REQUEST FOR PROPOSAL

Request for Proposal

Through e-procurement Portal of Government of Tamil Nadu

(https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in)

For

Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

February 2026

Volume I	Request for Proposal
Volume II	Draft Concession Agreement

Issued by

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD

No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

\METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD.

GOVERNMENT OF TAMIL NADU (GOTN) UNDERTAKING

NO.2, PALLAVAN ILLAM, PALLAVAN SALAI, CHENNAI – 600 002

Notice Inviting e-Tender

REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT, SUPPLY, OPERATION AND MAINTENANCE OF 220 (7m-70 BUSES and 5m-150 BUSES) AC LOW FLOOR ELECTRIC BUSES AND DEVELOPMENT OF ALLIED ELECTRIC AND CIVIL INFRASTRUCTURE ON GCC

Metropolitan Transport Corporation (MTC) (the "Authority or MTC") is a Government of Tamil Nadu (GoTN) undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area. MTC currently operates a fleet size of more than **4030 buses as of February 2026 on 671 routes** and caters to more than 33.60 lakh passengers daily handling operations through **35 depots. The Chennai Metro is being operated by the Chennai Metro Rail Limited (CMRL) which currently runs two major lines spanning 54.1 km with 41 stations, commuting 3 lakh passengers daily**

MTC is currently operating 22 Small Buses as exclusive First & Last Mile Connectivity (FLMC) services for few Metro Stations. This is inadequate to meet the existing demand and requirements of CMRL. Hence, MTC is planning to improve the connectivity between unserved interior urban neighbourhoods and **metro stations** through introduction of midi/ mini buses as FLMC **services for CMRL in order to enhance metro ridership.**

MTC now invites eligible entities/ firms for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC in Chennai. These buses will be operated as conductor-less services with on-board Fare Collection System (FCS).

MTC invites Request for Proposal (RFP) in the form of bid ("Bid") through e-procurement portal of Government of Tamil Nadu https://tntenders.gov.in from suitable business entities and other interested parties to be selected through an open, transparent and global competitive bidding process.

The Bid document can be downloaded from the e-procurement portal of Tamil Nadu and website of MTC Chennai and TNIDB from (**https://tntenders.gov.in**, **https://mtcbus.tn.gov.in/**, **https://tnidb.tn.gov.in**) . The Bid security of amount as per details given in RFP in the form of original bank guarantee shall be submitted to Managing Director, Metropolitan Transport Corporation (Chennai) Ltd., No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002, so as to reach on or before the timelines provided in the RFP document.

Pre-bid meeting will be held on **09.03.2026 at 15:00 hrs.** IST, in the Conference Room of, Metropolitan Transport Corporation (Chennai) Ltd., No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002.

Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002

E-mail: amprojects1.mtc@gmail.com

Phone: +91-9445039186

Steps for Registration on E-Procurement Portal of Government of Tamil Nadu

1.1 The subject procurement will be done through e-tender portal. The NIT is available on the website https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in or could be viewed after following the link of 'e-Tendering' on MTC's and TNIDB website's Notifications Page, i.e., https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in from where the bidders registered with **E-Procurement Portal of Government of Tamil Nadu** (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online through https://tntenders.gov.in only. The Tender submission, Tender closing and opening will be done electronically and online.

Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website https://tntenders.gov.in/nicgep/app

1.2 Bidders are requested to visit "e-Tendering" section at **E-Procurement Portal of Government of Tamil Nadu** website, https://tntenders.gov.in for instructions and registration

1.3 **MTC Support Telephones and e-mail id**

E-mail: amprojects1.mtc@gmail.com; **Phone:** +91-9445039186

DATA SHEET

1.	**Title of the Assignment**	Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting
2.	**Contract Signing Authority**	Metropolitan Transport Corporation (Chennai) Ltd
3.	**Bid Validity Period**	180 days from the Bid Due Date
4.	**Tender Fee**	Nil
5.	**Bid Security**	INR 1 , 10,00,000/- (Rupees One Crore Ten lakhs Only) *[INR 50,000/- (Fifty Thousand Rupees Only)* ***Per Bus****]* to be submitted through the Tamil Nadu Government e-Procurement portal (TNTENDER) in the form of Electronic Bank Guarantee (e-BG).
6.	**Method ofSelection**	Weighted Average Per Kilometre Fee (Rs/Km)
7.	**Consortium Allowed**	Yes [The maximum members in a Consortium (including Lead member) shall be (3) three.]
8.	**Details for Submission of Queries**	All queries regarding the assignment should be addressed to: The Managing Director Metropolitan Transport Corporation (Chennai) Ltd., Pallavan Illam, Pallavan Salai, Chennai – 600 002 Email:amprojects1.mtc@gmail.com,
9.	**Bid Due Date**	Date: 07.04.2026; Time: 16:30Hrs.
10.	**Pre-Bid Meeting**	Physical Pre-Bid Meeting at the venue provided in point no. 8 of this Data Sheet.
11.	**Website details**	Replies to queries/clarifications/addendum/corrigendum etc. shall be posted onthe following websites: https://tntenders.gov.in/, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or any subsequent information, whether verbally, documentary or any other form; by or on behalf of the Authority or any of its employees or advisers to the prospective Bidders, is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Bids (the **"Bid"**) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case a Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultants in this RFP or any subsequent information as mentioned above including but not limiting to any project report etc. then the same shall not in any manner bind/make liable the Authority and/or its consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

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

4. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidder shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bids. All such costs and

expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

6. The Authority, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP including but not limited to the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that the Authority is obligated to select a Bidder or to appoint the Successful Bidder, as the case may be, for Project and the Authority reserves the right to reject all or any of the Bids at any time without assigning any reasons whatsoever and in case of declaration of a Successful Bidder at any time before award of the work/issuance of LoA to the Successful Bidder.
10. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
11. Laws of the Republic of India are applicable to this RFP.

