure) - Proof Checking
 - (iv) Proof Checking - Structural design and adequacy
 - (v) M & E Services - Design Adequacy
- c) Review, check and verify the adequacy of all field and site investigation including Geo- technical, Soil investigations, Hydrological Investigation and the Topographical Survey
 - (i) Study of the Design & Detail Engineering Drawings
 - (ii) Site Reconnaissance Survey
 - (iii) TOR for these works based on Design and Site Reconnaissance survey.
 - (iv) Site Survey Drawings for adequacy in terms of no. of bore-holes, locations and type of tests including specifications
- d) Review, check and verify the Working drawings, Specifications, Analysis of rates and Bill of Quantities (BoQ)
- e) Review, check and verify the procurement procedures

2.2. Construction Stage

- f) Review, check & verify
 - (i) The periodic project report prepared by the Concessionaire.
 - (ii) Technical Guide for Construction Management
 - (iii) Construction Control Manual and various Quality Tools including Works Control Formats and Check Lists
 - (iv) All Project Contracts/ Agreements including Detailed Engineering and Design Consultancy Contract, EPC contract, O & M Contract

- (v) Quality Assurance Plan and Quality Control (QAQC) provisions during the construction Stages
- (vi) Cost Monitoring / Control / Value Management Criteria
- g) Variations
- g) Supervision of various Tests (as per the provision of Concession) and their Certification
- h) Examine and approve any change in Scope of Work or Variations, as per provisions of Concession
- i) Scrutinise GFC drawings including variations there of, supervise the setting out of the works
- j) Audit the safety of the Project both during Construction and Operation and Maintenance stages
- k) Periodic review of the Project Works as per agreed Project Programme in terms of Quality, Completion Stage and changes and corrective actions thereof
- l) Examining the works and accordingly issue Provisional Completion Stage and Final Completion Stage Certificate
- m) Issue Provisional Certificate duly appended with a list of outstanding items established after joint inspection

2.3. O & M Stage (till the issuance of Final Construction Completion Certificate)

- a) Review, check and verification of
 - (i) Commissioning of Equipment including Inspection & Testing.
 - (ii) O & M costing & budget vis-à-vis O & M (AMC) Contract.
 - (iii) Detailed O & M Manual prepared by the Concessionaire.
- b) Supervise O & M Activities after issue of Provisional Completion Certificate.
- c) Supervise the Concessionaire activities against meeting the Performance Standards, as detailed in O & M Manual

2.4. All through the tenure of Construction and Development Phase

- a) Assist Concessioneing Authority in operational aspects of Concession Agreement, especially with regard to Commercial / Financial and Legal issues of the Agreement.
- b) Change in Scope of Work, in terms of facilities to be provided from existing Concession Agreement
- c) Notice Event of Default by either party as per Concession Agreement
- d) To mediate and assist in resolving Disputes between Concessioneing Authority and Concessionaire.

- e) Suggest to RSBTDA any extension of the Project Completion Schedule, to which the Concessionaire has requested.
- f) Administration of Concession Agreement
- g) Assist in Providing Management Information System to Concessioneing Authority

3. Reporting Requirements

The Independent Engineer will prepare and submit to the Concessioneing Authority two copies of each of the following reports:

a) Monthly Reports

The Independent Engineer will, no later than the 10th of each month, prepare a brief progress report summarizing the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for ongoing Works, outlining problems encountered and recommending solutions. The report should indicate, among other things, actions required of government and parastatal agencies to permit unconstrained works implementation

b) Quarterly and Periodic Reports

The Independent Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by the Concessioneing Authority because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only the activities of the Independent Engineer but also the progress of the contract, all contract variations, brief descriptions of the technical and contractual problems being encountered and other relevant information.

(B) Draft Agreement for Appointment of Independent Engineer

This Agreement made on this ____ day of 20____ between Rajasthan State Bus Terminal Development Authority acting through the Secretary, Rajasthan State Bus Terminal Authority, Jaipur (hereinafter referred to as the “Concessioneing Authority” or the First Party) and _____, a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at, (hereinafter referred to as the “Independent Engineer” or the Second Party which expression shall, unless the context otherwise requires, include its successors and permitted assigns)

WHEREAS the Concessioneing Authority has entered into a Concession Agreement dated ____with _AND WHEREAS the Concession Agreement contemplates the appointment of an Independent Engineer, being an expert to perform certain

functions

AND WHEREAS pursuant to process, has been selected by the Concessioneering Authority to be as an Independent Engineer

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Second Party hereby agrees to adhere to the terms of Concession Agreement dated, so far they relate to the functions of the Independent Engineer, and has signed a copy of Concession Agreement in token of his adherence to the Concessioneering Agreement and receipt of a copy of the said Agreement
2. The Independent Engineer, in addition also agrees to abide by the Terms of Reference dated (a copy of which is attached to this Agreement)
3. The Second Party also agrees to abide by all the terms and conditions though not mentioned in either the Concession Agreement or the Terms of Reference, but are laid down in this Agreement
4. Words and expressions used in this Agreement, unless defined here, shall have the same meanings as assigned to them in the Concession Agreement or the Terms of Reference

5. Inspection

- During the Construction Period the Independent Engineer shall at all reasonable times and upon reasonable notice, have access to the Project Site for the purpose of discharging its duties under the Concession Agreement.
- The Independent Engineer shall undertake inspections of the Project Site, at such times as it deems appropriate, to determine the progress in construction of the Bus Terminal Facilities and the extent of compliance with technical standards stipulated for the construction of Facilities and notify the Concessioneering Authority and the Concessionaire of any deviations there from within 7 (seven) day of such inspections

6. Certificates

The Independent Engineer shall decide upon, issue and sign all certificates required at various stages in this Concession till the end of the Construction Period, including the Construction Completion Certificate or Provisional Certificate, in accordance with the provisions of the Concession Agreement

7. Cost of Construction

The Independent Engineer undertakes to determine the Cost incurred by the Concessionaire on the Construction of the facilities, on grant of the

Construction Completion Certificate. The Independent Engineer may also be required by the Parties to determine Cost at any other stage of the Project

8. In addition to the above, the First Party may at any time require the Second Party to submit its report on such references as the First Party may deem fit.

9. Reporting Requirements

The Independent Engineer will prepare and submit to the Concessioneering Authority two copies of each of the following reports:

- **Monthly Reports**

The Independent Engineer will, no later than the 10th of each month, prepare a brief progress report summarizing the work accomplished for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for ongoing Works, outlining problems encountered and recommending solutions. The report should indicate, among other things, actions required of government and parastatal agencies to permit unconstrained works implementation.

- **Quarterly and Periodic Reports**

The Independent Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by the Concessioneering Authority because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only the activities of the Independent Engineer but also the progress of the contract, all contract variations, brief descriptions of the technical and contractual problems being encountered and other relevant information

10. Tenure

The tenure of the Independent Engineer, under this Agreement, shall be from the Effective Date till the Scheduled Construction Completion Date or Construction Completion Date whichever is later for the Bus Terminal Facilities.

11. Fees

For the services rendered by the Second Party, it shall be entitled to fees of Rs. ____ (Rupees ____ Only) inclusive of all out of pocket expenses and taxes, levies etc.

12. The Independent Engineer shall submit bills for monthly payment to the

Concessions Authority. The Concessions Authority would make monthly payment to the Independent Engineer.

13. If the Concessions Authority or the Concessionaire have reason to believe that the Independent Engineer is not discharging its duties in a fair, efficient or diligent manner, the Concessions Authority may terminate the appointment of the Independent Engineer and appoint another Independent Engineer in accordance with the provisions of the Concession Agreement. The services of the Independent Engineer may be terminated by giving a notice of 7 (seven) days. The fees for the month in which the termination occurs, would not be payable.
14. In case the duration of the assignment is less than 18 months, the annual fees of Rs_____ (Rupees only) would be adjusted on a pro rata basis. However, there would not be any adjustment if the duration of the assignment is more than 18 months
15. The personnel employed by the Second Party for discharging duties under this agreement shall for all practical and legal purposes be the employees of the Second Party and the First Party shall not in any manner be liable towards the said employees
16. That the Independent Engineer shall hereby undertakes and covenants that it shall perform its functions under this Agreement with diligence, integrity, utmost sincerity, punctuality and according to highest professional standards
17. That the Independent Engineer would provide a Performance Security of Rs _____(Rupees _____ only) in the form of Bank Guarantee to the First Party. The Performance Security will be valid till the tenure of this Agreement.

In the event of breach of any obligation of the Independent Engineer mentioned under this Agreement/ Terms of Reference/ Concession Agreement, this Agreement will be terminated and the Performance Security of the Second Party would be forfeited.

18. In case of any dispute or differences arising out of this Agreement, the same shall be first referred to Arbitration. The Arbitral Panel shall consist of one nominee each of the Concessions Authority and the Independent Engineer. The nominees shall appoint an Umpire. The Arbitration shall be conducted in English and in accordance with the Arbitration & Conciliation Act, 1996 read with Arbitration and Conciliation (Amendment) Act, 2015 or any statutory amendment or modification thereof or any law for the time being in force pertaining to arbitration in India. The place of Arbitration shall be at Jaipur.

In witness whereof, the parties have set their hands on the date and place hereinabove mentioned.

ARTICLE 31 Schedule XI
Minimum Operation & Maintenance
Requirements and Performance Standards

ARTICLE 32

1.0 Maintenance Plan

1.1 General

During the maintenance period, the Concessionaire shall undertake the prescribed operations and shall maintain the Bus Terminal Facilities in accordance with the Concession Agreement. The inclusion of the following goals shall help a facility formulate a successful operation and maintenance strategy for the Bus Terminal Facilities.

1. Perform maintenance on a routine and periodic basis.
2. Provide and operate functional facilities that (a) meet the Bus Terminal requirements; (b) have an environmentally acceptable atmosphere for users of the facility; (c) ensure the safety of staff and the passengers.
3. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
4. Establish a maintenance list for planned operation of utilities and maintenance thereof. Follow an orderly program so that maximum operational efficiency is enhanced.
5. Conserve energy and resources by ensuring maximum operating efficiency of energy-consuming equipment and systems.
6. The users of the Bus Terminal are to be provided well-maintained facilities and adequate information.
7. Identify and implement possible improvements that will result in more efficient operation.
8. Establish data collection systems to develop:
 - a) uniform reporting formats
 - b) use of electronic data processing
 - c) supervisory and management control reports
 - d) continual feedback of information between departments through communications and manuals

9. Institute systems for reporting historical data and operating statistics

1.2 Maintenance Works

The Concessionaire shall perform routine and periodic maintenance activities for Bus Terminal Facilities viz, civil, mechanical and electrical works and equipment, furniture and fixtures for meeting the laid performance standards. For the carried out maintenance works during the maintenance period the Concessionaire shall submit reports as described in subsequent sub-sections. The Concessionaire shall utilize as far as possible mechanized equipments and methods to perform these obligations.

The Concessionaire shall use all possible and updated technology in sanitation, solid waste management and disposal and rainwater harvesting for better upkeep and maintaining the best hygienic conditions in the Bus Terminal.

The various Facilities that are to be maintained by the Concessionaire towards fulfilment of its obligations set out in the Concession Agreement include the following

1.2.1 Key Bus Terminal Facilities

The following key Bus Terminal facilities proposed in the Bus Terminal are:

- (a) Bus Bays for Boarding & Alighting
- (b) Idle Parking Bays
- (c) Bus Circulation Area & Approach Roads
- (d) Ticketing Counters, Enquiry Counters, Reservation Office
- (e) Tourist Information Centres
- (f) Authority administration requirements like Traffic Controller's office
- (g) Concessionaire's Office
- (h) Entry & Exit to the Bus Terminal Component
- (i) Passenger Entry & Exit to the Terminal Component
- (j) Interconnecting Subways & Pathways, Ramps between various components, if applicable.
- (k) Management Information System including public address system
- (l) Toilets for staff

(m) Store Room

(n) Security Guard Cabins

1.2.2 Passenger Amenities

The following key passenger amenities proposed in the Bus Terminal are:

(a) Passenger Concourse Area for Boarding & Alighting

(b) Passenger Platform for Alighting & Boarding

(c) Public Utilities (Toilets, Drinking Water Chambers etc.) (d) Waiting Halls

(d) Cloak Room & Parcel Room

(e) Seating Arrangements, Information Signage's, Display Boards

(f) Commercial Facilities for the Bus Terminal Facilities like kiosks, canteen, general store etc.

(g) Parking Area for private vehicles (two wheelers and cars) and intermediate public transport like auto rickshaws, taxis along with their approaches, entry and exit, drop-in and drop-off areas, pick-up zones

(h) Bill-boards and Hoardings for advertisement

1.2.3 Common Areas & Facilities

The following major supporting infrastructure requirements proposed in the Bus Terminal are:

(a) Water Supply and Sanitation Structures

(b) Storm Water Drainage

(c) Rain Water Harvesting Structures

(d) Solid Waste Management Systems

(e) Communication Systems

(f) Landscaped Area

(g) Electric Sub-Station if provided

(h) Service lanes for modal transfer from other public and private modes of transport to the Bus Terminal

1.3 Routine Maintenance Works

1.3.1 Maintenance of Bus Circulation Area, Parking Area and Approach Roads

The maintenance of the bus circulation area, parking area and approach roads including services lanes, if any shall include the planned on-going works and activities required to ensure safety, repair, small defects and to maintain the pavement in the required condition. It also includes carrying out of unscheduled maintenance works occasioned by irregular events such as accidents, natural failures, abnormal weather and the like. The activities of management and maintenance of approach roads and bus circulation area in the Bus Terminal shall be carried out by the Concessionaire such that the buses are able to circulate at a certain level of comfort and safety to achieve the required service time at the days.

Table 1: Maintenance Standards for Bus Circulation Area,
Parking Area and Approach Roads

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
Potholes	Maximum 5 numbers in the bus circulation area, parking area, approach roads and service lanes.	Potholes must be repaired within seven (7) days after their detection.
Patches	Patches (i) shall be square or rectangular, (ii) shall be level with surrounding pavement, (iii) shall be made using materials with specifications same as those used for the surrounding pavement, and (iv) shall not have cracks wider than three (3) mm.	Non-complying patches must be repaired within seven (7) days after their detection.
Cracking in pavement	There shall not be cracks more than 3 mm wide. Maximum allowable cracking shall be 5.0% in the bus circulation area.	Cracks more than 3 mm wide must be sealed within seven (7) days after their detection.
Rutting	Rutting shall not be more than 20 mm. Measured on a 2m straight edge. Maximum allowable rutting shall be 1.0% in the bus circulation area.	Rutting above threshold value must be eliminated within fifteen (15) days.
Cleanliness of the pavement surface, road surface	The area must always be clean and free of soil, debris, trash, spill off Oil/Lubricants, dead animals and other objects etc. There should not be any standing water on the pavement.	The area must be cleaned daily. Dirt, debris and obstacles must be removed: (a) Within four hours if they pose a danger to traffic safety (b) Within eight hours if they do

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		not pose any danger to traffic safety.
Pavement Surface Drainage	No water logging or standing water.	Temporary restoration within one day and permanent restoration within seven days.
Traffic Signs, Road/Pavement Markings	These shall be legible, clean and visible at all times.	Any damages/wearing shall be repaired and rectified within three days. The damaged and missing signs shall be replaced within fifteen days.
Storm Water Drainage System	There should be no silting and lockage in drains. The drains shall be free of any obstacles, solid waste. The drainage appurtenances shall be without any cracks. There shall be no leakages from the pipes. Thorough inspection shall be done before and during the monsoon season.	Obstructions must be cleared within two days after detection. Damages must be repaired within seven days after detection by reconstructing to the adequate shape and size. De-silting operations should be done once in a month with minor repairs if needed. During Monsoon, any blocked vent ways shall be cleaned as soon as possible.
Natural and Mechanical Ventilation for multi storey / basement parking	To meet the required illumination level as specified	Any disruption to mechanical ventilation if provided shall be rectified within 24 hours. Arrangements for natural ventilation like skylits, ventilators, shafts etc shall be cleaned after every 5 days.
Damage / Breach to the Compound Wall	No Damage / Breach allowed	Any damage / breach to the boundary wall of Bus terminal shall be rectified within three (3) days after their detection.
Bus Stoppers	Without any damage	Any damage to the bus stoppers shall be rectified within 2 days.

1.3.2 Maintenance of Bus Terminal Building, Offices, Cabins and Other Structures

The maintenance of the terminal building, offices, cabins and other structures in the terminal serving as passenger and administrative facilities require routine and periodic maintenance. Timely intervention is to be done to maintain the structural adequacy and the aesthetics of the structural elements. During the periodic maintenance, activities like painting shall be done to the walls, roofs, columns and

other elements along with joinery, doors, windows, ventilators and other wooden furniture or carpentry works. Building services like water supply, electric supply, sanitation, ventilation shall function normally at all times.

Table 2: Maintenance Standards for Bus Terminal Building, Offices, Cabins Other Structures and Common Areas and Facilities

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
Building Exterior and Interior	There should be no cracks, paint wearing, scaling of plaster, deflection of any structural elements like walls, roofs, columns etc. Maximum tolerance of 5 % per 1000 sqm area.	Timely intervention within two days of detection of any defects and permanent restoration within fifteen days to maintain structural adequacy and façade beauty.
Housekeeping	There should be no accumulation of dust on the floors, furniture, racks, cupboards etc of the offices, cabins and other rooms.	The floors in all the offices, cabins shall be cleaned/wiped daily. Furniture, doors and windows, racks, cupboards shall be dusted daily.
Electricity gadgets like bulbs / lamp shades / wiring / etc	Operational at all times	Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by Authority
Utilities like water supply / tap / tap connections / pipe / tanks & overflow / glasses / window panes / all other building furniture	Operational at all times	Timely intervention with Temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by Authority
Ventilation	The natural ventilation and air circulation shall not be blocked. The artificial ventilation installations like exhausts, fans, blowers shall function properly.	The ventilators, sky-lites, exhausts, fans, blowers etc shall be cleaned after every two days. Any damage shall be repaired and rectified

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		within seven days.
Power Supply, Electrical Installations, Electrical Equipments	Power supply shall be for 24 hours. Standby power arrangements by use of Diesel Generator sets. The electrical systems and arrangements shall be maintained as per the instructions of the installation, operation and maintenance manual of the particular system. Routine maintenance for earthing systems and meters indicating overloading of electrical installations. No loose, open, un-insulated wiring in these areas. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only.	Timely intervention with Temporary measures within 6 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by Authority. Standby power supply by DG sets shall be ready to be operated and should be available 24 hours
Bus Terminal Lighting	Operational at all times	Temporary measures within 8 hours and permanent restoration within 7 days of detection.
Water Supply, Plumbing Installations	Water Supply shall be for 24 hours. The water shall be disinfected by usage of approved chemicals and should be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The water conveyance network, plumbing appurtenances, pumps and related components shall be checked periodically. If any leakage, corrosion, damages etc is found, it should be replaced. Hydraulic test shall be carried out to detect any leakage in the pipes prior to regular functioning of pipes. All the pipes and fittings shall be painted with anti-corrosive paint to avoid corrosion in future. All the pipes shall be repainted every 3	Timely intervention with Temporary measures within 8 hours, permanent restoration within seven days, depending on nature and intensity of work required as decided by the Authority.