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ACRONYMS

AIIB	Asian Infrastructure Investment Bank
CCP	Chennai City Partnership
CMVR	Central Motor Vehicle Rules 1989
COD	Commercial Operation Date
C-SUSP	Chennai Sustainable Urban Services Program
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	Gross Cost Contracting
GOI	Government of India
GOTN	Government of Tamil Nadu
GST	Goods & Services Tax
H1	Highest Price
IBRD	International Bank for Reconstruction and Development
INR	Indian National Rupees
ITB	Instructions to Bidder
L1	Lowest Price
LCS	Least Cost Based System
LOA	Letter of Acceptance
MAAT	Minimum Average Annual Turnover
MTC	Metropolitan Transportation Corporation
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
P-for-R	Program-for-Results
PMU	Program Management Unit
POA	Power of Attorney
RFP	Request for Proposal
SEBI	Securities and Exchange Board of India
SPV	Special Purpose Vehicle
TNIDB	Tamil Nadu Infrastructure Development Board
TOT	Transfer of Technology
USD	United States Dollar

1 INTRODUCTION

1.1 Background

1.1.1 Metropolitan Transport Corporation (MTC) (hereinafter referred to as "**Authority**") is a Government of Tamil Nadu undertaking registered under Companies Act, 1956. It is entrusted with providing city bus services in Chennai Metropolitan Area (CMA). MTC currently operates a fleet size of 4030 buses as of February 2026 on 671 routes and caters to more than 33.60 lakh passengers daily. MTC has a total manpower of around 20,000 employees, handling operations through 35 depots.

1.1.2 Chennai Metro Rail Limited (CMRL), a joint venture between the Government of India and the Government of Tamil Nadu, operates the Chennai Metro, a modern rapid transit system serving Chennai through a blend of underground and elevated corridors. It began operations in June 2015 and currently runs two major lines spanning 54.1 km with 41 stations, commuting 3 lakh passengers daily. As part of its long-term expansion, three additional lines totalling 118.9 km with 128 stations are under construction, aiming to significantly enhance connectivity and integrate seamlessly with other urban transport networks.

1.1.3 Currently MTC is operating 22 small buses as exclusive First & Last Mile Connectivity (FLMC) bus services for few Metro Stations. However, these services are inadequate to meet the existing demand and requirements. It was observed that inadequate first and last mile connectivity has been a key deterrent preventing commuters from shifting from private modes of transport to the Metro system. Enhancing FLMC is therefore essential component to improve the metro ridership.

1.1.4 In this regard, MTC intends to operate 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses as Conductor Less buses with on board Fare Collection System (FCS) devices. These buses will be operated along the routes identified by CUMTA and CMRL around 5 km Primary Influence Area of the metro stations.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Operator, including the scope of the Operator's services and obligations (the "Concession").

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

1.2 Scope of Bid

1.2.1 The Authority wishes to seek responses to the RFP document in the form of bid ("Bid") in terms of Clause 1.2.4.

1.2.2 The Bids would be evaluated based on the evaluation criteria set out in this Request for Proposal (RFP) Document (hereinafter referred to as the "Evaluation Methodology") in order to identify the Successful Bidder (s) for the Project. The Successful Bidder(s) would then be required to enter into an agreement (hereinafter the "Concession Agreement") with the Authority as per the draft set forth in Volume II of this RFP document and perform the obligations as stipulated therein, in respect of the Project.

1.2.3 Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

1.2.4 Pursuant to the release of this RFP document, the Authority shall receive Bids, prepared, and submitted in accordance with the terms set forth in this RFP document and other documents to be provided to the Authority pursuant to this RFP document including annexure and appendix thereto (collectively referred to as the "**Bidding Documents**"), as modified, altered, amended, and clarified from time to time by the Authority and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.12.1 for submission of Bids

1.2.5 Any condition or qualification or any other stipulation contained in the Bid not in conformity with this RFP document shall render the Bid liable to rejection as a non-responsive Bid.

1.2.6 A Concession Agreement as per the format provided in Volume II ("Concession Agreement") shall be signed in terms of either Clause 2.1.18 or Clause 2.1.19. The period of Concession Agreement and assured kms per bus per day for the e-buses is as follows:

Bus Type	Number of e-buses	Assured Kilometers per e-bus per month	Concession Period
7 metre AC Low Floor (400mm) Electric Bus AC	70	4200	12 years
5 metre AC Low Floor (400mm) Electric Bus AC	150	4200	12 years

1.2.7 The Authority (MTC) reserves the right to increase the total number of e-buses to be deployed as per this RFP by upto 25%. Notwithstanding anything in this RFP, such increase in total number of e-buses shall be made either with the LOA or prior to the execution of Concession Agreement.

1.3 Brief Description of Bidding Process

1.3.1 The Bidding Documents include the draft Concession Agreement for the Project which forms Volume II of this RFP document. The aforesaid documents and any addenda issued after this RFP document, will be deemed to form part of the Bidding Documents.

1.3.2 A Bidder is required to submit, along with its Bid, a Bid Security as referred to in Clause 2.22.4 (the "**Bid Security**"), refundable not later than 180 (one hundred and eighty) days from the Bid

Due Date, except in the case of the Successful Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in the form of Bank Guarantee acceptable to the Authority. The Bank Guarantee shall have its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.3.3 Bids are invited for the Project on the basis of **lowest** INR per Kilometre (hereinafter referred to as **"Weighted Average PK Fee (Per Kilometre Fee)"** sought by the Bidder for undertaking the Project. The Concession Period is pre-determined as provided in the draft Concession Agreement. The Weighted Average PK Fee shall constitute the sole criteria for selection of the bidder.

1.3.4 The Authority intends to follow a single stage bidding process with two envelope system ("Bidding Process") through e-procurement portal for selection of Operator for the Project.

1.3.5 As a part of the Bidding Process interested parties (the "Bidders") will be required to submit (i) Technical Bids, and (ii) Price Bids as part of their bid package. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium).

1.3.6 Bidding Process involves evaluation of Technical Bid of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, the Authority shall shortlist Bidders fulfilling the Technical Bid criteria.

1.3.7 The Bidders shortlisted after the Technical Bid evaluation shall be eligible for opening and evaluation of their Price Bids in the next stage of the Bidding Process comprising the opening and evaluation of Price Bid (the "**Price Bid**").

1.3.8 The bidder whose Price Bid will be lowest i.e. lowest Weighted Average PK Fee for the Project, shall be declared as the preferred Bidder for Project ("Preferred Bidder").

1.3.9 Any queries or request for additional information concerning this RFP document shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "**Queries/ Request for Additional Information**:

"RFP document for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting"

1.4 Schedule of Bidding Process

1.4.1 Schedule of Bidding Process is set out below:

No	Activity Description	Date and Time (IST)
1.	Availability of Bid Documents on e-procurement portal	28.02.2026 at 15:00 hrs.
2.	Last date for receiving Pre-bid queries	06.03.2026 at 17:00 Hrs.
3.	Pre-Bid Conference	09.03.2026 at 15:00 Hrs.
4.	Last date for downloading the Bid documents from the e-procurement portal	07.04.2026 at 16:00 Hrs.
5.	Bid submission- Bid Due Date	07.04.2026 at 16:00 hrs.
6.	Physical submission of hard copies of documents specified in Clause 2.11.2	3 working days subsequent to Bid due Date above.
7.	Opening date and time of Technical Bid	07.04.2026 at 16:30 hrs.

2 INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 The information on the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.

2.1.3 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4 The Bid shall be furnished in the format as per the Appendices. The amount/ numbers shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Price Bid. In the event of any discrepancy between Price Bid quoted in figures and words, lower of the two shall be considered.

2.1.5 The Bidder shall deposit a Bid Security of the amount specified in Clause 2.22.4 in accordance with the provisions of this RFP.

2.1.6 The Bidder shall submit a Power of Attorney as per the format at Appendix 3, authorising the signatory of the Bid to commit the Bidder.

2.1.7 In case the Bidder is a Consortium, the Members thereof shall furnish a Power of Attorney in favour of the Lead Member in the format at Appendix 4.

2.1.8 Any condition or qualification or any other stipulation contained in the Bid not in conformity with this RFP document shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate authenticated and certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.1.10 The documents including this RFP document and all attached documents, provided by Authority are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the

Bidders, and Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11 Any award of Concession shall be in terms of this RFP document.

2.1.12 The Successful Bidder(s), if single entity, shall have the option to incorporate Special Purpose Company in terms of Clause 2.1.18 or in case the Successful Bidder is a Consortium then such Successful Bidder shall have to incorporate Special Purpose Company in terms of Clause 2.1.19 as the case may be, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall comply with the following additional requirements:

(a) number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents;

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) At least one of the members of the Consortium should be an original equipment manufacturer "**OEM**" or its Associate and the OEM or its Associate shall be required to fulfil the Technical Capacity criteria mentioned in clause 2.2.3 of this RFP. Further, the OEM or its Associate shall mandatorily hold minimum 26% shareholding in the Consortium and shall also continue to hold minimum 26% of the subscribed and paid-up equityshare capital in the SPV created to implement the Project till the end/expiry of the Concession Period.

(d) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 51% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix 4**, signed by all the other members of the Consortium;

(e) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to OEM, financial, technical, operations and maintenance obligations;

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

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

(h) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix 6** (the **"Joint Bidding Agreement"**) for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia

i. convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would enter into the Concession Agreement and subsequently perform all the obligations of the Operator in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the commercial operation date of the Project till the expiry of the Concession Agreement hold minimum 26% subscribed and paid-up equity share capital in the SPV and include a statement to the effect that all members of the Consortium , shall be liable jointly and severally for all obligations of the Operator in relation to the Project, in accordance with the Concession Agreement; and

(i) except as provided under this RFP document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of Authority.

2.1.13 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on Bid Due Date, would not be eligible to submit the Bid, either individually or as member of a Consortium or its Associate. Further, Bidder including any Consortium member or its Associate should not be in the list of Ineligible firms published by the World Bank, available on https://www.worldbank.org/en/projects-operations/procurement/debarred-firms any entity which is listed as blacklisted firm/entity of World Bank would not be eligible to submit the Bid either individually or as member of a Consortium.

2.1.14 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

For purposes of this RFP document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or

corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.15 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 below; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.16 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.17 Capitalised terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2.1.18 In case the Bidder is a single entity and is notified as the Successful Bidder under the provisions of this RFP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle incorporated as a subsidiary Company of the Successful Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Successful Bidder, without any intermediaries involved.

2.1.19 In case the Successful Bidder is a Consortium, it shall be mandatory to form an SPV to execute the Concession Agreement and implement the Project. In case of the Consortium, the OEM or

its Associate shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV throughout the period of the Agreement.

2.1.20 The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Concession Agreement; and that the Successful Bidder (or the Consortium members), shall hold not less than:

i. 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of the Concession Agreement and for a period of 3 (three) years from the date of Commercial Operations Date (COD) as defined in the draft Concession Agreement; and

ii. Additionally, the OEM or its Associate shall continue to hold at least 26% of the subscribed and paid-up equity shareholding in the SPV till the end/expiry of the period of the Concession Agreement.

2.2 Eligibility and Qualification Requirements of Bidders

2.2.1 For determining the eligibility of Bidder the following shall apply:

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

(b) Bidder is a Business Entity which shall be:

i. a company incorporated under the Companies Act, 1956 or 2013, but excluding companies covered under section 2(45) of the Companies Act, 2013; or
ii. an entity incorporated outside India under equivalent law; or

(c) Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are also eligible to participate in the bidding process as a member of Consortium subject to the conditions set out in Clause 2.2.9.

(d) group of Business Entities and/or VCF/AIF with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.12.

(e) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(e), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person"**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent[1] of such Bidder is also a constituent of another Bidder; or

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

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

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts

[1] For the purpose of this clause the word "constituent" shall include Promoter, Director, Shareholder, Partner, Agent, representative etc

either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

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

(vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.

(viii) In case a Bidder is a Consortium, then the term Bidder shall include each Member of such Consortium.

(f) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Operator, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without Authority being liable in any manner whatsoever to the Successful Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP document for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

(g) Any change in the composition of a Consortium shall not be permitted during the bidding process.

2.2.2 To be eligible for this RFP document, a Bidder subject to Clause 2.2.15 shall fulfil the following conditions of eligibility:

(A) Technical Capacity:

2.2.3 Technical Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following:

a. A Bidder / a member of Consortium shall be a registered electric bus manufacturer having a bus manufacturing facility in India.
b. A Bidder / member of Consortium shall have manufactured and supplied to Urban

Public Transport entities in India/ Abroad[2]:

i. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; **or**

ii. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;

c. A Bidder / a member of Consortium shall have annual manufacturing capacity of 500 electric buses

d. The Bidder as a Bidder / a member of Consortium should have completed testing and certification of a similar[3] model homologation (100% battery operated electric bus) from government approved testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.

e. In case the Bidder is not able to provide type approval certificate and homologation as required under 2.2.14 (iii) (c) then the Bidder shall have to submit Self Declaration for Testing Certificate in terms of Appendix 13.

(B) Financial Capacity Criteria

2.2.4 Financial Capacity of the Bidders and or Associate as the case may be, pursuant to Clause 2.2.15 and subject to Clause 2.1.12 (h)(iv) would be evaluated on the basis of the following:

a) The average annual turnover of the Bidder in the last 3 consecutive financial years immediately preceding the Bid Due Date **or** the Total Fund Available for Project in the financial year immediately preceding the Bid Due Date.

b) net worth as at the end of the most recent financial year.