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
	years.	
Internal Drainage	All internal drainage pipes and fittings shall be of cast iron and shall comply with standard specifications. All the pipes and joints shall be checked periodically to detect any leakage and if found, the same shall be repaired as per the relevant IS standard. All the pipes shall be repainted every 3 years.	Any blockage, silting in these installations shall be rectified within two days of detection. Any damage to sewer system shall be rectified within seven days of detection.
External Drainage	All the pipes shall be of salt glazed stoneware and laid in slopes as specified and shall comply with standard specifications. All the manhole frames and covers shall be of cast iron of required size and shall comply with standard specifications. Periodical checks shall be carried out for any overflow, breakage or cracking of pipes, blockage, etc through inspection chamber.	
Sanitary Installations	All the sanitary vessels shall be of approved Indian make and shall comply with standard specifications. Sanitary vessels are of different materials like GI, copper, stainless steel, etc. All the vessels shall be checked periodically and if found any disturbance like leakage, operational defect it shall be repaired as per the relevant IS standard.	
Communication System (Telecommunication and Networking)	Operational at all times	Temporary measures within 2 days and permanent restoration within 7 days of detection.

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
Systems)		
Fire Fighting Equipment	Operational at all times	Any damage to fire fighting equipments installed in the terminal and the parking area
Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted shall be rectified within 2 days of detection. Fire extinguishers shall be replaced before the end of its expiry date. The water tank meant for fire fighting purpose shall remain flooded with water to its capacity at all the times.
Water Tank	Functional and clean at all times	Water tank shall be cleaned and disinfected every two months (by usage of approved chemicals) to ensure that no inorganic sedimentation takes place.
Rain Water Harvesting System	Operational and clean at all times during the monsoon season. Clean during the other seasons of the year	Temporary measures within 2 days, and permanent restoration within 7 days of detection
Solid Waste Management System	Operational at all times	Temporary measures within 2 days, and permanent restoration within 7 days of detection

1.3.3 Maintenance of Passenger Concourse Area & Corridor Space etc.

Passenger Circulation & Concourse Area, Subways and Office Corridor Space maintenance shall include the entire house keeping activities requiring routine and periodic maintenance. Annual maintenance shall be done for all electrical and mechanical equipments and accessories like fans, lighting arrangements etc in these areas.

Table 3: Maintenance Standards for Passenger Concourse Area,

Subways & Corridor Space etc.

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
Passenger Platform and Concourse Area, Ramps for handicapped	The platform and concourse areas must always be clean and free of soil debris, trash and other objects. Flooring, skirting, dado tiles should not bear cracks or missing. Oily, greasy surface owing to any spillage shall be cleaned immediately. Use mechanical means like floor wipers, vacuum cleaners etc for cleaning purposes	Soil debris, trash and other objects shall be removed within 2 hours. Damaged or missing tiles shall be replaced and repaired within three days. The platform shall be wiped after every six hours.
Toilets and Urinals	The floor, dado, skirting should be clean and intact without any stains. The toilet and urinal pots, washbasins, cisterns, mirrors, taps shall not be damaged. The exhausts shall work properly. There should not be accumulation of water or waste in the toilet blocks. Water supply shall be maintained for 24 hours. Use mechanical means like floor wipers, vacuum cleaners etc for cleaning purposes A minimum of 95% toilets, bathrooms and urinals shall be functional	These shall be cleaned after every four hours with disinfectants. Damaged toilet and urinal pots, washbasins, cisterns, mirrors, taps shall be replaced within seven days of detection. Non-functional Toilets, Urinals, bathrooms shall be demarked with suitable sign boards.
Drinking water	Water supply shall be for 24 hours.	Water supply shall be available
Chambers	Water quality in all the seasons shall be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The taps and other plumbing fixtures shall not be damaged. A minimum of 95%	for 24 hours. Drinking water quality in all the seasons shall be as per CPHEEO guidelines or Municipal Corporation drinking water standards. The chambers shall be internally cleaned after every six hours to

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
	drinking water chambers shall be functional. 24 hours working of water purification system and water coolers.	remove any stains, waste etc. Any damaged fixtures or tiles in the water chambers shall be replaced, repaired within seven days of detection. Internal cleaning of water tank for drinking water chambers after every two months. Water purification system and water coolers should be serviced regularly. Any fault should be repaired within 2 days and permanent repairs/replacement should be made within 7 days.
Dustbins, spittoons etc.	The dustbins shall contain disposable plastic bags placed along the inner wall of the dustbin. All waste and garbage shall be dumped in a safe place while emptying the dustbin. A minimum of 95% dustbins, spittoons shall be functional.	The dustbin shall be emptied after every six hours or earlier if it is full or if creates foul smell in the neighborhood.
Information Signages and Display Boards	These shall be placed such that they are legible, visible and display updated information. Total number of signages and boards damaged shall not be more than 2% of the total number	These shall be cleaned once in a week. Damaged information signages and boards shall be replaced, repaired within 7 days of their detection. Damaged Warning and Cautionary signage's such as electricity board, high voltage signs etc shall be repaired within a day of their detection
Seating Arrangement	Total number of seats damaged shall not be more than 2% of the total seats.	Any damaged seat shall be repaired, replaced within seven days of detection. These shall be cleaned daily and checked that they are

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
		firmly fixed/grouted to the platform with the base.
Power Supply, Electrical Installations, Electrical Equipments	Power supply shall be for 24 hours. Standby power arrangements by use of Diesel Generator sets. No loose, open, un-insulated wiring in the terminal. Switch Boards, Electric meters are enclosed in boxes and access to authorized persons only. Routine maintenance for earthing systems and meters indicating overloading of electrical installations	Timely intervention with temporary measures within 8 hours, permanent restoration within 7 days, depending on nature and intensity of work required as decided by Authority.
Waiting Halls (Deluxe and General), Dormitories, Rest Rooms	These shall be maintained neat and clean by use of mechanical means like floor wipers, vacuum cleaners etc. The artificial ventilation sources like exhausts, fans, blowers shall function properly.	The floor shall be wiped every four hours. Toilet blocks are to be cleaned after every four hours. There shall be a regular appointment of an attendee in the deluxe A.C. waiting hall
Walls	No stains, splits, weathered paint to be left exposed	Any stains, splits, weathered paint on the walls of the terminal buildings, offices, shops, toilets, canteen shall be cleaned within 2 days
Flooring, Skirting, Dado finishes	Total damaged area shall not be more than 2% per 1000 sq.m.	Any damaged, missing, crack tiles in Flooring, Skirting, Dado finishes shall be repaired, replaced within seven days of detection
Staircases, Subways, Ramps	Clean and fully functional	These shall be cleaned at least twice a day. Damaged handrails, risers or treads shall be repaired within three days after detection.
Illumination	To meet the required	The ventilators, sky-litsetc

Item	Service Quality Criteria	Time allowed for repairs or Tolerance permitted
(Lighting)	illumination level as specified.	serving as source of natural ventilation and other luminaries for artificial lighting shall be cleaned once in seven days to maintain the illumination level.

1.3.4 Maintenance of Landscaped Area

The Concessionaire shall maintain the landscaped area in the Bus Terminal by ensuring that greenery is maintained owing to proper growth of plants, trees and shrubs. These areas shall be watered at least twice in a day or depending upon the seasonal and plant requirements by proper permanent water supply arrangements. Sprinkler system or water fountains can be provided for enhancing the aesthetics of the area. The damaged railings, fences around these places shall be replaced at the within seven days of detection. Weeds and parasitic vegetation shall be removed at the earliest to ensure good growth of plants. The branches of the shrubs, plants and trees shall be trimmed if they cause hindrances in sight distance, visibility and movement of passenger and vehicular traffic.

1.3.5 Complaint Register

The Concessionaire shall see that complaint register is available in the Public Relation Office at all times. The concessionaire shall hand over the register to RSBTDA O & M Steering Committee when asked for.

1.4 Periodic Maintenance Works

Apart from the routine maintenance works, the following periodic maintenance works shall be carried out for the Bus Terminal Facilities indicated above in Section 2 of this Schedule.

Table 3: Periodic Maintenance

Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
Repainting of road furniture, delineators, markings etc.	Once in a year
Repainting of Bus Terminal Facilities	Once in three years
Repainting of carpentry work like joinery, doors, windows, ventilators,	Once in three years

Periodic Maintenance Activities	Time Limit for Maintenance/Renewal
wooden furniture etc in the offices, cabins, booths etc.	
Plaster Work	Plaster work shall be replaced every 7 years
Flooring Works	Glazed tiles and ceramic tiles floor shall be replaced every 10 years. Kota stone floor shall be replaced every 15 years. China mosaic flooring shall be replaced every 10 years.
Roofing Works	Roofing sheet shall be replaced every 20 years.
Water Proofing Works	Water proofing work shall be replaced every 12 years.
Anti Termite Treatment	Anti Termite treatment shall be done every 10 years.
Water Supply and internal drainage Pipelines	All water supply and internal drainage pipes to be painted with anti corrosive paint. All pipes to be repainted every 3 years.
Resurfacing of Pavement	Cracks and settlements in rigid pavement shall be repaired. Joints to be redone after every three years.
Mechanical Equipments Electrical Equipments	Once in a year as per manufacturer's installation, operation and maintenance instruction manual Once in a year as per manufacturer's installation, manual.

2 Operations Management

The Bus Terminal shall remain operational 24 hours a day and throughout the year. The operations management shall include the following:

- 1) Regular Operations
- 2) Emergency Operations
- 3) Inspections

2.1 Regular Operations

Regular operations shall include the following:

- (a) Permitting smooth and uninterrupted flow of traffic during normal Bus Terminal operating conditions.
- (b) Functioning of the various passenger amenities and the parking facilities.

- (c) Functioning of the various building services and utilities.
- (d) Traffic management within the Bus Terminal during routine and periodic maintenance.

The responsibility of the following operations at all times in the Bus Terminal shall rest with the Concessionaire:

1. Management Information System
 - a. Record of Inflow & Outflow of buses
 - i. Time of Bus Entry & Exit
 - ii. Origin & Destination of Bus
 - iii. Arrival & Departure Time of Bus
 - iv. Display of Bus Arrival & Departure
 - v. Other Information and database related to operation
2. Streamlining the bus traffic flow and internal circulation including bus bay allocation (alighting, boarding and idle)
3. Entry and Exit, ramps, interconnecting structures such as subways, bridges etc. for vehicles and passengers
4. Tourist Information Centre
5. Public Address System
 - (i) Passenger Amenities
 - (ii) Waiting Halls (General & Deluxe)
 - (iii) Dormitories c. Toilets
 - (iv) Drinking Water Chambers
 - (v) Canteen
 - (vi) Kiosks
 - (vii) Parking Area h. Cloak Room
 - (viii) Seating Arrangement
 - (ix) Display Boards, Variable Message Signs

6. Security
7. Common Areas & Facilities
 - (i) Water Supply
 - (ii) Sanitation c. Sewerage
 - (iii) Storm Water Drainage
 - (iv) Solid Waste Management System f. Rain Water Harvesting
 - (v) Electricity including back-up power supply (diesel generator sets)
 - (vi) Lighting
 - (vii) Telecommunication and Networking
8. Public Relation Office
9. Collection of lease rentals from the Commercial Facility and Passenger Amenities (on Commercial basis) within the Bus Terminal Facility and other user charges as set out in Schedule-IX.

Table.4: Regular Operations

Component	Operation
Bus Terminal	It shall remain operational 24 hours a day, throughout the year. The bus traffic has to be managed very efficiently especially during the peak hours of the day along with the passenger traffic to ensure that the buses get the desired service time at the alighting and boarding bays. The arrival and departure of the buses shall be as per the bus timetable issued by Authority. The Concessionaire shall ensure that the buses occupy the proper designated bay. The bus bays shall be allocated for the various routes. It shall be ensured that the bus circulation is not in conflict with other vehicular or passenger movement while at entry and exit from the Bus Terminal
Information & Communication s System, Displays, Public Address System	The announcements and displays of the bus route, arrivals and departures shall be clear, legible, audible and updated at all times. The Information, Warning and Cautionary Signage's if damaged shall be replaced within the allowable time period indicated above. The digital display items shall remain operational for passenger convenience 24 hours a day throughout the year. Any

Component	Operation
	change in the bus timetable, fares, routes etc shall be immediately updated on the respective display, information boards. Information should be in Hindi and English. Public Address System shall remain operational for 16 hrs (5 AM to 9 PM).
Tourist Information Centre	The Tourist Information Centre shall remain operational in Bus Terminal for 16 hours (5 AM to 9 PM) in a day with staff throughout the year for the public.
Waiting Halls (both deluxe and general), Dormitories, Toilet Blocks and Water Chambers	It shall remain operational 24 hours a day, throughout the year bus terminal for the public. The passenger traffic has to be managed very efficiently especially during the peak hours of the day to ensure that the passengers get the desired level of service and comfort.
Parking Area	The parking area shall be open to the private and IPT vehicles for 24 hours throughout the year. There shall be 24 hours staffing for parking fee collection. The Concessionaire has to ensure that the vehicles are parked at the designated parking areas for each category of vehicles. Wrongly parked vehicles shall be towed away upon notice.
Security	The security staff shall be for 24 hours throughout the year to ensure safe operations during day and night. They shall suitably guard all Bus Terminal facilities and keep a strict vigil on the passenger movements.
Water Supply	Water Supply shall be available for 24 hours at all the desired places like toilets, waiting halls, rest rooms, shops, other commercial facilities, fire fighting tank, drinking water chambers, offices and canteen kitchen.
Electricity and Lighting	Electricity shall be available for 24 hours. The bus terminal facilities shall be illuminated at the required level of illumination. During night times common areas should be sufficiently illuminated to ensure visibility and safety to users
Standby Diesel Generator Sets	Standby diesel generator sets to supply power to the Bus Terminal must be available at all times in case of disruption or breakdown in power supply.
Telecommunication	These shall remain functional throughout to maintain

Component	Operation
ati on and Networking Equipments	interconnectivity between the various Bus terminal Facilities and offices.
Operation and Maintenance Office	This shall remain open for 24 hours a day and throughout the year with staffing in three shifts to ensure the normal functioning of the regular operations of the Bus Terminal .

2.2 Emergency Operations

The Concessionaire shall be responsible for minimizing disruption to the traffic in the event of accidents/breakdowns and/or incidents affecting the safety and use of the Project Facility by providing adequate warnings, informatory signs etc. and by maintaining liaison procedures with emergency services. This is achieved by the provision of the following:

- (a) Declare a state of emergency and inform RSBTDA
- (b) Shove back passengers from the affected area
- (c) Co-ordinate with the emergency services and inform them
- (d) Reorganize the operations with proper information, sufficient number of warning, regulatory, information signs, displays or temporary change in bus circulation or passenger circulation.
- (e) Attend to the affected area using manpower, machinery at Concessionaire's disposal
- (f) Clear the affected site and arrange for repairs
- (g) Make a report of the incident to Authority

The Concessionaire shall evolve a comprehensive recovery plan for the restoration of the breakdown in the operations. The plan must be documented by record keeping procedures. The recovery plan shall include the following Facilities:

- (a) Identify and prioritize essential facility functions for recovery
- (b) Procedures for repairs / rebuilding / modifications if any,
- (c) Contingencies for alternate data processing / protection of vital records
- (d) Identify possible alternative traffic circulation / parking plans
- (e) Documentation process for after action reports

- (f) Liaisoning with the nearby emergency services such as trauma centers, hospitals, police station, fire brigade office.

2.3 Inspections

The Concessionaire shall program inspections of the project facility for its smooth operations in terms of the concession agreement. The inspections shall cover the following elements of the Terminal facility.

- (a) Primary and Secondary building structure including structural systems, walls, floors, ceilings, doors, windows, lighting etc.
- (b) Building electrical systems, including electrical gadgetry, main switchgear, sub panels, fire alarms, motors, emergency lighting and generators
- (c) Internal and External Lighting in the bus terminal
- (d) Building mechanical systems, including plumbing, ventilation, exhausts and air conditioning
- (e) Electrical distribution systems, including high voltage distribution systems, underground conduit and switchgear
- (f) Water distribution systems, valves, distribution heads, fire hydrants, underground and overhead water storage tank and pumping chamber. Inspect for corrosion, insulation, deterioration and leakage
- (g) Sewer system, including manholes, storm and domestic sewage and valves. Inspect for general system deterioration, leaks and pipe deterioration.
- (h) Pavement areas.
- (i) Traffic signs and Road Markings.
- (j) Storage areas for potentially hazardous work materials.
- (k) Information System

The Concessionaire shall follow three types of investigations

- 1) Visual Inspection
- 2) Close Inspection
- 3) Thorough Inspection

2.3.1 Visual Inspection

Visual Inspections are broad general inspections carried out quickly and frequently

by the maintenance engineers having knowledge of the facility. The purpose of this visual inspection is to report the deficiencies and damages, which could lead to maintenance problems. Such inspections should be frequent. The visual inspection may be carried out by visual assessment with careful observation of the specific object/item of the Project Facility for identification and for quantification of the deficiencies or damages of the Project Facility. The visual inspection shall be carried out on the daily basis.