2.2.5 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the financial year in which the Bid is made.

2.2.6 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered for the purpose of this RFP.

[2] In case of experience outside India, relevant experience certificates shall be translated in English and apostilled by the concerned authorities of Indian Embassy of the respective country.

[3] 7 (Seven) metres low Floor (400 mm) e-bus & 5 (five) metres low floor (400 mm) e-bus

2.2.7 Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Appendix 10 & 11 shall be provided in support of their claim.

2.2.8 In case the Bidder is a Consortium, for the purpose of evaluation, subject to Clause 2.1.12 (h)(iv) the arithmetic sum of financial parameters criteria of Average Annual Turnover of such members should meet the Financial Capacity and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria. Provided that each member of the Consortium shall have positive Net Worth in the immediately preceding financial year.

2.2.9 Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) are eligible to participate in the bidding process as a member of Consortium subject to following conditions.

a) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered: The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project ("**Total Funds Available for Project**" or say **TFAP**) through an undertaking that:
   i. Objective of the VCF / AIF is not at variance with objective of the Project,
   ii. TFAP is within the limits prescribed under Securities and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India,
   iii. TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF,
   iv. TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCF, net of expenditure for administration and management of the VCF) Less investments / commitments made by VCF/ AIF as on Bid Due Date.

   The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.

2.2.10 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

Alternative 1	Average Annual Turnover	The Bidder should have minimum average annual turnover of INR 50 crore (Rupees Fifty Crore) in the last 3 consecutive financial years immediately preceding the Bid Due Date
Alternative 2	Total Fund Available for Project	The Bidder should have the TFAP as defined in Clause 2.2.9(a) at the close of the preceding financial year of INR 200 crores (Rupees Two Hundred Crore)

2.2.11 The Bidder may demonstrate the threshold financial capacity either under Alternative 1 or under Alternative 2 as per Clause 2.2.10 above. For avoidance of doubt, Alternative 2 is applicable

for Bidders bidding as a Consortium and the TFAP requirement is met by VCF as a member of the Consortium.

2.2.12 The Bidder shall have positive Net Worth in the immediately preceding financial year.

2.2.13 For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.2.14 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix 1, the following:

(i) Certificate(s) from its statutory auditors stating the annual turnover, during the past 3 years in respect to Clause 2.2.4 specified above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.14. (ii).

(iii) Documentary evidence to demonstrate Technical Capacity

a. Self Certification and Affidavit for having a bus manufacturing facility and Certification of Accreditation for bus body building from Government approved testing agencies
b. Supply agreement or purchase order or contract; demonstrating details of e-bus manufactured and supplied in terms of 2.2.3 (b) providing details of number of e-buses, year of supply and names of customers to whom supplied.
c. Type-approval certificate and homologation certificate testing agencies notified under Central Motor Vehicle Rules 1989 (CMVR) Section 126 as amended from time to time.
d. To demonstrate manufacturing capacity in terms of 2.2.3 (c), certificate from a Chartered Engineer certifying production capacity and an Affidavit in terms of Appendix 12 as a proof of manufacturing capacity available with the OEM.
e. Certification of Accreditation for bus body building from Government approved testing agencies notified under CMVR Section 126.

2.2.15 In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.3, 2.2.4 the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

2.3 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.4 Cost of Bidding

The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of Information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the RFP document;

(b) received all relevant information requested from Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 2.5.1 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP document and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP document or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Concession Agreement by the Operator;

(f) acknowledged that it does not have a Conflict of Interest;

(g) agreed to be bound by the undertakings provided by it under and in terms hereof;

2.5.3 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or in any information or data given by Authority.

2.6 Verification and Disqualification

2.6.1 Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document and the Bidder shall, when so required by Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.

2.6.2 Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Price Bids have been opened and the lowest bidder gets disqualified/ rejected, then Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of Authority, including annulment of the bidding process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by Authority to the Successful Bidder or the Operator, as the case may be, without Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Concession Agreement, or otherwise.

2.6.4 the Authority at its discretion can disqualify the Bidder without any further correspondence, as non-responsive, if,

a. Technical and/or price bid is not submitted online in the manner as prescribed and is not in conformity with the terms and provisions of this RFP.

b. Price Bid submitted in physical form

c. Bid Security do not conform to the provisions set forth in this RFP or is not submitted.

d. The bidder engages in any fraudulent practices defined in section 4 of this RFP.

e. Bidder is a blacklisted firm/entity listed by World Bank

f. A bidder submits or participates in more than one bid under this RFP.

g. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc.

h. The Bidder (in case of a Consortium, each member of Consortium) or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or anyof its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.

i. The Bidder or any of its Associates has been categorized as a wilful defaulter by any lender, in accordance with applicable laws.

j. The Authority reserves the right to seek information and evidence from the Bidders with respect to their continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all the information and evidence requested by the Authority and the Bidder has failed to furnish the information and evidence sought by the Authority.

k. Any of the directors of the Bidder or its Associate has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

l. Any criminal proceeding is pending in any court of law in India against any of the directors and if any such proceeding culminates into conviction.

m. Bidders may specifically note that while evaluating the Bid, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified under this Bidding Process as well as future bids at the sole discretion of the Authority.

n. In case of technical experience in outside India, if the bidder fails to produce translated relevant documents (as per Appendix 11C) apostilled by the concerned authorities of the Indian Embassy in the respective country.

2.7 Content of the RFP document

2.7.1 This RFP document comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Volume I	Request for Proposal
Volume II	Draft Concession Agreement

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP document may notify Authority in writing or by e-mail in accordance with Clause 1.3.9. They should send in their queries before the date specified in the schedule of Bidding Process specified in Clause 1.4. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. All the queries and its responses will be hosted on the e-Tendering Portal without identifying the source of queries.

2.8.2 Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.

2.8.3 Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

2.9 Amendment of RFP document

2.9.1 At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be posted on the website https://tntenders.gov.in, https://mtcbus.tn.gov.in/, https://tnidb.tn.gov.in/

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.10 Format and Signing of Bid

2.10.1 The Bid shall provide all the information sought under this RFP document. Authority will evaluate only those Bids that are received online in the required formats and are complete in all respects with Bid Security, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.2 are received in hard copies.