2.3.2 Close Inspection

The close inspection may be visual and/or supplemented by standard instrumental aids for assessment of defects/deficiencies of Project Facility with careful observation of specific element(s). The close inspection may be daily/ periodic but it is more intensive and would require detailed examination of element of the Project Facility. It should cover all the aspects of the specific element of Project Facility against a checklist. The close inspections are to be carried out quite frequently depending upon the nature of the element of Project Facility. This inspection is to be carried out by the Maintenance Engineer having good knowledge of facilities of similar nature and theoretical background to analyze the nature, and extent of defects/deficiencies, suggest suitable remedial measures to rectify/remedy them on an urgent basis.

2.3.3 Thorough Inspection

A thorough inspection is comprehensive and detailed for assessment of defects/deficiencies of the Project Facility by visual inspection or with aid of standard equipment and non-destructive testing where necessary. Such an inspection is to be carried out on the basis of comprehensive checklist of items related to the materials, condition and situation of the structure etc. The checklist is to be prepared meticulously well in advance of inspection.

2.3.4 Frequency of Inspections

The inspection frequency of various items of the Bus Terminal has been indicated in the following table. The frequency of inspection can be suitably revised in consultation with RSBTDA if the emergencies so warrant. This is an indicative list. The same shall be prepared in an exhaustive manner covering all the assets and facilities to be maintained in the Bus terminal in the Operation and Maintenance Manual. The objective and minimum frequency of inspections under normal circumstances shall be as under. If the exigencies arise, the interval of inspection shall be reduced.

Table 5: Frequency of Inspections

Item	Daily	Monthly	In case of Structural	Before and after rainy
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			Defects	season
Bus Circulation and Parking Area	□	C	λ	Λ
Passenger Circulation & Concourse Area	□	C	λ	
Ticket Counters, Enquiry and Reservation offices	□	C	λ	
Supporting Infrastructure including Storm water drainage	□	C	λ	Λ
Water supply and Sanitation, Sewerage System, Rain Water Harvesting, Solid Waste Management	□	C	λ	Λ
Display Boards, Information Signages	□	C	λ	
Traffic Signs, Pavement Marking	□	C	λ	Λ
Waiting halls, Toilets blocks, other utilities	□	C	λ	
Lighting	□	C	λ	
Mechanical & Electrical Equipments	□	C	λ	Λ
Passenger Amenities & Facilities	□	C	λ	
User Fee Collection System	□	C	λ	

2.3.5 Legend

♦ Visual inspection

C Close inspection

Λ Thorough inspection

□ Visual inspection during rainy season only

2.3.6 Combined Inspections

The Concessionaire shall carryout combined inspections along with RSBTDA on a regular basis. There shall be at least one combined inspection in every two months. However RSBTDA is free to take up any additional inspection without notice to ensure the performance standards.

3 Operation & Maintenance Manual

The Concessionaire shall in consultation with the RSBTDA prepare an Operation and Maintenance Manual. It shall set out the operation and maintenance standards and details of the operation and maintenance (O&M) activities to be undertaken during the Concession Period for Bus Terminal and/ or Concession Period for CF, as the case may be, as per the requirements of the Concession Agreement.

The Concessionaire shall maintain the Project Facility in traffic-worthy and Passenger worthy condition in usable condition throughout the Concession Period for BTF or any extension thereof in terms of the Concession Agreement through regular maintenance and preventive maintenance of the various items and elements of the Project Facility.

The Operation and Maintenance Manual, shall include the activities described in this Schedule to the Concession Agreement, amongst other activities required for the regular, periodic, emergency and preventive maintenance during the O&M Period, so that the Bus Terminal is maintained in a manner that at all times it complies with the specifications and standards and at the time of Divestment of Rights and interests by the Concessionaire in terms of the Concession Agreement is sound, durable and in functional condition.

4 Reports

During the construction phase, the Concessionaire shall submit the various reports to the Independent Engineer. During the Operation and Maintenance period the reports and manual shall be submitted to RSBTDA & O & M Steering Committee. Eventually all the reports submitted to the Independent Engineer shall be transferred to RSBTDA. The formats of the reports would be provided by the Concessionaire as part of the Technical Proposal or during the construction phase with approval of the Independent Engineer. A total of three copies for each report shall be submitted to the concerned authority.

4.1 Assets Register

The Concessionaire shall carry out a joint inspection along with the Independent Engineer to prepare the detailed inventory cum condition surveys of all the assets of the Bus Terminal. The formats for the surveys would be prepared by the Concessionaire and duly approved by the Independent Engineer before the joint survey. The assets register shall include all the assets along with its condition at the time of the joint inspections. It shall be submitted within 45 days of signing of the agreement.

4.2 Detailed Reports

The Concessionaire shall submit a detailed design report based on the master plan. It shall include all the detailed working drawings, detailed structural drawings and

detailed architectural drawings. The construction shall progress only after the approval of the detailed designs by the Independent Engineer

4.3 Construction Progress Report

This report would be prepared on a monthly basis during the construction of the facility. It shall include:

- (a) Inspection Reports relating to construction and functioning of the Bus Terminal during the construction period.
- (b) Construction Progress Works
- (c) Quality Assurance and Adherence to material specifications related reports

These reports shall be submitted to the Independent Engineer within 7 days of the completion of each calendar month.

4.4 Operation and Maintenance Manual

The Concessionaire shall submit an approved O & M manual as specified in the Concession Agreement before the commencement of the operation of the upgraded Bus Terminal. The Concessionaire shall carryout discussion with Authority /Maintenance Board and incorporates modifications recommended by them, prior to the submission of the final O&M manual.

4.5 Construction Report and Modified Assets Register

The Concessionaire shall submit a construction report to RSBTDA, within 30 days of completion of construction activities. It shall contain as-built drawings of terminal. The operations manual is included in this report. The assets register shall be modified based on the upgradation works. This report shall be submitted along with the construction report.

4.6 Maintenance Program Report

The Concessionaire shall submit to RSBTDA and O & M Steering Committee within 28 days prior to the start of each Financial Year, the Maintenance Program Report for each of the facilities and components of the Bus terminal. It should clearly detail the routine and periodic maintenance activities to be undertaken during the period.

4.7 Monthly Maintenance and Compliance Report

The Concessionaire shall submit a monthly maintenance cum compliance report to RSBTDA and the O & M Steering Committee for any calendar month within 7 days of the next calendar month, which shall contain compilation of daily register of inspections and compliances undertaken. It shall give the summary of maintenance

activities undertaken in a month. The report shall include the arrangements of men and machinery to undertake the maintenance activities within the stipulated time, and the efficiency of the same. It shall also include the contract value of the works executed during the month, any cost variations occurring due to changes in the law, any other variation which may have become due in accordance with the Concession Agreement, any claims of the Concessionaire, list of items requiring repair or maintenance and a maintenance plan for the next calendar month. The Concessionaire shall review the efficiency of maintenance activities with Authority /Maintenance Board and take necessary arrangements including additional men and machinery, if need arises.

4.8 Progress Report (Quarterly)

The progress report is to be submitted to Authority and Maintenance Board within 10th day of the calendar month. It shall contain details of all meetings, decisions taken, mobilization of resources, physical and financial progress. The report shall clearly contain performance data for the terminal along with the plants/equipments used for the maintenance activities. It shall also include the details of additional resources mobilized or to be mobilized for the projected maintenance activities.

4.9 Handing Over Report

The Handing over Report is the final report to be submitted by the Concessionaire to RSBTDA after completion of the Operation and Maintenance period. The report shall contain the summary of method of operations and maintenance; supervision performed, as built drawings if any, problems encountered and solutions undertaken during the Concession Period BUS TERMINAL FACILITY and / or Concession Period for CF, as the case may be. It shall contain an updated assets register incorporating the condition and repair works undertaken for each of the assets.

4.10 Traffic Report

The Concessionaire shall maintain one register for Sate Government/ State Government undertaking buses and Private Operators. Based on the information collected daily the Concessionaire shall submit monthly traffic report indicating the daily frequency of buses. The traffic report shall be submitted to the Authority for any calendar month within 7 days of the next calendar month.

ARTICLE 33 Schedule XII
Draft Format for Escrow Agreement

THIS ESCROW AGREEMENT (hereinafter the 'Agreement') is made on this
day of20... at Jaipur

BY AND AMONG

M/s _____, a company incorporated
under the Companies Act, 2013, having its registered office at
_____, (hereinafter referred to as the
'Concessionaire', which expression shall, unless the context otherwise requires,
include its successors and permitted assigns) of the ONE PART;

AND

RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY, a statutory body
constituted under RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY
ACT, 2015 having its office at Parivahan Bhavan, Sahkar Marg, Jaipur, acting
through its Chairman, hereinafter referred to as "AUTHORITY" or "RSBTDA" ,
(which expression shall, unless the context otherwise requires, include its
successors and assigns) of the SECOND PART;

AND

..... having its registered office at
..... (hereinafter referred to as the "Escrow
Bank", which expression shall, unless the context otherwise requires, include its
successors and permitted assigns) of the THIRD PART;

WHEREAS

- A. The RSBTDA has entered into a Concession Agreement dated -----20-- with
the Concessionaire (the "Concession Agreement") where the RSBTDA has granted
Concession for implementation of the Project to the Concessionaire which
involves development, designing, financing, construction, operation and
maintenance of the Project Facilities in accordance with the provisions thereof.
- B. The Concession Agreement requires the Concessionaire to establish an Escrow
Account on the terms & conditions stated therein including those relating to the
advertisement revenues from the Project Facilities and Adda Fees & User
Charges from Bus Terminal Facilities.
- C. This Agreement sets forth the mandates, terms and conditions and operating
procedures for such Escrow Account.

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

1. Definition & Interpretation

- a) The word, phrases and terms used in this Agreement but not defined shall, unless the context otherwise requires, have the meaning ascribed to them respectively in the Concession Agreement.
- b) The rules or interpretation stated in Clause 1.2 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.
- c) The following terms shall, except where the context otherwise requires, have the meaning as hereunder:
 - a. "**Agreement**" means this escrow agreement as of date hereof, including recitals, Appendices and attachments hereto, if any, as may be amended, supplemented or modified in accordance with the provision hereof.
 - b. "**Authorised Investment**" means any authorised investments which the RSBTDA may, from time to time, permit the Escrow Bank to make from the Escrow Account in accordance with this Agreement.
 - c. "**Business Day**" means a day on which banks are generally open in Jaipur for transaction of normal banking business.
 - d. "**Concessionaire Account**" shall mean any bank account(s) of the Concessionaire other than the Escrow Account.
 - e. "**Concession Agreement**" means the Concession Agreement referred in Recital (A) above and annexed hereto as Annexure and the same shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;
 - f. "**Enforcement Notice**" means any enforcement procedure commenced by the Escrow Bank under any of the Security Documents.
 - g. "**Escrow Account**" means an escrow account established under this Agreement in terms hereof and shall include the Sub-Accounts if any.
 - h. "**Escrow Bank**" means _____ (insert name).
 - i. "**Event of Default**" means an Event of Default as defined and detailed in the Concession Agreement and/or the Financing Documents.
 - j. "**INR**" means the lawful currency of India.

- k. **"Parties"** means the parties to this Agreement collectively and 'Party' shall mean any of the Parties to this Agreement individually.
- l. **"Payment Date"** means in relation to any payment, the date(s) specified for such payment.
- m. **"Required Balance"** means on any date in relation to the Escrow Account, an amount in Indian rupees which if proportionately built over the months, would be sufficient to meet operation and maintenance obligations as per the concession Agreement on the Payment Date(s).
- n. **"Security Documents"** means all or any of the documents executed, delivered or furnished to secure the financial assistance under the Financing Documents, including but not limited to the deed of hypothecation, mortgage deed, equitable mortgage, deed of guarantee, pledge agreement, undertakings, negative lien and other incidental or supplemental documents related thereto.
- o. **"Accounting Year" or "Financial Year" or "Year"** means the financial year commencing on 1st April in each year and ending on 31st March in the next year or any re-enactment thereof, as in force from time to time except in the first and the last calendar year of the subsistence of this Agreement.

2. The Escrow Account

2.1. Escrow Bank to act as a Trustee

- a) The Concessionaire hereby appoints the Escrow Bank to act as trustee for RSBTDA and the Concessionaire in connection herewith and authorizes 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 right, 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.
- b) The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for RSBTDA and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than RSBTDA and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.
- c) The rights of Concessionaire to the monies lying to the credit of the Escrow Account are set forth in their entirety in this Agreement and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.2. Acceptance of Escrow Bank

The Escrow bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire or RSBTDA, as the case may be, 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 an agent for RSBTDA and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. Establishment & currency of Escrow Account

Within ____ (____) days from the date of this Agreement, and in any case prior to the Schedule Construction Completion Date or the actual Construction Completion date whichever is earlier, the Concessionaire shall open and establish the Escrow Account with the Escrow Bank by _____. The Escrow Account shall be denominated in Indian rupees.

2.4. Escrow Bank's Fee

The Escrow Bank shall be entitled to receive from the Concessionaire its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire.

2.5. Rights of the Parties

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

2.6. Substitution of the Concessionaire

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

2.7. Operating Procedures

The Escrow Bank and the Concessionaire shall agree (after consultation with the RSBTDA) on the detailed mandates, terms and conditions and operating procedures

for the Escrow Account but in the event of any inconsistency between this Agreement and such mandates, terms and conditions or procedures, This Agreement shall prevail.

2.8. General

- a) All inflows and outflows of cash and receivables on account of revenue received from Adda Fees & User Charges of BTF and advertisement revenues of Project and operations and maintenance expenditure that accrue or arise under, in connection with or pursuant to the operation and maintenance of the BTF under this Agreement shall be credited to or debited from, as the case may be, the Escrow Account.
- b) All receivable relating only to the Adda Fees & User Charges of BTF and advertisement revenues of Project, and all interest, if any on the balances in the Escrow Account and interest or income received on account of investments, if any, or such balances as may be permitted by RSBTDA shall be credited to or deposited in the Escrow Account.
- c) For the avoidance of doubt, the Total Annual Premium, revenue received by the RSBTDA from RSBTDA Facilities or otherwise shall be retained and appropriated by RSBTDA and shall not be deposited by it into the Escrow Account. In addition to this all incomes and revenues earned/received by Bus Operators from the running and operation of their fleet of buses or otherwise shall be retained and appropriated by them and shall not be deposited by them into the Escrow Account.

3. Deposits into Escrow Account

3.1. Deposits by the Concessionaire

- a) The concessionaire agrees, confirms and undertakes that it shall irrevocably deposit and/or credit the Escrow Account on the next Business Day as far as possible but not later than the next following Business Day with all monies received under the pursuant to the Adda Fees & User Charges the advertisement revenues for the project.
- b) The Concessionaire may at any time make other deposits of its other funds into the Escrow Account, provided however that the provisions of this agreement shall apply to such other funds deposited in the Escrow Account by the Concessionaire.

3.2. Proof of Receipts

- a) The concessionaire shall ensure that the poof of all receipts during a month is submitted to RSBTDA and the Escrow Bank by the 7th day of the following month.

- b) The Concessionaire shall be required to furnish to RSBTDA and the Escrow Bank proof of receipts generated in relation to the Project prior to the opening of the Escrow Account, duly certified by its statutory auditors.
- c) The Concessionaire shall, till such time as all such receivable/receipts referred to under sub-clause 3.2 (b) hereinabove are deposited in the manner mentioned therein, hold all such receivable/receipts in trust and such monies shall not be combined with any other funds or property of the Concessionaire and the Concessionaire shall not adjust, settle or compromise the amount or payment of such receivables/receipt or release wholly or partly any account debtors thereof or allow any credit or discount thereon.

3.3. Interest on Deposits

- a) The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account. 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 its customers on the balance in the said Escrow Account from time to time.
- b) The Escrow Bank shall ensure that all interest, if any, on the balances of the Escrow Account and interest or income on Authorised Investments made from the Escrow Account, as may be permitted by RSBTDA, shall be credited to or deposited in the Escrow Account.

3.4. Shortfall in Escrow Account

In the event the account available in the Escrow Account at any point of time is less than the cash flow requirements pertaining to the O&M Expenditure for the BTF, the Concessionaire shall make good such shortfall by crediting at its own level the requisite amount in the Escrow Account.

4. Withdrawals from the Escrow Account

4.1. Withdrawals during Concession Period

At the beginning of every month, or at such shorter intervals as the RSBTDA and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order:

- a) O&M expenses incurred by the Concessionaire for the Bus Terminal Facility (other than the RSBTDA Facilities), directly or through O&M contractors, if any, subject to the terms and conditions in respect thereof as set forth in the Financing Documents;

- b) Subject to the provisions of the Concession Agreement, the balance in accordance with the instruction of the Concessionaire.

Provided that in the event RSBTDA notifies the Escrow Bank of an Event of Default or Force Majeure Event under the Concession Agreement, the Escrow bank shall forthwith restrict any payments from the Escrow Account till further notice/directives from RSBTDA.

4.2. Bank Performa for payments

No later than 60 (sixty) days prior to the commencement of each financial Quarter of the Concession Period, the Concessionaire shall provide to the Escrow Bank, with prior written approval of RSBTDA and through a bank Performa, details of the amount likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified with prior written approval of RSBTDA if fresh information received during the course of the Quarter makes such modification necessary.

4.3. Withdrawals upon Termination of Expiry

Notwithstanding anything to the contrary contained in this Agreement, upon the earlier of (i) Issue of Termination Notice; or (ii) Termination/determination of this Agreement; or (iii) The expiry of the Concession Period, all amounts standing to the credit of the Escrow Account shall be appropriated and dealt with in the following order:-

- a) all accrued operation and maintenance expense in respect of the Bus Terminal Facility (other than RSBTDA Facilities);
- b) Subject to the provisions of the Concession Agreement, the balance, if any, on the instructions of the Concessionaire.

4.4. Withdrawals following Event of Default

If the RSBTDA notifies the Escrow Bank that an Event of Default is likely to occur or has occurred, and is continuing, then, until such time as the RSBTDA has notified the Escrow Bank that the Event of Default has been cured or waived under the Concession Agreement, the Escrow Bank shall only make withdrawals from the Escrow Account for Operation & Maintenance expenditure and shall not make any payment from the Escrow Account to the Concessionaire Account.

5. Authorized Investments

5.1. Power to Invest

The Escrow Bank shall, with the prior approval of RSBTDA, invest, from time to time the amounts standing to the credit of the Escrow Account in Authorised

Investments on the instructions of the Concessionaire, in accordance with the provisions of the Agreement. For avoidance of doubt it is hereby clarified that the Escrow Bank shall neither be bound to nor shall make any investments under the Indian Trusts Act, 1882 without prior express approval of the RSBTDA.

5.2. Procedure for Investments

- a) All Authorised Investments shall be made and/or realized by the Escrow Bank on the instructions of the Concessionaire, as approved by the RSBTDA from time to time, in accordance with the provisions of this Agreement.
- b) All documents or title or other documentary evidence of ownership with respect to authorized Investments made out of any Escrow Account will be held in the custody of the Escrow Bank.

5.3. Realizations

Upon the realization of any investment made under this Clause, the proceeds of such realization shall immediately be credited to the Escrow Account by the Escrow Bank or immediately invested in another Authorised Investment in accordance with the Concessionaire's instructions as approved by the RSBTDA.

5.4. Mandatory Realizations

In the event that the Concessionaire becomes aware that any Authorised Investment has ceased to be an Authorised investment, the Concessionaire shall immediately instruct the Escrow Bank on best efforts basis to realize such Authorised Investment on its maturity date or earlier, if possible, under due and punctual intimation to RSBTDA.

5.5. Escrow Account includes Authorized Investments

Any reference in this Agreement to the balance standing to the credit of the Escrow Account shall be deemed to include a reference to the amount of the Authorized Investments in which all or part of such balance is for the time being invested.

5.6. Interest on Authorized Investments

Any interest or other income received on account of Authorized Investments shall be to the credit of the Escrow Account.

5.7. Enforcement Notice

On receipt of a notice of an Event of Default from the RSBTDA, the Escrow Bank shall realize the authorized Investments, whether such investments have matured or not on a best effort basis, and apply the proceeds as directed by RSBTDA.

6. Obligations of the Escrow Bank

6.1. Escrow Bank as Trustee

The Concessionaire hereby appoints the Escrow Bank to act as trustee for, in the following order of priority, first of the RSBTDA and lastly for or on behalf of the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are 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.

6.2. Communications and Notices

In discharge of its obligations hereunder, the Escrow Bank:

- a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- b) May, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or documents believed by it to be authentic;
- c) Shall, within five (5) Business Days after receipt, deliver a copy to the RSBTDA of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- d) maintain a register of in its office setting forth all receipts into the Escrow Account from whatever source and all withdrawals by the Concessionaire from this Account and all authorized Investments and returns thereon and shall ensure that an account of inflows to and outflows from this account are furnished to RSBTDA for each month by the 7th day of the following month,

6.3. 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 purpose for which they were received, and shall be segregated from other funds and shall be the property of the Escrow Bank.

6.4. Notification of balances

At least 7 (seven) Business Days prior to each Payment Date (for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire as to the relevant Payment Dates), the Escrow Bank shall notify RSBTDA of the balances

in the Escrow Account and Sub-Accounts as at the close of business on the immediate preceding business day.

6.5. 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.

7. Escrow Agreement Defaults

7.1. Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority and, following a notice of default from the Escrow Bank, the Concessionaire fails to remedy the same within the cure period:

- a) The Concessionaire commits breach of this Agreement by failing to deposit funds/receipts related to the Adda Fees & User Charges and advertisement revenues in the Escrow Account, and failing to cure such breach by depositing the same in the Escrow Account within five (5) Business Days of receipt of such notice;
- b) The Concessionaire commits breach of this Agreement by causing the Escrow Bank to transfer funds to any other Concessionaire Account in breach of the terms of this Agreement and failing to cure such breach by depositing the relevant fund into the Escrow Account within a cure period of five (5) Business Days of receipt of such notice;
- c) The Concessionaire commits breach of its obligations under Clause 4, by instructing the Escrow Bank to realize any investment made in breach of Clause 4 and failing to cure such breach by revoking such instructions within five (5) Business Days of receipt of such notice;
- d) In the case of any other breach, by remedying the same within five (5) Business Days to the satisfaction of RSBTDA;
- e) In case the Concessionaire fails to provide to RSBTDA satisfactory evidence to show that all the amounts withdrawn by the concessionaire from the Escrow Account are utilized exclusively for Operations and maintenance of the BTF; or
- f) In case the Concessionaire diverts funds drawn from the Escrow Account to a project/activity/usage other than the BTF.

- 7.2. Without prejudice to anything stated under this Agreement, the Concessionaire and the Escrow Bank agree and confirm that any default by either the Concessionaire or the Escrow Bank in the performance of their respective obligations under this Agreement resulting in the opinion of RSBTDA, a breach of this Agreement, shall qualify as an Event of Default under the financing documents/security documents/Concession Agreement.
- 7.3. On Occurrence of any event of default specified in this clause 7, the Escrow Bank shall be obliged to immediately stop all disbursements to the Concessionaire from the Escrow Account and apply the balances from time to time standing to the credit of such account towards satisfaction of the obligations of the Concessionaire under the Concession Agreement and related agreements there-under and ensure that the balances in such account are dealt with in accordance with the provision of Clause 4 hereof.
- 7.4. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

8. Termination of Escrow Agreement

8.1. Duration of the Agreement

This Agreement shall remain in full force and effect until the end of the Concession Period, unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provision hereof.

8.2. Substitution of the Escrow Bank

The Concessionaire may, by not less than 45 days prior notice to the Escrow Bank and to RSBTDA, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow bank is acceptable to RSBTDA and arrangements are made satisfactory to RSBTDA for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

8.3. Closure of Escrow Account

- a) The Escrow Bank shall at the request of the concessionaire made on or after the payment by the concessionaire of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4 hereinabove and upon confirmation to receipt of such payments, close the Escrow Account and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.
- b) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall remain in full force and effect until the end of the Concession Period; provided, however, if RSBTDA shall certify to the Escrow Bank that the

Concession Agreement and/or the Concession has been terminated on account of default of the Concessionaire under this Agreement, then notwithstanding anything to the contrary contained herein, all the amounts standing to the credit of the Escrow Account shall be dealt with in accordance with provisions of Clause 4.

9. Concessionaire's Obligations and Covenants

9.1. In addition to other obligations of the concessionaire set forth in this Agreement and the Concession Agreements, the Concessionaire agrees and undertakes that:

- a) It shall give details of all the proceeds of or relating to Adda Fees & User Charges from the operation of BTF and advertisement revenues from the operations of the Project;
- b) The Escrow Bank shall have the right to declare the Concessionaire as a willful defaulter in the event of the Concessionaire's failure to promptly deposit into the Escrow Account all the proceeds of or relating to Adda Fees & User Charges from the BTF and advertisement revenues of the Project;
- c) The Concessionaire shall, in addition to any other books and accounts, maintain in the ordinary course of business the complete and accurate record of all the proceeds relating to Adda Fees & User Charges of BTF and advertisement revenues from the Project, deposits into and permitted withdrawals from the Escrow Account, the utilisation of the withdrawals and the authorised Investment and submit monthly statements hereto to the Escrow Bank and to RSBTDA. All such books, records, accounts, documents and instruments relating to the Project/Escrow Account shall be open to inspection by the Escrow Bank and RSBTDA.
- d) The Concessionaire shall be responsible for monitoring all accretions, deposits made into and the payments/transfers from the Escrow Account. In the event of a shortage of funds in the Escrow Account, the Concessionaire shall promptly and in any case within three Business Days of the occurrence or knowledge thereof fund such shortfall or likely shortfall in the Escrow Account out of its own sources and also advise the Escrow Bank of any instance/incident which is likely to have a bearing/affect on the Escrow Account and its operation;
- e) In the event the concessionaire is unable to complete the Project for any reason whatsoever, it shall make arrangements to bring the requisite investments/monies for timely completion of the Project from its own resources.

9.2. RSBTDA shall not be liable in any manner whatsoever to any persons, including without limitation the Concessionaire, the Lenders, the Applicants, allottee, the lessees, their lenders or persons claiming through or under either of them, for any

acts or defaults of the Concessionaire, the Escrow Bank or otherwise. The Concessionaire shall ensure that its written agreements within and communications to the applicant allottees/lessees clearly set out this condition.

10. Indemnity

10.1. General Indemnity

- a) The Concessionaire will indemnify, defend and hold RSBTDA 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 Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- b) RSBTDA will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of RSBTDA to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by RSBTDA, its officers, servants and agents.
- c) The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants/agents.

10.2. 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 10.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible of 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 indemnified 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.

11. Dispute Resolution

11.1. Dispute Resolution

- a) Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the Rules) or such other rules as may be mutually agreed by the parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 read with Arbitration And Conciliation (Amendment) Act, 2015.
- b) The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Jaipur and the language of Arbitration shall be English.

12. Miscellaneous

12.1. Successors and Assignors

This Agreement shall be binding on and shall ensure to the benefit of the Parties and their respective nominees, Successors and permitted assign/assigns, as the case may be.

12.2. 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 declared by the Escrow Bank that the monies and properties held by the Escrow Bank 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 the event of such bankruptcy or liquidation.

12.3. Notices

- a) All notices or other communications to be given or made under the Agreement shall be in writing, shall either be delivered personally or sent by courier registered or certified mail or facsimile. The address for service of each Party and its facsimile number is set out under its name on the signing pages hereto. All notices shall be effective upon actual receipt save that where a notice is received after 5.30 pm on a Business Day or on a day that is not a Business Day, such 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 shall promptly deliver a copy of such notice or communication personally by courier or mail to the addressee of such notice or communication.

- b) Any party may by notice change the addresses and/or addresses to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the parties have been notified of such change.

12.4. Waiver

Failure by any Party at any time to enforce any provision of this Agreement or to require performance by other parties of any provision of this Agreement shall not be construed as a waiver of such provision and shall not affect the validity of this Agreement or any part of it or right of the relevant Party to enforce any provision in accordance with its terms.

All remedies available to the Parties under this Agreement, the Applicable Laws or otherwise shall be cumulative; may be enforced successively or concurrently and the exercise or failure to exercise one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such party.

12.5. Severability

If any condition, Clause or provision of this Agreement not being of a fundamental nature is held to be illegal or unenforceable, the validity or enforceability or the remainder of this Agreement shall not be affected thereby.

12.6. Amendments

No Amendment to this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties.

12.7. Governing Law & Language

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

The language of this Agreement is English. All written and printed matter, communications, documentation, proceedings and notice etc. pursuant or relevant to this Agreement shall be in the English language.

12.8. Concession Agreement

The parties shall comply with their respective obligations under the Concession Agreement in relation to the Escrow Account.

12.9. Priority of Agreements

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

12.10. Original Document

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

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

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

SIGNED, SEALED AND
DELIVERED

For and on behalf of
ESCROW BANK by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

In the presence of:

SIGNED, SEALED AND
DELIVERED

For and on behalf of
RSBTDA by

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

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

ARTICLE 34 Schedule XIII
Format of the Draft Lease Deed

THIS LEASE DEED (hereinafter referred to as the “Lease Deed”) is made on this the day of 20..... at Jaipur;

BY & BETWEEN

Rajasthan State Bus Terminal Development Authority (RSBTDA), a statutory body constituted in 2015, under the Rajasthan State Bus Terminal Development Authority Act, 2015, having its office at; Parivahan Bhawan, Sahkar Marg, Jaipur, (hereinafter referred to as the “RSBTDA” or the “Lessor”) which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) and represented herein by Mr.-----, authorised vide RSBTDA letter No.-----, dt.----- of the **FIRST PART**;

AND

_____ (PAN No._____) Age ____ years

_____ (PAN No._____) Age ____ years

Resident _____
(hereinafter referred to as the “the “Lessee” which expression shall, unless it be repugnant to the context or meaning thereof, include his/her heirs, executors, successors) represented by _____ of the **SECOND PART**;

(Note: the aforesaid title shall change based on the entity of the Lessee i.e. Company/Partnership Firm/LLP/HUF/Trust etc.)

WITH

-----, a Company incorporated under the provisions of Companies Act, 2013, (PAN NO.-----) having its registered office at; -----
-----PIN----- (hereinafter referred to as the “Concessionaire” or the “the Confirming Party” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) represented herein through Mr. -----Authorized Signatory, as authorized vide Board Resolution dated -----20--, of the **CONFIRMING PARTY**;

For the sake of convenience, the Parties of the First, Second and the **Confirming Party** shall be hereinafter collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS:

- A. The Government of Rajasthan (“GoR”) acting through RSBTDA has decided to implement the **Project** through private sector participant on the commercial build, operate and transfer basis. The Project comprises, subject to the terms and conditions of the Concession Agreement, the development, design, financing, construction, operation and maintenance of the Project Facilities by the private sector participant during the **Concession Period** including the right to develop, design, finance, construct and maintain the Commercial Facility (as defined hereinafter) and to undertake the marketing, booking and allotment of built up area therein and to demand, charge, collect, retain and appropriate the User charges and the Premia.
- B. The RSBTDA is the owner of land bearing Survey No.-----, admeasuring 46545 sqm (approximately) located in Village -----, Tehsil-----, District Jaipur, Registration, hereinafter referred to as the “**Land**”, as more particularly described in **Appendix-I** hereto.
- C. RSBTDA undertook a transparent competitive bidding process and issued a Request for Proposal in -----, 20-- inviting bids for the Project and selected **M/s.** ----- as the preferred bidder and the said preferred bidder has subsequently incorporated the Concessionaire as SPV as per terms of Concession Agreement to implement the aforesaid Project.
- D. By virtue of a Concession Agreement dated -----entered into between the Lessor and the Confirming Party (as the Concessionaire therein) (the “**Concession Agreement**”), the Lessor herein granted the development rights unto the Concessionaire in respect of the development of the said Project over the said Land in accordance with the terms and conditions and the manner set out in the Concession Agreement.
- E. RSBTDA conferred upon the Concessionaire the rights to develop the Project on a design, build, finance, operate, maintain and Transfer basis (“**DBBOT**”) inter alia the rights to build, develop, construct, finance, design, operate and maintain the (i) Bus Terminal Facilities (the “**BTF**”) and (ii) the Commercial Facility to be developed on the said Land in accordance with the terms and conditions and the manner and for the consideration set out in the said Concession Agreement.
- F. The Lessee herein being in need of commercial space for its business had approached the Concessionaire with a view to take on lease a Unit(s) in the Commercial Facility (CF) of the said Project and by virtue of an Allotment Letter/Agreement to Lease dated _____, entered into between the Concessionaire and the Lessee herein, the Concessionaire has agreed to allot the **Unit(s) no._____ (Unit No._____ as per plan approved by -----)** located on the _____ Floor of the said CF within the said Project (hereinafter referred to as the “**Leased Premises**” and as more particularly described in the **Appndix- II** hereunder written and as delineated in the CF Building plan annexed hereto in **Annexure-[____]**) in accordance with the terms and

conditions as well as the manner and for the consideration set out therein (hereinafter referred to as the “**Allotment Letter**”/“**Agreement to Lease**”. Annexed as Annexure [____] herein

- G. The Concessionaire has been conferred with the Floor Area Ratio (“**FAR**”) as provided in the Concession Agreement and the same has been duly approved by Jaipur Development Authority (“**Approved Plans**”) a copy whereof is annexed hereto as **Annexure-[____]** hereto) for construction of said Project.
- H. In pursuance to the issuance of the Commencement Certificate, the Concessionaire , vide its entitlement to develop under the Concession Agreement, has undertaken the development of the said Project as per the Approved Plans and upon duly completing the construction and development thereof the said Project, the Jaipur Development Authority has issued the completion certificate (a copy whereof is annexed hereto as **Annexure-[____]**) hereto.
- I. The Lessee is aware that during the Concession Period, the Concessionaire itself or through its designated Firm/agency shall be entitled to undertake the operation and maintenance of the CF including Soft Services and Engineering services (as applicable) and all other services with respect to the CF Common Areas. For such purpose, the Concessionaire shall be entitled to enter into maintenance agreements with the Lessees (hereinafter referred to as the “**Maintenance Agreement**”) in CF on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance. Such maintenance charges shall be payable by the Lessees directly to the Concessionaire and utilised for the maintenance services in accordance with the provisions of the Maintenance Agreement. The Lessee further agrees that the Concessionaire shall handle and redress the complaints and grievances of the Lessees in respect of the maintenance of the CF.
- J. The Lessee is aware that the Concessionaire shall ensure that the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and ensuring that the applicants/allottees sign membership forms and the Lessee has agreed to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CF within the said Project.
- K. The Concessionaire has represented, assured and warranted that the Concessionaire has complied with all its obligations as set out in the Concession Agreement and has absolutely acted within the rights and powers conferred on the Concessionaire in the Concession Agreement and has, independently from the Lessor herein, introduced and explained the said Project, including the said CF to the Lessee and, pursuant to its negotiations and discussions with the Lessee herein in that regard, the Lessee has been issued Allotment Letter/ entered into Agreement to Lease (as applicable), independently with the Concessionaire and had agreed to take the Leased Premises on

lease and enter into this Lease Deed herein and that the Concessionaire indemnifies and shall keep indemnified the Lessor for any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any default, breach, delay or violation of Applicable Laws and any of the conditions and obligations on part of the Concessionaire as set out in the said Concession Agreement, this Lease Deed, the said Agreement to Lease that have been entered into or agreed upon in relation to the Leased Premises as well as in relation to the use of the CF Common Areas including the Parking Areas in the CF of the said Project Facility.