2.10.2 The Bid shall be typed and signed in indelible ink by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Documents comprising Technical Bid and Price Bid

2.11.1 The Bidder shall submit the Technical & Price Bid online through GoTN e-procurement portal https://tntenders.gov.in, only comprising of the following documents along with supporting documents as appropriate:

Part I: Technical Bid

Technical Bid should include the following:

i. Covering Letter in the prescribed format as in **Appendix 1**
ii. Bid Security in terms of Bank Guarantee as in **Appendix 2**
iii. Power of Attorney for single bidder for signing the Bid as per the format at **Appendix 3**
iv. Power of Attorney for Lead Member of the Consortium for signing the Bid as per the format at **Appendix 4**
v. Format For Bidder's Composition and Ownership Structure as set out in **Appendix 5**
vi. Format for Joint Bidding Agreement as in **Appendix 6**
vii. Format for Letter of Undertaking as in **Appendix 7 (Format 1 & Format 2)**
viii. Format for Affidavit as per **Appendix 8**
ix. Completed format of Financial Qualification Requirement of the Bidder as in **Appendix 9, 9A (MAAT) & Appendix 10, 10A (Net Worth)**
x. Self-Certification format for Technical Qualification Requirement as in **Appendix 11, 11A, 11B, 11C**
xi. Relationship & Details of Equity Shareholding as per **Appendix 12**
xii. Self**-**Declaration for Testing Certificate as per the format in **Appendix 13**
xiii. Certificate Regarding Declaration of Indigenization Requirement as per the format at **Appendix 14**
xiv. Certificate Regarding Declaration of Local Content as per **Appendix 15**
xv. Certificate Regarding compliance for Land Border Restrictions as per **Appendix 16**
xvi. Affidavit For Bid Security by Associates as per **Appendix 17**

Part II: Price Bid

i. Price Bid in the form of BoQ-Excel sheet and shall be uploaded separately on the GoTN e tendering portal.

2.11.2 The Bidder shall submit the following documents physically in hard copy format:

(a) Original Power of Attorney for signing the Bid as per format at Appendix 3;

(b) if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix 4;

(c) if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix 6;

(d) if applicable, Bid Security in the form of Original Bank Guarantee;

2.11.3 The documents listed at Clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification:

"**Bid for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting"**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4 The envelope shall be addressed to:

ATTN. OF:	**The Managing Director**
ADDRESS:	Metropolitan Transport Corporation (Chennai) Ltd, No.2, Pallavan Illam, Pallavan Salai, Chennai – 600 002
E-MAIL ID:	amprojects1.mtc@gmail.com

2.11.5 If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date

2.12.1 Technical & Price Bid comprising of the documents listed at clause 2.11.1 of the RFP document shall be submitted online through e-procurement portal https://tntenders.gov.in/ on or before **07.04.2026 at 16:00** hours IST ("**Bid Due Date**"). Documents listed at clause 2.11.2 of the RFP document shall be physically submitted on or before 10.04.2026 (3 working days subsequent to Bid due Date above) at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP document.

2.13 Late Bids

2.13.1 E-procurement portal https://tntenders.gov.in/ shall not allow submission of any Bid after the prescribed date and time at Clause 2.12.1. Physical receipt of documents listed at Clause 2.11.2 after the prescribed date and time at Clause 2.12.1 shall not be considered and the Bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of Bid documents

a. It is mandatory for all the Bidders to possess a valid Class -3 Signing and Encryption Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) as per the provisions of Government of India IT Act 2000 with latest amendments.

b. DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of DSC.

c. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://tntenders.gov.in under the link "Information about DSC".

2.14.2 The Bidders are required to register themselves on the Tamil Nadu e-procurement system portal at URL: https://tntenders.gov.in/nicgep/app and submit soft copies of their Bids electronically using valid Digital Signature Certificates. Bidders may refer to instructions on online bid submission available on the site at:

a. https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page

b. https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf

2.14.3 If the firm / Consortium is already registered with e-Procurement Portal of the Authority, and validity of registration is not expired the firm / Consortium is not required a fresh registration.

2.14.4 The complete Bid document can be viewed / downloaded by the Bidder from eProcurement portal of the Authority URL: https://tntenders.gov.in/nicgep/app from the date mentioned in Clause 1.4.

2.14.5 Preparation & Submission of Bids:

a. The Bidder shall submit his Bid online following the instruction appearing on the screen. The e-Procurement portal has user manuals with detailed guidelines on enrolment and participation in the online Bidding process. The user manuals can be downloaded for ready reference.

b. Bid must be submitted online only through e-procurement portal of the Authority URL: https://tntenders.gov.in/nicgep/app using the digital signature of Authorised Representative of the Bidder.

c. It is suggested that the Bidder should submit the Bidding Documents online well in advance of the prescribed time to avoid any delay or problem during the online submission process. Authority shall not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the Bidders.

2.14.6 Modifications/ Withdrawal of Bid

a. The Bidder may modify its e- Bid after submission prior to the Bid Due Date. No Bid can be modified by the Bidder on or after the Bid Due Date & Time.

b. No bid can be withdrawn once submitted.

2.15 Online Opening of Bids

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Authority shall on-line open Technical Bids on **07.04.2026 at 16:00**Hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16 Authority's right to Accept or Reject the Bids

2.16.1 Notwithstanding anything contained in this RFP document, Authority reserves the right to accept or reject any or all of the Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bid

2.17.1 Bid shall remain valid for a period of 180 days from Bid Due Date. Authority reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than bid validity period and the Authority shall not be liable to send an intimation of any such rejection to such Bidder. In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting their Bid Security. A bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with RFP terms in all respects. Subject to the specific terms of the draft Concession Agreement, the price as per the bid shall be valid for the entire duration of the Agreement when awarded within the bid validity period.

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

2.19.1 Save and except as required in this RFP document, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20 Consultant(s) or Advisor(s)

2.20.1 To assist in the examination, evaluation, and comparison of Bids, Authority may utilize the services of consultant(s) or advisor(s).

2.20.2 No entity including the Bidders can hold and Authority shall not be bound by the opinion or advice given by any consultant or advisor referred to in Clause 2.20.1. The final determination as regards the Bid shall vest with Authority.

2.21 Currency

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

2.22 Bid Security

2.22.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.22.4. The bidder is allowed to submit the Bid security through its Associate also, along with an affidavit as attached in Appendix 2**.**

2.22.2 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.22.4 in the form of e – Bank Guarantee issued by Nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees One thousand crore), in favour of the Authority in the format at Appendix -2 (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time..

The bidder can generate the e-BG challan through tntenders portal in the following 12 banks e-BG's in e-procurement portal (https://tntenders.gov.in).