- L. The Lessee has represented that he/she/it has satisfied himself/herself/itself adequately in respect of the concept, designing, application and implementation of CF inter alia the Leased Premises, CF including the CF Common Areas, the Approvals (as defined hereinafter) so far granted by the Competent Authorities, the documents referred to herein in the recitals. The Lessee has also conducted Project Facility & CF site visit and acquainted himself/herself/itself with the site & state of the said CF and Project Facility and the layout of the Leased Premises as well as the CF including the CF Common Areas and has also adequately satisfied himself/herself/itself inter alia in respect of the Premia, Rent and all types of other costs/levies/charges/dues/taxes etc. and/or such other details and information and documents in relation to the Leased Premises in the said CF on or before the execution of this Lease Deed and only pursuant to an independent verification and due diligence, the Lessee has taken the decision to take the Leased Premises on leasehold basis and has entered into this Lease Deed.
- M. The Parties understand that the development of the said Project is subject to the regulations and the terms and conditions as set out in the Concession Agreement and other approvals, permissions, certificates, plans, designs and specifications, approved and sanctioned by any Competent Authority ("**Approvals**"). For the purposes of this Lease Deed, **Competent Authority** shall mean any Government Authority, Central or State, statutory body, local authority, Jaipur Development Authority or any authority designated under any enactment or rules made thereunder for approving and regulating the development and construction of the said Project.
- N. Based on the above, the Parties are now desirous of executing this Lease Deed to record the terms and condition and the consideration as well as the manner in which the Lessor herein has agreed to give the Leased Premises unto the Lessee on Leasehold basis in the manner set out herein under and the Concessionaire has executed this lease deed as the Confirming Party with a view to confirm all the terms, conditions and manner in which the leasehold rights in the Leased Premises have been granted in favor of the Lessee herein.

NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. INTERPRETATION & DEFINITIONS

1.1 INTERPRETATION

In this Lease Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Lease Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there-under and shall not be used in and shall not affect the construction and interpretation of this Lease Deed;
- iv. Terms and words beginning with capital letters and defined in this Lease Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/ Appendix and used therein shall have the meaning ascribed thereto in Annexure/ Appendix;
- v. Words “include” and “including” are to be construed without limitation;
- vi. Any reference to “day” shall mean a reference to a calendar day; any reference to “month” shall mean a reference to calendar month;
- vii. Annexure, Plans and Appendix to this Lease Deed form an integral part of this Lease Deed and will be in full force and effect as though they were expressly set out in the body of this Lease Deed;
- viii. Reference to this Lease Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Appendix, Annexure in this Lease Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Appendix, Annexure of or to this Lease Deed;
- x. 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 Lease Deed is not a business day, then the period shall run until the end of the next business day;

- xi. Wherever in this Lease Deed provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report or determination by any Party and/or expert unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report of determination shall be in writing under the hand of the duly authorized representative of such Party and/or expert in this behalf.
- xii. Unless otherwise provided, any interest to be calculated and payable under this Lease Deed shall accrue on annual basis and from the respective due dates as provided for in this Lease Deed;
- xiii. Any word or expression used in this Lease Deed shall unless defined or construed in this Lease Deed, bear its ordinary English meaning;
- xiv. Any term/phrase/definition used in this Lease Deed and relating to the provisions set out in the Concession Agreement shall be construed to have the meaning provided in the Concession Agreement
- xv. Precedence, Errors/Discrepancies

This Lease Deed and all other documents forming part of this Lease Deed are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Lease Deed, in the event of any conflict or inconsistency between them, the terms and conditions set out in this Lease Deed shall prevail in relation to the lease of the Leased Premises in favor of the Lessee herein.

1.2 DEFINITIONS

- i. **“Applicable Laws”** means any statute, ordinance, notification, rule, regulation, Judgement, order, decree, bye-law, approval, permits, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Rajasthan, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.
- ii **“CF” or “Commercial Facility”** means the commercial facility, comprising built up area (shops, offices etc.) and the CF Common Areas (as defined hereinafter) along with the support infrastructure, facilities and amenities

that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (above the Bus Terminal Facility and as a separate building/structure constructed on a stand alone basis) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.

- iii **“CF Common Areas”** shall comprise of the passage, wash/toilets areas, stairs, atrium, Utility/STP areas and Infrastructure facilities and amenities such as escalators, lifts, landscaping, basement, compound walls, façade, the green areas, internal roads, landscape structures etc. within the CF and in relation thereof;
- iv **“Concession Period”** means the period commencing from Compliance date and extending for a period of 32 years (thirty two years) from such date or till earlier Termination or any extension of this Agreement in terms hereof. The Concession Period shall include the Construction Period of twenty four months or any extension thereof as per terms of Concession Agreement.
- v **“GoR”** means the Government of the State of Rajasthan, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Rajasthan and its administrators, successors and assigns;
- vii **“Management Body”** shall mean and include any legal entity including an association of persons, society, company comprising of the lessees of the premises leased in the CF incorporated prior to/ by the Transfer Date for the purpose of operation, management, maintenance and upkeep of the CF Common Areas for a period commencing from the Transfer Date till the subsistence of this Lease Deed; the Management Body shall come in to existence only in the event of termination of Concession Agreement prior to expiry of Concession Period by efflux of time.
- viii **“Premia” or “Premium”** means the amounts of money that the Concessionaire, subject to the provisions set out in the Concession Agreement, demanded, charged, collected, retained and appropriated from the applicants (persons making bookings)/allottees/lessees /other persons in respect of the built up areas in the CF at the market driven rates determined by the Concessionaire;
- ix **“Project” or “Project Facilities”** shall mean, subject to the provisions set out in the Concession Agreement, the (i) development, financing, design, construction, operation and maintenance of the Project Facilities (other than operation and maintenance of the RSBTDA Facilities) on the said Land and all activities incidental thereto such as engineering, testing

commissioning and insurance; (ii) demanding, charging, collecting, retaining and appropriating of User Charges by the Concessionaire in respect of the Bus Terminal Facility (iii) transfer of the Bus Terminal Facility to the RSBTDA on the Transfer Date; (iv) the marketing, booking and allotment of the built up areas comprising the Commercial Facility by the Concessionaire and demanding, charging, collecting, retaining and appropriating the Premia for such areas from the applicants (persons making bookings)/ allottees/ lessees/other persons, the leasing of such areas and maintenance thereof in accordance with the provisions hereof; and (v) the payment of Total Annual Premium by the Concessionaire to the RSBTDA in lieu of the grant of the Concession;

xi “**Soft Services and engineering Services**” means the CF Utilities BMS Control Room, CF common area CCTV Surveillance, CF Engg Services, including Common DG, Common Central Air-conditioning Chillers and its supply network, Common HT/LT Transformer and Panels, common plumbing/drainage and water supply network monitoring and maintenance, CF Common area Engg services, monitoring and maintenance administration set-up, CF Common area management accounting and auditing, CF common area related legal and statutory compliances etc.

xi “**Transfer Date**” means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms set out in the Concession Agreement;

Any term used in this Lease Deed that may/shall have not been specifically/expressly defined herein (including the terms defined in clause 1.2 and at other places in this Lease Deed), then the meaning thereof shall be construed to have been defined in the Concession Agreement.

2. GRANT OF LEASE

2.1 In consideration of the Premia of Rs. _____ (In words Rs. _____) paid by the Lessee to the Concessionaire in the manner set out in the receipt annexed hereto in **Annexure-[]** and the payment of the Rent (as defined hereinafter) hereby reserved to be made by the Lessee to the Lessor as set out hereinafter and subject to the terms, covenants and agreements on the part of the Lessee as contained herein, the Lessor hereby grants the lease unto the Lessee herein of the Leased Premises comprising of the Leased Premises bearing **Unit(s) no. _____ (Unit No. _____ as per approved plan located on the _____ floor**, of the Commercial Facility (as more particularly described in the Appendix-II hereunder written and as delineated in the CF plan annexed hereto in **Annexure-[]**) developed on the said Land in the said Project together with easements, privileges, rights, advantages and appurtenances as described and delineated CF Plan annexed herein **Annexure-[]** and whatsoever thereto EXCEPT AND RESERVING upto the Lessor

all the mines and minerals in and under the Said Land or any part thereto TOGETHER WITH full and free right and liberty for the Lessee, its successors in title and assigns, employees, agents and servants authorized by the Lessee for the term of the Lease as agreed herein at his/her/its will and pleasure for all permitted purposes under law free ingress to and egress from the Leased Premises and TO HAVE AND TO HOLD all and singular the Leased Premises hereby leased UNTO AND TO THE USE and benefit of the Lessee, its successors in title and assigns however SUBJECT TO the terms herein contained.

- 2.2 The vacant and peaceful possession of the Leased Premises has been handed over to the Lessee simultaneous to the execution hereof and subject to the Lessee complying with all his obligations under this Lease Deed the Lessee shall hereinafter be fully entitled to quietly and peacefully possess, occupy and utilise the Leased Premises for its commercial permissible use without any hindrance, interruption, eviction or claim of whatsoever nature from the Lessor and/or the Concessionaire or any person or persons claiming through, under or in trust for the Lessor and/or the Concessionaire.
- 2.3 The Lessee represents, undertakes and warrants that he/she/it expressly understands and agrees that: -
- i. Vide this Lease Deed or any other document, deed or writing that may have been executed in favor of the Lessee herein in respect of the Leased Premises, the Lessor has granted in favor of the Lessee the leasehold rights in the Leased Premises strictly in the manner and subject to the terms set out herein and that this Lease Deed shall not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee;
 - ii. Upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of Lessor without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and the said Land in the manner it may deem fit without any restriction with any other person;
 - iii. The ownership of the said Land at all times hereinafter shall remain with the RSBTDA while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein and nothing in this Lease Deed shall directly or indirectly create any ownership rights of the Lessee of whatsoever nature in the said Land and / or the Leased Premises save and except for the leasehold rights detailed above;
 - iv. The Lessee shall not put forth any independent or exclusive claim, right or title over the said Land or any part thereon on which the said CF is

constructed including the CF Common Areas and it is hereby specifically agreed and declared that the said Land shall be held and owned at all times by the RSBTDA and CF Common Areas shall be enjoyed jointly by all the lessees of the various units/ premises in the CF;

- v. It is hereby clarified and agreed to by and between the Parties that the terrace and terrace rights, rights of further construction on, in and around the said Project Facility and the said CF shall belong only to the Lessor and or any person nominated by the Lessor and the Lessee and / or the Concessionaire shall not have any right, title or claim thereon and such terrace(s) shall not be used for purpose(s) of any commercial benefits to the Lessee and the Concessionaire also agrees, undertakes and represents that it shall also not be entitled to such benefits thereof. The Lessor shall have absolute rights to deal with the same in any manner he deems fit without requiring any approval from the Lessee in any manner whatsoever and the Lessee shall not be entitled to raise any objection against the Lessor and/or its nominee in respect thereof. For sake of clarity, the Lessor will permit the Concessionaire / Management Body only for the requirement to use the areas in terrace of CF for common services for the purpose of mounting of utility services, telecom antenna, V-Set antenna.
- vi. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it may be made abundantly clear that the Concessionaire does not possess any right or title or interest in the said Land except for the limited rights as the Concessionaire during the Concession Period and in the manner set out in the Concession Agreement.

3. LEASE TERM

- i. The Lessor hereby grants on lease the Leased Premises bearing **Premises no. _____, (Unit No. _____ as per approved plan located on the _____ Floor** of the said CF known as “-----” (as more particularly described in the Appendix-II hereunder written and as delineated in the CF plan annexed hereto in **Annexure-[____]**) for a period of -----years and -----months commencing from Date; -----and ending on ----- both days inclusive (hereinafter called the “**Lease Period**”) unless terminated earlier as per the terms of this Lease Deed, subject to and upon the terms and conditions herein contained.
- ii. Upon expiry of the Lease Period, this Lease Deed shall come to an end and the Lessee and/or the sub lessee and/or the subsequent transferee/assignee shall without any demur or delay remove all the goods and other belongings and hand over the vacant and peaceful possession of the Leased Premises in a good and tenable condition simultaneously upon expiry of the Lease Period absolutely free from any third party charge, lien,

encumbrance, dispute, claim, objection, litigation at the cost of the Lessee and/or the sub lessee and/or the subsequent transferee/assignee whosoever may be in the occupation or entitlement of the Leased Premises unto the Lessor or its nominee.

4. PREMIA

- i. In pursuance of the above and in consideration of the demise of the Leased Premises, the Lessee has paid unto the Concessionaire an amount of Rs. _____ (Rupees _____ Only) as Premia in respect of the Leased Premises as set out in **Annexure-[]**; and
- ii. The Lessee hereby admits that the said Premia amount or any interest or any part of the same shall not be claimed by the Lessee from the Lessor during the subsistence and upon expiry or earlier termination of this Lease Deed for any reasons whatsoever. The Lessor is under no obligation to entertain any claim from Lessee in this regard.

5. RENT

- i. Over and above the Premia of Rs. _____ (Rupees _____ Only) paid by the Lessee to the Concessionaire being the Confirming Party herein (the receipt whereof the Concessionaire doth hereby admit and acknowledge) as herein above mentioned and as agreed in the Agreement to Lease, Lessee shall pay unto the Lessor annual lease rental at the rate of Rs. 7.00 (Rs seven) per square metre for the commercial built up leased to it/him/her for the first 2 (two) years of the term of lease and thereafter such rate shall be enhanced by 15% (fifteen percent) every subsequent block of 3 years or part thereof. The lease rentals for each block of three years or part thereof, as the case may be, shall be payable in advance for each block by the Lessee to Lessor in lump sum amount on or before the due date thereof. Lessor shall issue receipt for the same.
- ii. In the event of the Lessee defaulting in payment of the Rent within seven days of the due date, the amounts thus due for payment shall attract interest calculated @ State Bank of India Benchmark Prime Lending Rate ("SBI PLR") plus 2% additional charges per annum from original due date of the payment till the date of actual payment. However in the event of the delay in such payment of the Rent by the Lessee to the Lessor during the 30 (thirty) days notice of termination issued by the Lessor, the Lessor shall be entitled to terminate this Lease Deed in accordance with clause-14 below.

6. MAINTENANCE OF CF & MANAGEMENT BODY

- i. The Lessee agrees & accepts that, as provided in the said Concession Agreement under Clause 8.5, the Confirming party, for the Concession period, shall be responsible to undertake & manage the operation and maintenance activities of CF including the CF Common Areas by itself or through appointment of sub-contractors/ management agencies (in terms of management/ sub-contracts) in accordance with good industry practice and to handle and redress the complaints and grievances of the Lessees in respect of the maintenance of the CF. It is further agreed that RSBTDA shall not be responsible or accountable for any issues or consequences arising therefrom in any manner whatsoever.
- ii. The Concessionaire shall, during the Concession Period, be entitled to enter into Maintenance Agreement with the Lessees in CF on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance and terms and conditions of such Maintenance Agreement shall in no manner be inconsistent with or violate any terms or conditions or provisions of the Concession Agreement and this Lease Deed. In the event the Lessee defaults in respect of payment of maintenance charges to the Concessionaire, RSBTDA shall, on the advice of Concessionaire, terminate the Lease Deed entered in to with the Lessee.
- iii. In the event of termination of Concession Agreement prior to expiry of Concession Period by efflux of time, the Lessee is aware that the Concessionaire shall ensure that the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and further ensure that the applicants/allottees sign membership forms and the Lessee agrees to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body and agrees to comply with and adhere to with all the model bye laws, regulations as may be formulated/framed by the Concessionaire and/or the Management Body from time to time, for the purpose of operation and maintenance of CF Common Areas in the CF. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CF within the said Project. Such Management Body, shall be empowered to carry out all works related to operation and maintenance and frame/ amend the Bye Laws, governing rules and regulations as framed by the Concessionaire, or amended from time to time and the Lessee shall at all times during the pendency of this Lease Deed be required to adhere to and comply with such arrangements, governing rules and regulations thereof.

- iv. The Lessee further agrees and acknowledges that the Concessionaire shall following the construction and completion of the CF in full or part and until the end of the Concession Period, undertake the operation, maintenance and management of the parking lots in the CF within the said Project as per the site plan/approved building plans by itself or through parking contractors, and charge, directly collect and retain the parking charges relating thereto at the market driven rates.
- v. Notwithstanding anything provided to the contrary herein, the Lessee herein agrees that any breach by the Lessee of any of the terms and conditions outlined herein in this Clause could cause severe damage to the Concessionaire or the Management Body, as the case may be, and /or to the other Lessees /Occupiers of the CF and to the said CF triggering material breach of terms of this Lease Deed.
- vi. The Lessee and the Concessionaire herein agree that, as per Clause 8.6, 8.7 and 8.8 of the Concession Agreement, the Lessor herein is fully indemnified against any issue or matter arising at any point of time during the Lease Period.

Notwithstanding anything contained in this sub-clause, the Concessionaire agrees to furnish a Bank Guarantee as per provision of Clause 8.9 of Concession Agreement and further reckons the rights of the Lessor to utilize the amount from such Bank Guarantee under the circumstances, in the manner and for the purpose mentioned therein

- vii. The Concessionaire and the Management Body upon its formation, under prior intimation to the Lessor, will decide mutually the terms and conditions of handing over the operation and maintenance of CF including the Parking Areas in the CF to the Management Body.
- viii. Subject to the provisions hereof, the maintenance of CF (including operation of parking lots therein) shall be carried out under the direction of the O&M Steering Committee (formed as per the Concession Agreement) following its establishment pursuant thereto during the Concession Period.
- ix. The electric meter for each of the leased premises in the CF shall be transferred/ obtained in the name of the respective lessees of such leased premises in the said CF, while the common area electric meter/s in respect of the said CF shall be separate under the direct responsibility of the Concessionaire or the Management Body, as the case may be. The Lessee herein shall be bound to make full and timely payments in relation to their respective usage/consumption of power in the Leased Premises directly to the service provider as applicable.

7. STATUTORY PAYMENTS & STAMP DUTY, REGISTRATION FEES & OTHER CHARGES

7.1 STATUTORY PAYMENTS

- i. The Lessee and/or the Sub Lessee and/or the subsequent Transferee, as the case may be who is legally entitled to the occupation and possession of the Leased Premises, shall from time to time or at all times pay and discharge all rates, taxes, Municipal/local Authority Tax, duties, levies, charges and assessments of every description, fines, penalties and outgoings which after execution of this Lease Deed and during its continuance be assessed, charged or imposed in respect of the Leased Premises leased to/occupied by him/or in relation to the business activities carried out thereat or on the landlord, tenant or occupier in respect thereof directly to the relevant/competent authority(ies) as applicable inter alia the Jaipur Municipal Corporation, Jaipur Development Authority or the concerned government instrumentality.
- ii. The Lessee and the persons claiming through or under him/her/it shall be liable to make timely payment unto the concerned competent authorities in respect of the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates including the penalties and fines for delay or default in payment applicable from time to time in respect of the Leased Premises and indemnify and keep indemnified the Lessor as well as the Concessionaire or the Management Body, as the case may be, in this behalf.
- iii. The Lessee shall directly and timely make the payment of Municipal/local Authority Tax under various heads, including the Cess and duties therein, in respect of the Leased Premises and the Appurtenant Areas exclusively assigned, used and occupied by the Lessees in the CF as more particularly described in the **Annexure ____** attached hereto;

7.2 STAMP DUTY, REGISTRATION FEES & OTHER CHARGES

- i. This Lease Deed is required to be compulsorily registered under the applicable law. It has been agreed that the Lessee shall be liable to solely bear the applicable stamp duty and registration fees along with the incidental expenses thereto and any stamp duty;
- ii. The Lessee shall be required to pay an amount equivalent to Rs.5000/- (Rupees Five Thousand only) as onetime administrative charges to the Lessor and an amount of Rs.10000/- (Rupees Ten Thousand only) as the Legal and documentation Charges, to the Concessionaire on or before the execution of this Lease Deed together with the applicable service charge, if any;

- iii. Lessor in no manner shall at any time hereinafter be responsible for any liability of the stamp duty or registration charges or penalty thereof or any other taxes, charges, costs or payments that may be required to be paid pertaining to the rights conferred on the Concessionaire under the Concession Agreement or otherwise and/or allotment of the Leased Premises by the Concessionaire unto the Lessee against the payment of the Premia made by the Lessee to the Concessionaire as aforesaid.

8. SUB LET & TRANSFER/ASSIGN

The Lessee shall be entitled to sublet or transfer/assign the lease hold rights in the Leased Premises in favor of the third party strictly in the manner set out herein under: -

8.1 SUB LET

- i. The Lessee shall be entitled to sub-let the Leased Premises leased to him under this Lease Deed to third parties for the commercial purposes on a sublet basis on their mutually agreed terms & conditions; however, provided that it shall not be in contravention with any terms or condition of this Lease Deed including the restriction to sublet the Leased Premises for the purpose and shall not be for business activity of the Bus Transport Business or any activity competing the business of the Lessor and subject to the same, the Lessee shall also be entitled to grant licenses (including franchising or similar arrangements) in respect of the Leased Premises for commercial purposes as per the Applicable Laws and on their mutually agreed terms and conditions;
- ii. Provided that any such sub-letting or licensing (for franchise etc.) shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions of the Concession Agreement as well as this Lease Deed and the same shall be limited to and be co-terminus with/not exceed the term of the lease under this Lease Deed and shall automatically and simultaneously expire/terminate with the expiry/ termination of this Lease Deed;
- iii. The Lessee shall also ensure to submit to the Lessor for its information and records the copies of the deeds/ agreements relating to such sub-letting/ licensing within 90 (ninety) days of the execution, modification or amendment thereof.

8.2 TRANSFER/ASSIGN

- i. The Lessee shall be entitled to transfer the leasehold rights in the Leased Premises to any person ("Transferee(s)") upon payment of Applicable Fees of Rs.5000/- (Rupees Five Thousand Only) ("Application Fee") and Transfer

- Fees equivalent to 50% of the applicable annual lease rental subject to a minimum of Rs.25,000/- (Rupees Twenty-five thousand Only) to the Lessor ("Transfer Fee"). The stamp duty, registration charges etc. in respect of such transfer shall be paid by the Lessee/ transferee at the rate applicable from time to time to the concerned Competent Authority;
- ii. Whenever the title of the Lessee in the Leased Premises is transferred in any manner whatsoever, the Transferee(s) shall be bound by all the covenants and conditions contained in this Lease Deed including but not limited to the obligation pertaining to payment of Application Fee and the Transfer Fee (as amended from time to time) in respect of further transfers and will be liable and accountable in respect thereof;
 - iii. The lease hold rights of the Lessee in the Leased Premises shall be transferred to the subsequent Lessee for the residual period of the Lease Period by virtue of a duly executed and registered Deed of Transfer of Leasehold Rights/Deed of Assignment which shall be a tripartite agreement to be entered into between the RSBTDA, Lessee herein and subsequent Transferee/Assignee i.e. the subsequent lessee. Such lease hold rights shall be transferred / assigned unto the subsequent transferee/assignee for the residual period of this Lease Deed subject to the compliance of the terms and condition and the manner set out in this Lease Deed and the Concession Agreement and the said agreement to Lease.
 - iv. In the event of death of the Lessee, the person on whom the title of the deceased in the Leased Premises devolves shall within 3 months of such devolution give written notice of such devolution to the Lessor and pay the Application Fees if the person on whom the title of the deceased devolves is a family member of the Lessee and in all other cases the aforesaid Transfer Fee shall be payable to RSBTDA;
 - v. The Transferee or the person on whom the title devolves, as the case may be, shall supply to the RSBTDA certified copies of the document(s) inter alia the probate, succession certificate, heirship documents, affidavits, declarations or otherwise as required by the Lessor evidencing the transfer or devolution;
 - vi. All arrears of Rent payable to RSBTDA hereunder shall be recoverable in the same manner as arrears of land revenue;
 - vii. In the event of the Lessee being a Company or a Partnership Firm or a Limited Liability Partnership and in the event of transfer of share holding or change in constitution of such entity of more than 49% or in the event of change in control of such entity, the same shall be construed as a transfer under this Lease Deed and therefore shall be subject to the payment of applicable Application Fee and Transfer Fee and shall be subject to the provisions of clause 8.2 (i) of this Lease Deed.

9. USAGE, ALTERATIONS/MODIFICATIONS & CONSTRUCTION CONDITIONS

9.1 USAGE

- i. The Lessee and the persons claiming through or under him/it shall use the Leased Premises or any part thereof only for the bonafide commercial and business activities subject to and in accordance with the terms of this Lease Deed and as provided in the Concession Agreement and shall not use or cause to be used or suffer use thereof in full or in part for any illegal, immoral, unauthorized or residential purposes;
- ii. The Parties agree that the Leased Premises has been given on lease to the Lessee herein to utilise the space and carry out the business of permissible commercial activities as set out in the application form/Agreement to Lease dated _____ and the Lessee not be entitled to change the nature of business to be carried out from the Leased Premises without prior intimation to Lessor in consonance with the other provision of the Concession Agreement / Lease Agreement and shall not undertake any business or activity that shall directly or indirectly in any manner whatsoever compete and conflict with the business of the Lessor;
- iii. It has been agreed that no water connection and drainage connection will be provided to the Leased Premises except provided by the Concessionaire with a view to keep the surrounding of the Leased Premises within the CF clean and well maintained and that the Lessee shall not be entitled to cook or distribute unpacked/loose foods items or tea/coffee or any tobacco products from any part of the CF except Food Court / Restaurant / Multiplex from the said Leased Premises while the Lessee shall be entitled to sell packed foods as set out in the application form;
- iv. The Lessee and the persons claiming through or under him/it shall under no circumstances carry out any political, religious, immoral or unauthorized or hazardous activities in the Leased Premises and CF Common Areas including the parking lots in the CF;
- v. The Lessee and the persons claiming through or under him/it shall not use or cause to be used or suffer use of the Leased Premises or any part thereof in a manner which may or is likely to cause nuisance or annoyance to the neighbors, occupiers, or users of other adjoining Units/other leased premises in the CF, CF Common Areas or open land in the CF or to the owners and occupiers of any other adjoining and neighboring property or land; The Lessee/ Concessionaire shall not be allowed to store, keep or dump any materials within the common areas including passage, road margin, open space, staircase & landing, Terrace etc. excluding the Leased Premises and Lessee shall not be entitled to use aforementioned common areas for personal, commercial, regional use.
- vi. The Lessee and the persons claiming through or under him/it shall be solely liable and responsible to bear any consequence, penalty, loss or liability that may arise due to any act of the Lessee and/or of the Person/agency/

- Sublet/lease claiming through the Lessee that shall be in illegal and/or in contravention of the permissible use as provided in the Concession Agreement, Agreement to Lease, this Lease Deed and/or any applicable statute/laws that shall apply to the usage of the said Leased Premises;
- vii. The Lessee shall maintain the said Leased Premises at its own cost in good condition from the date the possession of the Leased Premises and not do anything in or to the Leased Premises which may be against the Approvals, the provisions of the Concession Agreement, rules or regulations of Management Body or Concessionaire as case may be any other service provider or any local/state/national authority;
- viii. The Lessee shall not protest, object to or obstruct the execution of any development work on the said Land nor shall the Lessee be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to them or any other person/s, if any inconvenience, hardship, disturbance or nuisance is caused to the Lessee on account of necessary work being undertaken in relation to the said Project by the Concessionaire and/or the Lessor at any time hereinafter to the extent such work does not hinder or obstruct or interfere with his peaceful possession and use of the Leased Premises in accordance with the terms hereof;
- ix. The Lessee shall not do anything which causes damage or is likely to jeopardize the safety/security of the said CF in the said Project and/or any other premises leased in the CF, CF or structures of the said Project on the said Land, impair the easement of the lessees in other premises leased in the CF or cause any structural change in the Leased Premises or the said CF in which the Leased Premises is located. In case if any such damage is caused on account of negligence or default of the Lessee in this behalf then the Lessee shall be liable for the consequences thereof in addition to any other rights and remedies that the Lessor shall have in law and/or in equity;
- x. That the Lessee shall keep and maintain the Leased Premises in a decent and civilized manner and shall do his/her/its part in maintaining the appearance and façade of the CF at a high level. To this end, inter alia, the Lessee shall not (a) throw dirt, rubbish etc, in any open/green spaces, passages, parking areas, etc. and shall be responsible to store its garbage in proper garbage bins within the Leased Premises and ensure to transfer its garbage in garbage bags on daily basis to the CF's common garbage transit room (b) use the Leased Premises in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other premises/units leased in the CF etc., (c) do such things or acts which may render void, or voidable any insurance on the CF or part thereof: (d) change the external appearance/façade/elevation of the CF/Leased Premises; (i) use or cause to be used the CF Common Areas or terrace or any part whereof and facilities for its own commercial/ personal use.

9.2 ALTERATIONS & MODIFICATIONS

- i. It is understood and agreed between the Parties that the said Project has been conceptualized by the Lessor with a view to develop various RSBTDA bus terminals to provide better infrastructure and modern transport facilities by construction of new terminals and the provision of improved and enhanced passenger facilities and accordingly the Concessionaire has undertaken the development inter alia in accordance with the Approvals granted and amended from time to time by Competent Authorities and subject to all the conditions of the Commencement Certificate, Approved Plans and the BU permission issued by the competent authority.
- ii. The Lessee has been extended the opportunity to review inter alia, the documents/approvals and the Lessee agrees and undertakes to, at all times, be bound by all the terms and conditions in relation to the development of the said Project, which include the said CF, including the terms and conditions set out in the BU Permission including utilising the Leased Premises for the designated purpose only and in the manner that shall not violate any local authority, such as; Environment Health, Fire and Safety Guidelines and/or in no manner harm to the other CF users/occupiers/visitors;
- iii. The Lessee further acknowledges and agrees that, without adversely affecting the Lessee's right to use the Leased Premises to carry out the permitted business activities, as contemplated herein, the Lessor and/or the Concessionaire (in accordance with the terms of the Concession Agreement) shall have the right to, from time to time, carry out variations, modifications or alterations as it may consider necessary or as may be required by the Competent Authorities and/or under the Concession Agreement or any of the Approvals and the Lessee shall be bound by such variations, modifications or alterations and shall ensure that no obstruction for the above is created by the Lessee, provided however that; the Lessee shall not be deprived of its rights granted hereby to peacefully occupy, use and enjoy the Leased Premises in any adverse manner during the Lease Period.
- iv. The Lessee shall adhere with the terms, manner and provisions as set out in the Concession Agreement, Approvals, prevailing Laws and the bye laws of the Concessionaire/Management Body in respect of the CF Common Areas operation and maintenance in the CF; and the Lessee (i) shall not make or cause to be made any addition or alteration of whatever nature in or to the said CF, (ii) shall not make any alteration in the elevation, façade and outside colour scheme of the said CF in which the Leased Premises is situated and keep the portion, sewers, drains, pipes, if any provided or passing in the Leased Premises and appurtenances thereto in good tenable

repair and condition, and (iii) not chisel or in any other manner damage/remove columns, beams, slabs or RCC or other structural components in the Leased Premises at any time during the subsistence of the Lease Period. For any other changes including removal of walls or partition, the Lessee shall not be entitled to do so without the prior written permission of the Concessionaire.

- v. The Lessee shall not interfere with the rights of the Concessionaire and/or the Lessor (either by way of any objections, disputes or through judicial injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise) to construct on the said Land at such locations, as may from time to time be decided by the Lessor, any additional permissible facility/structures, sub-stations for electricity or office for management of underground and overhead tanks structures, offices for the Concessionaire/Management Body/Lessor, cabins for watchmen, common toilet units for domestic servants/watchmen, septic tank, and other structures in respect of the development of the said Land and subject to the compliance with law laying through or under or over the said Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any premises leased in the CF or the CF Common Areas and other structures which may be developed and constructed by the Lessor on the said Land.
- vi. The Lessee and the persons claiming through or under him shall not without the proper advance sanction or permission in writing of the Concessionaire and the Management Body (as the case may be) and the relevant municipal or other local authority concerned in this regard, make any structural or other alterations or additions to the Leased Premises save and except as may be permitted under the applicable laws and this Lease Deed and shall be obliged to preserve and maintain the beauty of external CF façade of the Leased Premises and shall not be allowed to make any changes that affect the beauty of the external CF façade of the Leased Premises;

9.3 CONSTRUCTION CONDITIONS

- i. The Lessee has represented and confirmed that it has entered into this Lease Deed after adequately satisfying himself independently in respect of the development, specification, quality, construction and execution of the said Project, the said CF and the Leased Premises and only pursuant to the same the Lessee has agreed to take the physical possession of the Leased Premises upon execution hereof. Further, it is specifically agreed by and between the Parties hereto that in the event of any structural defect that may develop within a period of 3 (three) years in the foundation of the CF

or within 2 (two) years in the super structure of the Leased Premises, from the date of execution of this Lease Deed, the Concessionaire will rectify the same at its own cost. If such defect develops in the Leased Premises after the above said periods, it is for the Lessee to get the defects rectified at its own cost after getting prior written permission from the Lessor and/or the Concessionaire/the Management Body and the Lessee and / or the persons claiming through or under him/her/it, shall have no claims for compensation whatsoever against the Lessor and/or the Concessionaire/the Management Body in any manner whatsoever in this regard;

- ii. The Lessee has agreed to take on lease the Leased Premises under this Lease Deed on an 'as-is-where-is basis', after conducting an independent due diligence in respect of the Project, the CF, the construction quality, site conditions and being satisfied about the same and that neither the Lessee nor other person occupying the Leased Premises and claiming through him/her/it any right shall have any claim for any compensation in any manner whatsoever from the Lessor for any defects in construction, structural or otherwise and the Lessee shall in no manner be entitled to initiate any legal proceeding against the Lessor or the Concessionaire in relation to and on the grounds of any constitutional documents and/or the agreement in relation to the lease hold rights including this Lease Deed and the Lessor shall in no manner be held responsible for any act of the Concessionaire in relation to the said Project;
- iii. Subject to what is set out in the Force Majeure clause in this Lease Deed, in the event the CF is destructed or demolished by any act of God or nature including an earthquake or Tsunami or a Hurricane which is beyond the control of any of the Parties to this Lease Deed, the Lessee shall not have any claim whatsoever on the said Land and the Lessor in no circumstance shall be held responsible for the same or be liable to restore such position or compensate the Lessee by providing any further facility and the Lessee has entered into this Deed having known the fact of the same very clearly. However, upon occurrences of such incidence or eventuality, as herein before said, the Lessee, together with all the other Lessee/ Occupiers of the CF, shall be entitled to the Remedy and Relief, as may be available commonly to all the Lessee/ Occupiers AND, the restoration work for re-commencement and re-use of the CF, including all the Units/ Premises, for the balance term of the Lease, shall be carried out jointly as the direct collective responsibility by all Occupiers / Lessees of the said CF. The Lessor and the Concessionaire / Management body (if applicable) shall co-operate with all the Lessee/ Occupiers in such situation as may be necessary without any financial obligation what-so-ever on their respective part, in consonance with the provisions of the Concession Agreement.

10. REPRESENTATIONS, COVENANTS AND UNDERTAKINGS

10.1 The survival of this Lease Deed is subject to and conditional upon due and punctual payment of the amounts herein reserved and due performance of all covenants and conditions herein contained on the part of the Lessee and the Lessee hereby, for himself/herself/itself and for his/her/its heirs, executors, successors and permitted assigns, hereby covenants with the Lessor and the Concessionaire, with the intent that the obligation herein contained and arising shall bind all persons and parties into whosoever hands the Leased Premises may come THAT;

- i. The Lessee has been conferred upon with the lease hold rights in the Leased Premises comprising specifically of the Leased Premises being **Unit no. _____ (Unit No. _____** as per approved plan on the _____ floor and the entitlement to use the CF Common Areas within the CF in the manner set out herein and that this Lease Deed shall not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee; upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of the Lessor without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and the said Land in the manner it may deem fit without any restriction with any other person. The ownership of the said Land at all times hereinafter shall remain with the Lessor while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it is very clear that the Concessionaire does not possess any right title or interest in the said Land except for the limited rights as the Concessionaire till the end of the term and in the manner set out in the Concession Agreement.
- ii. The Lessee shall keep the Lessor and the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, expenses and/or consequences that may be incurred and/or may arise due to breach of the terms and conditions of this Lease Deed by the Lessee and also against all statutory payments whatsoever or which may become payable or be demanded by the authorities and applicable to the Leased Premises upon execution hereof;
- iii. The Lessee shall from time to time and at all times hereinafter duly abide by the terms and conditions of the Concession Agreement, all the statutory approvals including the ones set out in the Approved Plans and the BU Permission, this Lease Deed, the bye laws that may be formed by the

Concessionaire and/or the Management Body and all the prevailing laws of the land affecting the holding of the Leased Premises as well as the development of the said CF in the said Project;

- iv. The Lessee shall not at anytime amalgamate (with another unit/property/premises in the CF or otherwise) or sub-divide the Leased Premises or part thereof or demand any partition in the CF Common Areas;
- v. The Lessee shall use the Leased Premises or any part thereof or permit the same to be used only for the commercial office purpose as per the Approvals as well as the Concession Agreement and this Lease Deed and shall not use it for any other purpose(s) and the Lessee shall be solely responsible and liable to bear the consequences arising from such negligence and the Lessor or the Concessionaire shall be in no manner be held responsible or liable for the same;
- vi. The Lessee shall at all times abide by, observe and comply with rules and regulations made applicable by the Lessor or the Concessionaire/the Management Body, as the case may be, or its nominees or any concerned authority or under any relevant laws made applicable to the Lessee, with relation to the use, occupation, enjoyment, improvement, alterations, maintenance, transfer, Sub-lease, License and alienation of the Leased Premises including the Leased Premises and the CF Common Areas including utilities, services, parking lots, amenities and facilities attached thereto in the said CF in the said Project;
- vii. The Lessee shall keep the fixtures, furniture, fittings and interiors installed in the Leased Premises, including the shell of the Leased Premises, duly insured against loss or damage by fire, earthquake, flood and other perils (theft, burglary etc.), including the third party damages and claims from the date of being entitled to use/ occupy the Leased Premises on license for fit outs during the fit out period and/or from the date of the vacant and peaceful possession of the Leased Premises being duly handed over, whichever is earlier, and to pay the premium and sums of money payable for that purpose so as to keep such insurance policy alive and subsisting at all times and provide a copy of such policy on demand to the Concessionaire/the Management Body;
- viii. The Lessee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken by the Concessionaire or whereby any increased premium/excess shall become payable in respect of such insurance;
- ix. The Lessee shall observe and perform all the governing rules and regulations which the Management Body of unit holders may adopt as also any additions, alterations or amendments thereof that may be made from time

to time for protection and maintenance of the said Project and the Leased Premises therein and for the observance and performance of any rules, regulations (including the Approvals) and bye-laws for the time being in force of the Concerned Competent Authority or RSBTDA or as per the Concession Agreement. The Lessee acknowledges and agrees that the Lessee shall be entitled to display commercial advertisement, signage, display or hoarding at any place in the said Project with prior approval of the Concessionaire. However, approval of Concessionaire shall not be required for any advertisement within a particular unit.