1. Bank of Baroda
2. Canara Bank
3. HDFC Bank
4. ICICI Bank
5. Indian Bank
6. Indian Overseas Bank
7. Karur Vysya Bank
8. Punjab National Bank
9. State Bank of India
10. Union Bank of India
11. City Union Bank
12. IDFC First Bank

2.22.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.22.4 The Bid Security details are provided in the table below:

Bus Type	No. of Buses	Bid Security
7 metre Low Floor (400mm) AC e-Buses	70	Rs. 35 lakh
5 metre Low Floor (400mm) AC e-Buses	150	Rs. 75 lakh

Bus Type	No. of Buses	Bid Security
Total	**220**	**Rs. 1.1 crore**

No Interest will be payable by the Authority on the Bid Security.

2.22.5 Save and except as provided in Clauses 1.3.2, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Successful Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.

2.22.6 The Successful Bidder's Bid Security will be returned, without any interest, upon the Operator signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.22.7 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.22.8 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

(c) In the case of Successful Bidder, if it fails within the specified time limit:

i) to sign and return the duplicate copy of LOA;

ii) to sign the Concession Agreement within the period prescribed thereof in the LOA; or

iii) to furnish the Performance Security within the period prescribed thereof in the LOA;

(d) In case the Successful Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security, if applicable.

2.23 Performance Security

2.23.1 The Successful Bidder shall for the performance of its obligations, furnish Performance Security in terms of Article 9 of the draft Concession Agreement. The amount of the Performance Security to be furnished shall be Rs. 2 Lakh (Rupees Three Lakh) per Bus.

For illustration:

Number of buses procured	220
Performance Security per bus	Rs. 2 Lakh per bus
Performance Security for the total buses procured	220 × Rs. 2 Lakh = Rs. 4.4 Crore

3 EVALUATION METHODOLOGY

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open online Technical Bids received through the e-procurement portal of GoTN, at the time and the date specified in the RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend.

3.1.2 The following information shall be announced at the Bid opening and recorded:

a) Bidders' names; and

b) Particulars of the Bid Security.

3.1.3 The Authority will subsequently examine and evaluate Technical Bid in accordance with the provisions set out hereunder in this RFP.

3.2 Test of Responsiveness

3.2.1 Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of the RFP document. The Bid shall be considered responsive only if:

(a) it is received as per format at **Appendix 1**.
(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9.3;
(c) it is signed, sealed, and marked as stipulated in Clause 2.10.2;
(d) it is accompanied by the Power(s) of Attorney as specified in Appendix 3 and in the case of a Consortium, the Power of Attorney as specified in Appendix 4;
(e) it contains all the information as requested in this RFP Document (in formats as those specified);
(f) it contains certificates from its statutory auditors in the formats specified at **Appendix 9** and **Appendix 10** of the RFP Document;
(g) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.12(g);
(h) it is accompanied by the Bid Security as specified in Appendix 2;
(i) it does not contain any condition or qualification;
(j) physical copy of the documents mentioned in Clause 2.11.2 are submitted by the Bid Due Date or as per the requirements of this RFP; and
(k) it is not non-responsive in terms hereof.

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

3.3 Evaluation of Technical Bids

3.3.1 The Technical Bids as submitted by the Bidders shall be checked for eligibility, technical capacity, financial capability, bid security and other such compliances with the requirements of

the RFP Document. The Authority reserves the right to reject the Bid of a Bidder without opening the Price Bid, if Bid is non responsive in terms of Clause 3.2.1.

3.3.2 The Authority will get the Bid Security verified from the issuing bank and after due verification, the Authority will evaluate the Technical Bids of the Bidders for their compliance provided in Clause 3.3.1.

3.3.3 Based on evaluation of Technical Bids, the Authority would release a list of Bidders who meet the qualification criteria set out in this RFP Document for the Project. A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Bid has been shortlisted for opening of the Price Bid ("Shortlisted Bidders").

3.3.4 The Authority shall intimate a date for opening of Price Bids to all the Shortlisted Bidders through e-procurement portal of GoTN and invite them for opening of the Price Bids. Attendance to such opening of Price Bids is not mandatory. However, the Authority shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Bids of Shortlisted Bidders.

3.4 Opening and Evaluation of Price Bids

3.4.1 Authority shall inform the venue and time of online opening of Price Bids to all Shortlisted Bidders through e-procurement portal and/ or e-mail. Authority shall open the Price Bids online on the date and the time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. Authority shall prepare a record of opening of Price Bids.

3.4.2 Price Bid of the Shortlisted Bidders shall be opened online. The Price Bid of the Bidders for the Project would be evaluated based on payment to be made by the Authority to Bidder in terms of the Concession Agreement i.e., Weighted Average PK Fee quoted by the Bidder in its Price Bid.

3.4.3 The Bidder quoting the lowest Weighted Average PK Fee, payable by the Authority to the Bidder, shall be declared as the Preferred Bidder ("Preferred Bidder").

3.4.4 For the purpose of determining the Lowest weighted average PK Fee, the weighted average of the respective PK Fee for the 7m and 5m buses shall be calculated ("**Weighted Average PK Fee"**). For avoidance of doubt, the Weighted Average PK Fee shall only be used to identify the Preferred Bidder for the Project.

The Weighted Average PK Fee =

$$\frac{\text{Number of 7m AC e} - \text{buses} \times \text{PK Fee for 7m AC e} - \text{bus} + \text{Number of 5m AC e} - \text{buses} \times \text{PK Fee for 5m AC e} - \text{bus}}{\text{Total number of buses}}$$

For Illustration:

PK Fee for 70 - 7m AC (400mm Low Floor) e- buses	Rs. 30 per Kilometre	Weighted Average PK Fee =

PK Fee for 150 - 5m AC (400mm Low Floor) e-buses	Rs. 25 per Kilometre	$\frac{70 \times 30 + 150 \times 25}{220}$ = Rs. 26.59 per Kilometre

The Weighted Average PK Fee quoted by the Preferred Bidder subject to Clause 3.4.5 and 3.4.7 shall be used for the determination of Fee in terms of Article 22 of the draft Concession Agreement.

3.4.5 In case of the Price Bid of the Preferred Bidder is found seriously imbalanced by Authority in relation to its Internal Estimate or Industry Practice, the Authority shall be entitled to solicit, at its discretion, detailed price analysis for any or all items specified in Price Bid, from the Preferred Bidder and/or all Bidders to demonstrate the internal consistency of those prices.

"Internal Estimate" shall mean per km rate prepared by Authority through its internal estimates. "Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations of electric buses anywhere in India.

In case of the Price Bid of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the bidder then provisions of Clause 3.4.5 shall apply.

3.4.6 The Authority may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.

3.4.7 In the event that two or more Bidders have quoted the same Price Bid ("Tie Bidders") the Authority shall identify the lowest Bidder by adopting the following approach:

a. The Tie Bidders shall be asked to provide their best and final offer of the Price Bid through e-procurement portal of GoTN and the Tie Bidder quoting the lowest Weighted Average PK Fee shall be declared as the Preferred Bidder.

b. In case, a tie still persists after the procedure contained in clause 3.4.6 (a), the Authority shall repeat the process as specified in clause 3.4.6 (a) until such tie is resolved and a Preferred Bidder is identified.

3.4.8 Deleted.

3.4.9 Upon acceptance of the Bid of the Preferred Bidder with or without negotiations, the Authority shall declare the Preferred Bidder as the Successful Bidder(s) (the "**Successful Bidder(s)**").

3.5 Letter of Acceptance

3.5.1 After the opening of Price Bid, the Authority shall notify the Successful Bidder(s) as confirmed in writing by registered/speed post/email that their bid has been accepted. This letter (hereinafter called "Letter of Acceptance") shall name the amount (i.e Weighted Average PK

Fee) which the Authority will pay to the Successful Bidders in consideration obligations set forth in the Concession Agreement.

3.5.2 The Letter of Acceptance (the "LOA") shall be issued, in duplicate, by Authority to the Successful Bidders and the Successful Bidders shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by any or both of the Successful Bidders is not received within the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA.

3.5.3 After acknowledgement of the LOA as aforesaid by the Successful Bidders, it shall cause to execute the Concession Agreement within the period prescribed in LOA and submit the Performance Security in accordance with the draft Concession Agreement. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement. In the event any or both of the Successful Bidders do not execute the Concession Agreement or the Performance Guarantee is not submitted in accordance with the draft Concession Agreement, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to sign the Concession Agreement and/or submit the Performance Guarantee as the case may be.

3.6 Contacts during Bid Evaluation

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

3.7 Correspondence with Bidder

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

3.7.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.7.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4 FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, Authority may reject the Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under the RFP document and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of Authority under Clause 4.1 hereinabove and the rights and remedies which Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFQ/RFP/RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1(f), engaging in any manner whatsoever, whether during the

Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time, and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

6.4 Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf.

APPENDIX 1 - COVERING LETTER CUM PROJECT UNDERTAKING

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of the Consortium)

Date:……

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Subject**:** Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation **(**Chennai**)** Ltd **("Project").**

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) Document in respectof the Project provided to us by The Metropolitan Transport Corporation **(**Chennai**)** Ltd (MTC), Chennai. We hereby submit our Bid for the captioned project.

1. We are enclosing and submitting herewith our Bid withthe details as per the requirements of the RFP Document, for your evaluation and consideration.
2. The Bid is unconditional and unqualified.
3. All information provided in the Bid and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to MTC, any additional information it may find necessary or require to clarify, supplement, or authenticate the Bid.
6. I/ We acknowledge the right of the MTC to reject our Bid without assigning any reason or otherwise.
7. We certify that in the last three years, we/ any of the Consortium Members have neither

failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

8. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the MTC.

   (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1(e) of the RFP document;

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, asdefined in Section 4 of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the MTC orany other public sector enterprise or any government, Central or State; and

   (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisionsof Section 4 of the RFP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to submit Bids for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP Document.

10. I/We declare that we satisfy and meet the requirements as specified in the RFP Document and eligible to submit a Bid in accordance with the terms of this RFP Document.

11. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any [other] Consortium submitting a Bid for the Project.

12. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertakethe Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/ We further certify that in regard to matters relating to security and integrity of the India, we havenot been charge-sheeted by any agency of the Government or convicted by a Court of Law for anyoffence committed by us.

14. I/ We certify that no investigation by a regulatory authority is pending either against us or againstour CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate the MTC of the same immediately.

16. We acknowledge that all members shall continue to hold the minimum shareholding of the Operator Equity Capital under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the MTC being liableto us in any manner whatsoever.
17. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the MTC forthwith.
18. We understand that the Consortium shall incorporate itself as a Company under the Indian Companies Act, 2013 such prior to execution of the Concession Agreement.
19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the MTC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide bythe same.
21. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 2.11.1 and 2.11.2 of the RFP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MTC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
22. The Weighted Average PK Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.
23. I/We confirm our having submitted the Bid Security of _____ (specify Bid Security amount) to the MTC in accordance with the RFP Document. The Bid Security in the form of a Bank Guarantee is attached.
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.

25. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFP Document.
26. I/We agree to keep and confirm that our Bid is valid for 180 days from Bid Due Date and till the signing of the Concession Agreement in accordance with the terms of the RFP if selected as Preferred Bidder
27. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.
28. I/ We hereby submit our Bid as indicated in Price Bid for undertaking the aforesaid Project in accordance with the RFP Document.
29. I/ We undertake that we have not mentioned the Price Bid i.e. the Weighted Average PK Fee, anywhere in the Technical Bid. I/ We also undertake that in the case I/We have mentioned the same, my/ our Bid will be rejected.
30. I/We shall undertake that we abide by all the applicable laws of India.

Dated this ……..Day of ……., 20…...

Name of the Bidder …….
Signature of the Authorised Person …….
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the lead member, in case of a Consortium.*

APPENDIX 2 - BID SECURITY

Format of Bank Guarantee

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. ……

Date ……

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Dear Sir(s),

B.G. No._____dated_____.

This Deed of Guarantee executed at ———————— by_____ (Name of Bank)having its Head/Registered office at _____(hereinafter referred to as the "**Guarantor**") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of Managing Director, Metropolitan Transport Corporation **(**Chennai**)** Ltd**.** (hereinafter referred to as the "MTC"), having its office at Managing Director, No**.**2, Pallavan Illam, Pallavan Salai, Chennai **–** 600 002 , which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

A. M/s_____, a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at_____(hereinafter referred to as the "**Bidder**") which expression shallunless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation **(**Chennai**)** Ltd (herein after referred to as the "**Project**").