- x. If the Lessee in any manner falls in the category of non-resident/foreign company/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin himself to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the Leased Premises or for transfer thereof. The Lessee has to strictly comply with such regulations and satisfy the Concessionaire/the Lessor in this regard, on failure whereof the Lessor may at its own discretion shall have the right to cancel the lease of the Leased Premises in favor of the Lessee herein;
- xi. The Lessee shall permit the Concessionaire/Lessor/Management Body and its surveyors and agents, at all reasonable times, to enter into the Leased Premises or any part thereof for the purpose of carrying out necessary inspection/repairs/maintenance;
- xii. That the Lessee is a company/LLP/partnership firm duly incorporated under the provisions of the _____ and that no winding up petition has been filed in any manner whatsoever by/against the Lessee and that its charter documents inter alia the memorandum and the articles of association duly entitles the Lessee to acquire the Leased Premises in the manner set out in this Lease Deed. Further, _____ has been duly authorized at the meeting of the Board of Directors dated _____ to sign/execute this Lease Deed and all such documents/deeds/writings on behalf of the Lessee that may be necessary to acquire the Leased Premises;
- xiii. The Lessee is aware that the Concession Agreement is the charter document based on the which the Concessionaire has been conferred the rights to develop, design, finance, build, operate, maintain and transfer the said Project and it clearly sets out rules and regulations in relation to the requirement of the CF Common Areas in the said Project based on the usage of the land and with an assurance to adhere with the same, the Lessee agrees, undertakes and assures to take on lease the Leased Premises;

- xiv. The stamp duty and registration charges for execution of this Lease Deed or any other document that may be required to be executed in relation to the leasing of the Leased Premises to the Lessee, service tax, (Municipal Corporation / Urban Development Authority) Charges, water connection charges, charges by electrical service provider company for cable etc., Advocate Fees, infrastructure development fees, labor cess and any other taxes and levies levied by Central/State Governments, any or all as may be applicable, will be payable at actual without demur by Lessee, over and above the said Premia amount, upon execution hereof and payable in regard to the same at any time hereinafter. The municipal taxes, if any, will be borne by Lessee. Any charges levied after the lease will also be payable by the Lessee. Any other supplementary taxes and charges levied/ demanded subsequently by any statutory body or authority as per final assessment, as and when completed before or after the Lease Deed execution, will also be payable by the Lessee;
- xv. The Lessor shall be solely and absolutely entitled to any and/or all the benefits, rights, privileges, additions or improvements in relation to the development of the said Land in future inter alia arising out of additional FAR, Zoning, Transferable Development Rights (TDR), Town Planning Scheme at all times hereinafter and neither the Concessionaire nor the Lessees or the Management Body in any manner shall be entitled to the same and that the Lessee agrees that if there is any permitted FAR balance left unconsumed or if there is any subsequent increase in permissible FAR in the said Project by the competent authority then, subject to the provisions of the Concession Agreement, the Lessor alone shall be entitled, as per its discretion to use/transfer such excess/additional FSI;
- xvi. The Lessee shall from time to time or all times pay and discharge all rates, taxes, duties, levies, charges and assessment of every description, fines, penalties and other outgoings which, now or may at any time hereafter during the subsistence of the Lease Deed, as may be assessed, charges or imposed upon the Leased Premises in respect of its Leasing/its occupation/the business activities carried out from therein or in respect of its landlord/owner, its tenant or occupier. The Lessee shall indemnify and keep indemnified the Lessor and the Concessionaire from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed payment, attachment, disturbance of possession, notice order, litigation etc.
- xvii. The Lessee and the persons claiming through or under them shall be liable to pay to the concerned Competent Authorities/other entities the electricity, water, sewage power, telephone, sanitation and such other applicable utility expenses, charges and rates, including penalties for delay or default in payment, applicable from time to time in respect of the

Leased Premises /business activities carried on thereat and shall always indemnify and keep indemnified the Lessor and the Concessionaire in relation to the same;

- xviii. The Lessee and the persons claiming through or under them shall on the termination of the Lease Deed by efflux of time or otherwise, forthwith or without demure or delay, peaceably vacate the Leased Premises and yield the Leased Premises unto the Lessor or its nominated agencies.
- xix. The Concessionaire has availed Project Finance from its lenders and agrees to obtain No Objection Certificate (“NOC”) from its lenders/security trustee with respect to the transfer of the Leased Premises and other premises in the CF, on or before the execution of this Lease Deed. Upon payment of amounts as stipulated in the NOC in respect of the Leased Premises, a release letter releasing the Leased Premises from the mortgage shall be executed. The Concessionaire undertakes to obtain release documents from the lender upon payment of balance consideration.

10.2 GENERAL REPRESENTATION AND WARRANTIES:

Each Party represents and warrants to the other that:

- a. it has the power to execute, deliver and perform its obligations under this Lease Deed;
- b. this Lease Deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c. the execution, delivery and performance of its obligations under this Lease Deed does not contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

11. MORTGAGE

11.1 MORTGAGE

- a. That for the purpose of raising finance or availing loans from banks or financial institutions for paying Premia of the Leased Premises, the Lessee shall be entitled to mortgage or create charge on his lease hold rights in the Leased Premises in accordance with inter alia the provisions of this Lease Deed, the Concession Agreement and as per any other government notifications pursuant to which the said Land has been allotted subject to a prior written approval for the same being obtained from the Lessor Provided that any such mortgage/ charge shall come to an end/ stand extinguished upon the expiry / earlier

termination of this Lease Deed in terms hereof, and provided further that upon expiry / early termination of this Lease Deed, the vacant possession of the Leased Premises shall be handed over to the Lessor, free from any encumbrance and or security interest. The Lessee shall include a suitable provision to this effect in any and all of its financing and security documents (to be executed between the Lessee and his lenders), under which a charge is created over the said Unit.

- b. The Lessee shall be liable to discharge & pay installments of their availed finance repayment directly and regularly to the lending Bank/Financial Institution and shall ensure not to default in his loan repayment and not allow any installments repayment to fall over due;
- c. The Lessee covenants that the Lessor in no manner shall ever be liable, accountable or responsible for any consequence, liability for any loan taken or charge created by the Lessee and whereby, any rights proposed to be created in respect of the Leased Premises in favor of Banks/Financial Institution would be subject to the provisions of the Concession Agreement and subject to the rights of Lessor under the Concession Agreement;
- d. The documents creating mortgage/charge in favour of such financial lenders would in addition to disclosing the terms and conditions on which the Lessee would hold the Leased Premises, also clearly bring out the fact that the Lessor shall have a lien on the Leased Premises to the extent of any/all outstanding dues/payments to be made by the Lessee to the Lessor and the Lessee as well as the financial lenders shall be bound by such regulations. The Lessee shall not be entitled to transfer the Leased Premises until a NOC is issued by the lender with regard to the mortgage/charge on the Leased Premises. Provided that the right to create mortgage or any charge by the Lessee shall be only with respect to the Leased Premises and no other part of the said Project and any proceeding in relation to the recovery, attachment, auction or otherwise initiated by the lender shall only be in relation to the Leased Premises and no other part or premises out of the said Project shall be subject to the same;
- e. In the event the Lessee has committed a default under the financing agreements executed in favor of its lenders, and the lenders choose to exercise its right for recovery of its receivable amount then the same shall be subject to the satisfaction of all dues payable to the Lessor and as per the terms and conditions of the Lease Deed.

12. DELIVERY OF POSSESSION

- 12.1 The Lessee has been put in vacant and peaceful possession of the Leased Premises simultaneously with the execution of this Lease Deed along with entitlement to use the CF Common Areas and the Lessee hereby admits and acknowledges of having being put in use and occupation of the Leased Premises on Leasehold basis upon

execution hereof;

- 12.2 Simultaneous to the execution hereof, the Lessee has fully satisfied itself with regard to the design, lay out and specifications of the Leased Premises and acknowledge in writing to that effect to the Lessor and the Concessionaire by way of a receipt for possession duly signed by the Lessee ("**Possession Receipt**"). The Possession Receipt shall be deemed to be a valid and binding document on the Lessee so as to ensure that the Lessee has been duly put into possession of the Leased Premises in the condition absolutely agreeable and acceptable with the Lessee and duly in accordance with the specifications/details/condition agreed upon and that the Lessee shall not at any time thereafter be entitled to raise any dispute/objection/ grievance/contention whatsoever in that regard.

13. INDEMNIFICATION

The Lessee shall keep the Lessor its agents and representatives as well as the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, suits, proceedings, penalties, expenses and/or consequences that may be incurred and/or may arise due to breach or non compliance of any terms and conditions or his obligations under this Lease Deed or the Concession Agreement or the Agreement to Lease that shall amount to a material breach by the Lessee and also against all statutory payments whatsoever or which that may become payable or be demanded by the authorities and applicable to the Leased Premises after from the date of execution hereof and the vacant and peaceful possession of the Leased Premises being handed over to the Lessee herein.

14. TERMINATION & ITS CONSEQUENCES

- 14.1 This Lease Deed shall expire by efflux of time upon completion of the Lease Period as set out herein and upon the same the Lease shall stand automatically terminated and the lease hold rights given hereunder shall stand revoked and shall come to an end.

- 14.2 Further, if the Rent payable by the Lessee to the Lessor as agreed herein above, whether legally demanded or not, or if the Lessee shall at any time willfully default to perform any material covenants, representations and conditions herein contained or shall commit material breach of any of the conditions, representations or covenants, then the Lessor shall be entitled at its option to terminate this Lease Deed after giving a 30 (thirty) days written notice to the Lessee (without prejudice to any other rights of the Lessor under this Lease Deed) or in case of any of the events of defaults as set out herein below shall be liable for termination of this Lease Deed: -

- i. Failure on the part of the Lessee to pay the Lessor the Rent in accordance with the provisions of this Lease Deed;

- ii. Any violation or non compliance by the Lessee or its successor in title or the sub -Lessee, of the terms and conditions of this Lease Deed;
 - iii. The Lessee using or permitting or causing the use of the Leased Premises for purposes other than those as contemplated by this Lease Deed;
 - iv. The Lessee doing or permitting to be done or happening of any act, matter, deed or thing in violation of Applicable Laws and Applicable Permits in the Leased Premises;
 - v. The Lessee dealing with the Leased Premises inter alia mortgaging, assigning or otherwise creating charge over its leasehold rights in contravention to the terms and the manner set out herein in favour of any third party;
 - vi. Change in management control of the Lessee whereby such amended entity is involved in or undertaking any business activity which relates to the bus transport business/activities and competing directly or indirectly with the Lessor herein (applicable in case the Lessee is a non individual entity)
- 14.3 Upon expiry of the Lease Period by efflux of time or its earlier termination as above, the Lessee shall vacate the Leased Premises and put the Lessor or its nominated agency in vacant and peaceful possession of the Leased Premises free from all third party claims/ interests/encumbrances whatsoever and in good condition as at the time of execution of this Lease Deed (normal wear and tear excepted) on the date of expiry or termination of this Lease Deed and if the Lessee fails to remove its goods and materials as stipulated hereinabove on or before the expiry of the Lease Period then the Lessee shall be bound and liable to pay to the Lessor, without prejudice to any other right of the Lessor under this Lease Deed, the Rent/amounts thus due for payment shall attract interest calculated @ SBI PLR plus 2% additional charges per annum from original due date of the payment till the date of actual payment.

15. FORCE MAJEURE

- i. Neither Party shall be liable to the other Party or be deemed to be in breach of this Lease Deed by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Lease Deed, if the delay or failure is due to any Force Majeure event.
- ii. For the purpose of this Lease Deed, “**Force Majeure**” is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves,

landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

16. RESOLUTION OF DISPUTES & GOVERNING LAW AND JURISDICTION

If any dispute or difference or claims of any kind arises between the Parties in connection with the rights, duties or liabilities of any Party under this Lease Deed, whether before or after the termination of this Lease Deed, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. In the event of any discrepancy in relation to the interpretation of any clause in this Lease Deed then decision of the Secretary, RSBTDA shall be final and binding upon the Parties hereto;

This Lease Deed shall be governed by and construed in accordance with the laws of India. The courts at Jaipur shall have exclusive jurisdiction in all matters pertaining, relating or incidental to this Lease Deed.

17. LIABILITY FOR INSPECTION OF DOCUMENTS

Except to the extent expressly provided in this Lease Deed, no review, comment or inspection by the Lessor of any document submitted by the Lessee/ Concessionaire nor any observation or inspection of any document hereunder shall relieve or absolve the Lessee/Concessionaire from discharging its obligations, duties and liabilities under this Lease Deed, the Applicable Laws and Applicable Permits unless such action or obligation of the Lessor prevents the Lessee/Concessionaire to discharge its obligation.

18. NOTICES

All notices to be given or made under this Lease Deed shall be in English language and in writing and delivered personally or sent by pre-paid post or by telefax or by courier in the following manner:

THE LESSOR/RSBTDA

Attn.: Secretary

Address: Parivahan Bhawan, Sahkar Marg, Jaipur

Fax No. 0141-

THE LESSEE

Attn.:

Address:

Fax No.

The CONFIRMING PARTY:

Attn.: Name of the Concessionaire

Address : -----

Such notices and other communication duly given shall be deemed to be effective if given by personal delivery or sent by registered post AD or if transmitted by facsimile or if sent by certified or registered mail. Any change in the address of any Party shall be communicated to the other party forthwith.

19. COUNTERPARTS

This Lease Deed shall be executed and registered in accordance with the provisions of the Registration Act and the original will be retained by the Lessee and a certified copy of the same shall be provided to each of the Concessionaire as well as the Lessor.

20. MISCELLANEOUS

- i. Each of the rights of the Lessor under this Lease Deed are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Lessor, whether under this Lease Deed or otherwise;
- ii. Any delay tolerated or indulgence shown by the Lessor in enforcing the terms, conditions, covenants, agreements, stipulations and/or provisions, herein mentioned, or any forbearance or extending any time periods set out under this Lease Deed, shall not be treated or construed as a waiver on the part of the Lessor of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions mentioned herein by the Lessee, nor shall the same in any manner prejudice the rights and interests of the Lessor;
- iii. No waiver of any breach of any provision of this Lease Deed shall construe to be waiver of similar breach and no waiver shall be effective unless made in writing and signed by an authorized representative of the Lessor;

- iv. No amendment of this Lease Deed shall be binding on either Party unless such amendment is in writing and signed by both Parties;
- v. If any provision of this Lease Deed is declared invalid, unenforceable or prohibited by a Court of Law, the remainder of this Lease Deed shall continue to be valid, enforceable and binding on the Parties;
- vi. The Recitals, recorded herein above in these presents, shall form the integral part of this Lease Deed as if the same are set out in the body of this Lease Deed and the Parties hereto shall be deemed to have recorded, repeated and confirmed the same;
- vii. Except as otherwise agreed between the Parties, this Lease Deed together with Appendix and Annexure constitutes the entire deed of the Parties as to its subject matter and supersedes any other previous understanding or agreement;
- viii. In the event of any discrepancy in relation to the interpretation of any clause in this Lease Deed then decision of the Secretary, RSBTDA shall be final and binding upon the Parties hereto;
- ix. ix. Notwithstanding any other provision to the contrary herein under this Lease Deed, the terms which by their nature survive termination or expiration of this Lease Deed shall continue to be binding on the Parties following any expiration or termination of this Lease Deed. Such terms shall include, but not limited to Article 14 (Termination/Expiry), Article 16 (Dispute Resolution), Article 18 (Governing Law and Jurisdiction) and Clause 18 (Notices) of this Agreement.

**Appendix-I
(Description of the Land)
(to be added later)**

Appendix-II
(Description of the Leased Premises)
(to be added later)

ANNEXURES

(to be added later)

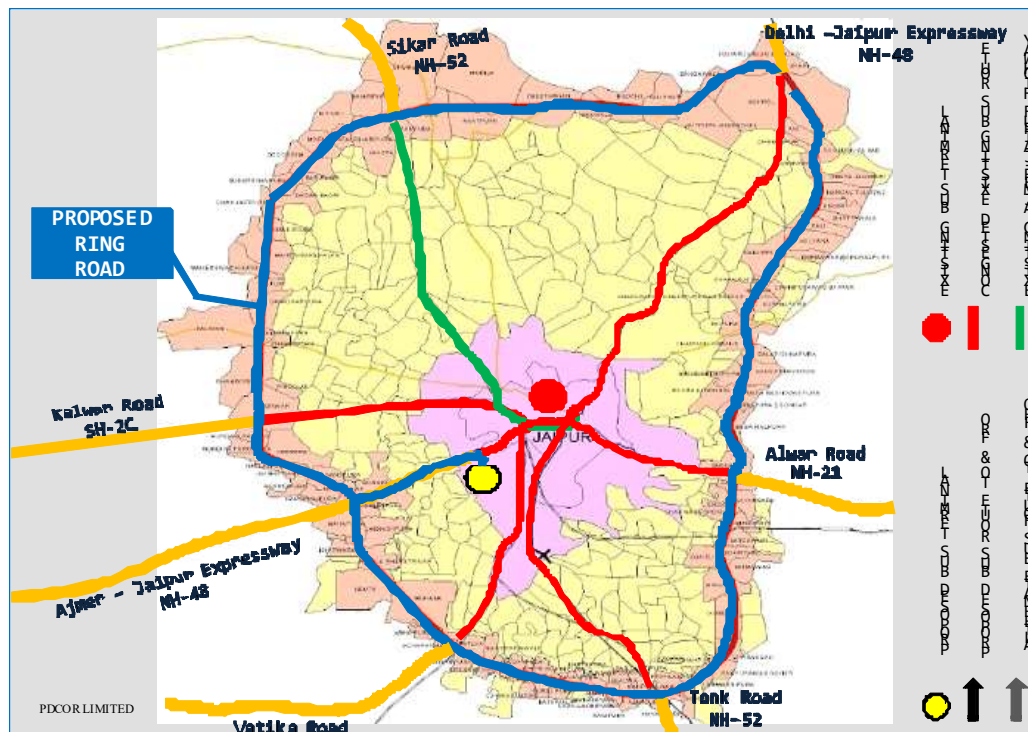
ARTICLE 35 Schedule-XIV Project Site

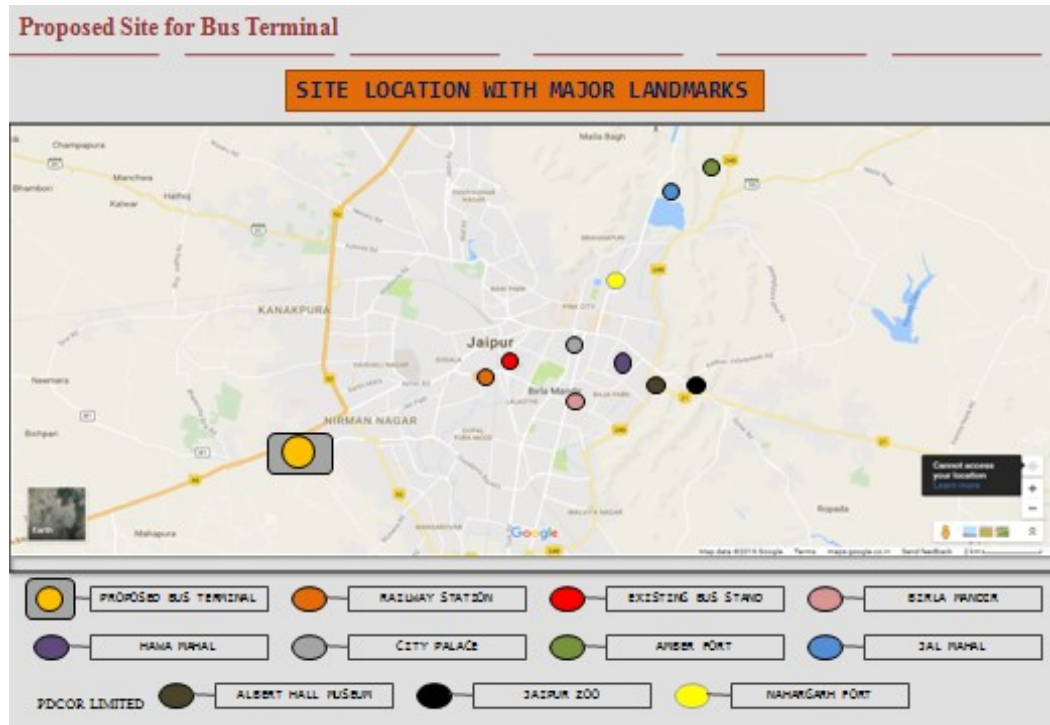
1. Location of Project Site

In order to establish Jaipur as a 'World Class City', State Government is taking various initiatives. One such initiative is in the form of "Inter State Bus Terminal" (ISBT) proposed to be developed at the Heerapura in Jaipur city. The earmarked site for the new Bus Terminal is located at a distance of about 3.0 km towards Ajmer from the junction of C-Zone bypass and Jaipur-Ajmer Road (NH 8) and is about 10 km from Jaipur Railway Station. The site lies at 11 km before the existing Toll Plaza on Jaipur-Ajmer stretch of NH 8 as one travels from Jaipur to Ajmer. Location map of Project Site is given in Figure 6-1.

Jaipur Development Authority has allotted a land parcel of approximately 47,000 sqm which is a plain terrain in an irregular shape. The site has access through the service road from Jaipur-Ajmer Road NH 8. The service road is a two-lane undivided carriageway which merges with existing six-lane divided carriageway just 50 meters from the mentioned service road. The Mansarovar Metro Station is at a distance of 3.0 km from the site.

Location Map of Proposed Site





2. Existing Components of the Site

The allotted site for the proposed Bus Terminal comprises of barren land. Only limited part of the site is being utilized for cultivation.

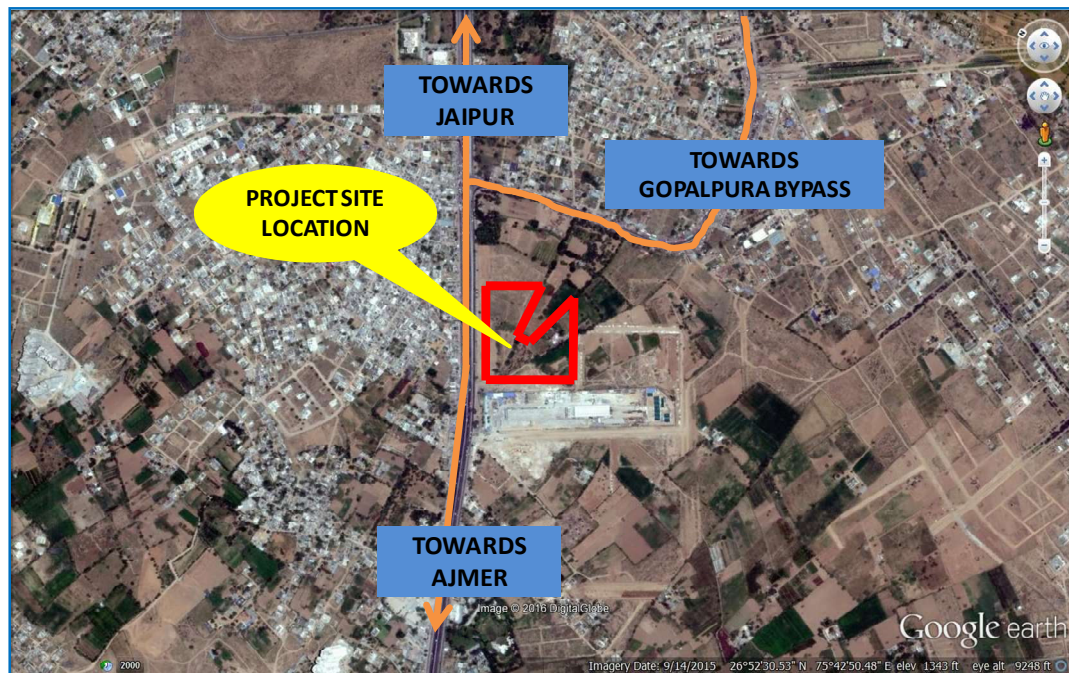
Photographs Project Site Plot





3. Frontage and Access

This land has frontage on two sides i.e. on 2-lane Service road and National Highway-8 on front side and on 24 m wide proposed sector road on the rear. The following figure shows Frontage & Access details for proposed site.





4. Site Features and Topography

As mentioned above, the newly allocated Bus Terminal plot area is irregular in shape and spreads over an area of 46545 sqm. Majority of the site area is at the same level as that of the road except some portion of the central of the land area. However there is gradual slope from road side. The project site is having an approach from three sides which assures good circulation area for the movement of city buses, state buses, para-transit and private vehicles without any hindrance or obstruction to the traffic flow on the nearby six-lane National Highway NH-8. There would be little chance of conflict of traffic and the site will also cater to the future traffic demands.

5. Selection of Site

For development of the site as ISBT, a SWOT analysis has been done

6. Strengths

- ❖ Proposed site is near the National Highway-8 & the Proposed Ring Road
- ❖ Proposed Metro Station is located near the proposed site (3 km)
- ❖ The site has the potential for vertical development to accommodate the features of Bus Terminal.
- ❖ Transit Stations and need for Commercial Development (Work) at the same place
- ❖ Ownership of land is with the RSBTA; hence, no acquisition of land is involved.
- ❖ The area of the land is sufficiently large to accommodate features of ISBT as required for present and future demands
- ❖ The identified site is in mixed commercial land use plot as per the Master Development Plan , 2025 for Jaipur City and is therefore most suitable from the point of view of development of Bus Terminal
- ❖ Minimal negative social impact involved.
- ❖ Ease of access by buses and passengers:

- ❖ Access to support infrastructure facilities (power/water):

7. Weakness

- ❖ Away from city centre

8. Opportunity

- ❖ Need of retail/office spaces in nearby area. Demand for commercial space due to transit oriented development
- ❖ Congestion related problems can be addressed effectively through planned traffic circulation plan and bus rerouting plan
- ❖ Mansarovar Metro Station which is 3 km from the Site can be extended up to the Site for providing connectivity to commuters/passengers.

9. Threats

Additional commercial development can lead to further congestion if adequate counter measures are not taken through proper management.

10. Land Ownership and Possession

For any project development work, ownership of land and possession of land are crucial factors. The record reveals that the ownership of entire land admeasuring approximately 46545 sqm lies with RSBTDA. Jaipur Development Authority had transferred the land to RSBTDA through a government order on lease basis in the year 2016.

11. Physical infrastructure components.

For a project of the magnitude of ISBT with commercial complex, the following factors need to be examined:

- Accessibility to the site
- Availability of power
- Availability of water
- Solid waste management system
- Drainage features of the site
- Sewerage system

The consultant has examined all these factors and the findings are given below:

- 1) Accessibility: The project site is well connected by Road and Public Transport. The JCTSL city bus route is passing nearby the terminal. The Metro station is just 3.0 km away from the project site.
- 2) Electricity. The supply of electricity is available at the site. There is electrical substation at Heerapur. Power supply is therefore not an issue.

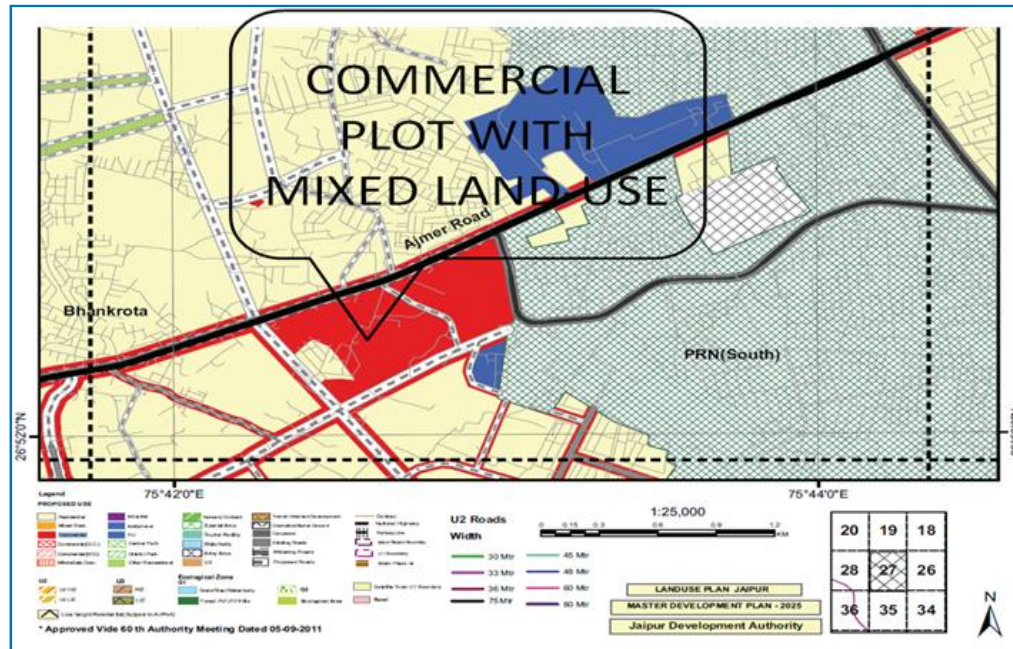
- 3) Water: Sufficient water is available at the site. The proposed water Supply lane of PRN area of PHED is existing in the nearby area.
 - 4) Drainage Arrangement: Drainage system of the site and the nearby area is not properly designed. Water gets accumulated in the land area of the site during rains. This need to be addressed properly.
 - 5) Solid Waste Management: At present there is no solid waste management system.
 - 6) Sewage Arrangement: Public sewer line is available in the adjacent area.
12. Master Plan and Existing Building by- laws

As per the Master Development Plan 2025, the existing and the proposed land use of this site is transport terminal with commercial and mixed use. However, for development of commercial component in the proposed Transport.

Existing Land Use for proposed Site



Proposed Land Use for the Site as per Master Plan 2025



As per the latest building by laws for mixed commercial land use on Ajmer road, ground coverage of 35% of the land area is permissible; 18 m front setback; 9 m set back on the remaining three sides. However due the National highway no permanent construction is permitted at a certain distance from centre line of the road. As per the site condition the permanent structure at the project site may be some distance away from front boundary. The standard floor index area is 1.33 free and maximum FAR is 2.25, with condition of payment for extra FAR. . The maximum permissible height of building is 1.5 times the width of the road plus front setback for 30 m and above wide roads. From the point of view of safety from fire, maximum permissible height of building structure is 50 m. There are no separate by-laws for transport related structures.

The proposed Bus Terminal with commercial complex is of special category of project which will have a mixed land use. As the existing by-laws do not stipulate the building by laws for such kind of projects, specific approval of the competent authority will have to be obtained.

ARTICLE 36 Schedule-XV

Bid of Preferred Bidder

To be added from the Proposal of Successful Bidder

ARTICLE 37 Schedule-XVI
Bus Terminal Facilities Implementation Schedule

1) BTF Construction Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-XVI for each of the Project Milestones (the " Bus Terminal Facilities Construction Milestone"). Within 15 (fifteen) days of the date of each Bus Terminal Facilities Construction Milestone, the Concessionaire shall notify the Concessioneing Authority of such compliance along with necessary particulars thereof.

2) Bus Terminal Facilities Construction Milestone-I

- 2.1 Project Milestone-I shall occur on the date falling on the [150th (one hundred and fiftieth)] day from the Effective Date (the " Bus Terminal Facilities Construction Milestone-I ").
- 2.2 Prior to the occurrence of Bus Terminal Facilities Construction **Milestone-I**, the Concessionaire shall have commenced construction of the Bus Terminal Facility and expended not less than 10% (ten per cent) of the Total Project Cost of Bus Terminal Facility set forth in the Financing Documents.

3) Bus Terminal Facilities Construction Milestone-II

- 3.1 Bus Terminal Facilities Construction Milestone-II shall occur on the date falling on the [400th (four hundredth)] day from the Effective Date (the " Bus Terminal Facilities Construction Milestone-II").
- 3.2 Prior to the occurrence of Bus Terminal Facilities Construction Milestone-II, the Concessionaire shall have commenced construction of the Bus Terminal Facility and expended not less 35% (thirty five per cent)of the Total Project Cost of Bus Terminal Facility set forth in the Financing Documents.

4) Bus Terminal Facilities Construction Milestone-III

- 4.1 Bus Terminal Facilities Construction Milestone-III shall occur on the date falling on the [600th (six hundredth)] day from the Effective Date (the " Bus Terminal Facilities Construction Milestone-III")
- 4.2 Prior to the occurrence of Bus Terminal Facilities Construction Milestone-III, the Concessionaire shall have commenced construction of the Bus Terminal Facility and expended not less 75% (seventy five per cent) of the Total Project Cost of Bus Terminal Facility set forth in the Financing Documents.

5) Scheduled Construction Completion Date

- 5.1 Scheduled **Construction Completion Date** shall occur on the [720th (seven hundred and twentieth)] day from the Effective Date.
- 5.2 On or before the Scheduled **Construction Completion Date**, the Concessionaire shall have completed full and final construction and development of the Bus Terminal Facility in all respect, as defined in this Agreement.

ARTICLE 38 Schedule-XVII
Vesting Certificate

1. **RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY**, a statutory body constituted under **RAJASTHAN STATE BUS TERMINAL DEVELOPMENT AUTHORITY ACT, 2015** having its office at Parivahan Bhavan, Sahkar Marg, Jaipur, (the "RSBTDA") refers to the Agreement dated *** (the "Agreement") entered into between the RSBTDA and **** (the "Concessionaire") for development of Bus terminal with Commercial Facilities at (the "Project") on design, build, finance, operate and transfer ("DBFOT") basis.
2. The RSBTDA hereby acknowledges compliance and fulfilment by the Concessionaire of the divestment requirements set forth in Clause 14.6 of the Concession Agreement on the basis that upon issue of this Vesting Certificate, the RSBTDA shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the RSBTDA, 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 Concessionaire to rectify and remedy any defect or deficiency in any of the divestment requirements and/or relieving the Concessionaire in any manner of the same.

Signed this *** day of **, 20** at [***].

AGREED, ACCEPTED AND SIGNED SIGNED, SEALED AND DELIVERED

For and on behalf of

and on behalf of

CONCESSIONAIRE by:

RSBTDA by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

ARTICLE 39 Schedule-XVIII
Substitution Agreement

(Draft shall be provided by Successful Bidder)