B. In terms of Clause 2.22.4 of Volume I of the Request for Proposal Document dated ——— issued in respect of the Project (hereinafter referred to as the "**RFP Document**") the Bidder is required to furnish to MTC, Chennai an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees_Only) (***type appropriate amount***) as Bid Security.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

a. The Guarantor, as primary obligor shall, without demur, pay to MTC, Chennai an amount not exceeding Rs._____ (Rupees _____Only) (***type appropriate amount)***, within five (5) days of receipt of a written demand from MTC, Chennai calling upon the Guarantor to pay the said amount and stating that the Bid Securityprovided by the Bidder has been forfeited in terms of Clause 2.22.7 of Volume I of the RFP Document.

b. Any such demand made on the Guarantor by MTC shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of MTC is disputed by the Bidder or not.

d. This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 180 days or for such extended period as may be mutually agreed between MTC and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

f. In order to give full effect to this Guarantee, MTC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shallnot be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by MTC against the Bidder or any indulgence shown by MTC to the Bidder. and. the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension,postponement, non-exercise, delayed exercise or omission on the part of MTC or any indulgence by MTC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would butfor this provision have effect of so relieving the Guarantor.

g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ————————.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ONTHE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by ——————

Bank by the hand of Mr.——————

its ——————— and authorised official.

APPENDIX 3 - POWER OF ATTORNEY FOR SIGNING OF THE BID

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution duly attested by notary public)

Know all men by these presents, We..... (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms…… (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for ***Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd ("Project")***, including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the Metropolitan Transport Corporation **(**Chennai**)** Ltd (MTC), and providing information / responses to the MTC, representing us in all matters before the MTC including negotiations, and generally dealing with the MTC in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RFP.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

For

_____

[Insert name of the Bidder on whose behalf PoA is executed]

……..

(Signature)

(Name, Title and Address)

Accepted

……..…… (Signature of the Attorney)

(Name, Title and Address of the Attorney)

Notes:

1. *To be executed by Bidder or the Lead Member (in the case of a Bidding Consortium), as the case maybe.*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure.*
3. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

APPENDIX 4 - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

TO BE PROVIDED BY ALL THE MEMBERS OF THE CONSORTIUM IN FAVOUR OF THE LEAD MEMBER

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Whereas the Government of Tamil Nadu ("GOTN") has invited bids from interested parties for **Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd (the "Project")**,

Whereas, the members of the Consortium are interested in bidding for the Project and implementing theProject in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, allacts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who,acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. …… (Lead Member), and M/s .....……. (the respective names and addresses of the registered office) do hereby designate M/s._____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium,all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Bid, participating in conferences, responding to queries, attending negotiations submission of information/ documents and generally to represent the Consortium in all its dealings with GoTN, any other Government Agency or any person, in connection with the Project until culminationof the process of bidding and thereafter till the Concession Agreement is entered into with GoTN.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts' deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ……Day of.....20…

……

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s)and when it is so required the same should be under common seal affixed in accordance with the required procedure

APPENDIX 5 - FORMAT FOR BIDDER'S COMPOSITION AND OWNERSHIP STRUCTURE

1. Corporate Details: Please provide the following information for the Bidder. If the Bidder is a Consortium, please provide this information for each Member including the Lead Member:

a) **Company's Name, Address, and Nationality:**

Name: ……

Address: ……

……

Website Address: ……

Country of Origin: ……

b) **Year Organized**: ……

c) **Company's Business Activities**: ……

d) **Status as a Bidder**:

i. Bidder

ii. Lead Member of the Bidding Consortium

iii. Member of the Bidding Consortium Note: tick the applicable serial number

e) **Company's Local Address in India (if applicable):**

……..

……..

……..

f) **Name of the Authorized Signatory: .....**

g) **Telephone Number: ……..**

h) **Email Address: ……..**

i) **Telefax Number:** ……

j) Please provide the following documents:

i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document (as applicable), including their amendments, certified by the Company Secretary as Attachment - 1 for Bidder / each Member of Consortium including Lead Member.

2. Details of Ownership Structure:

Equity holding of Bidder/ each Member of Bidding Consortium including Lead Member owning 10% or more of total paid up equity.

Name of the Bidder / Consortium Member ..... Status of equity holding as on

……

Name of the Equity Holder	**Type and No. of Shares owned**	**Extent of Voting Control (%)**

Notes:

i. The above table is to be filled in separately for **each Consortium Member.**

ii. Status of equity holding should be provided not earlier than thirty (30) days prior to Bid Due Date.

For and on behalf of Bidder / Lead Member of the Bidding Consortium M/s…….

…….. (Signature of authorized

representative)

Name:……
Designation: ……

(Stamp) ……..

Date: ……
Place: ……

APPENDIX 6 - FORMAT FOR JOINT BIDDING AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

THIS JOINT BIDDING AGREEMENT executed on this..... day of two thousand..... between M/s....., a company incorporated under the laws of ..... and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at .....(hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and for the purpose of submitting the Bid, executing the Project (in case of award) and entering into other Agreement(s) as specified in the RFP (hereinafter referred to as "Agreements") as may be entered into with the Metropolitan Transport Corporation (Chennai) Limited (MTC).

WHEREAS, the MTC had invited Bid in response to RFP issued to… (insert the name of purchaser of Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on GCC for The Metropolitan Transport Corporation **(**Chennai**)** Ltd **("Project")..**

AND WHEREAS, Clause 2.1.12(h) of the RFP document stipulates that the Bidders qualifying on the strength of a Consortium will have to submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 2.1.12(h) of the RFP document also stipulates that the Consortium shall provide along with the Bid, a Joint Bidding Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Joint Bidding Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the successful bidder by the MTC, we the Members of the Consortium and parties to the Joint Bidding Agreement do hereby unequivocally agree that M/s. .....(Insert name of the Lead Member), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of, ..., ..., ...(the names of all the other Members of the Consortium to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Joint Bidding Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.
5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the SPV" shall be in the following proportion: (if applicable)

Name	**Percentage of equity holding in the Project**
Party 1	…….
Party 2	…….
Party 3	…….
Total	**100%**

[Note: The percentage equity holding for any Consortium Member in the Project cannot be zero in the above table]

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Attachment - I to this Joint Bidding Agreement, forming integral part of this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a

limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
12. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.
13. This Joint Bidding Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Chennai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
14. It is hereby agreed that the Lead Member shall furnish the bid security, on behalf of the Consortium Members.
15. It is hereby agreed that in case of selection of Consortium as the Successful Bidder, the parties to this Joint Bidding Agreement do hereby agree that they shall furnish the Performance security in favor of the Authority, as stipulated in the RFP and Concession Agreement.
16. It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and shall form an integral part of the RFP document and shall remain valid till the execution of the Concession Agreement, unless expressly agreed to the contrary by the MTC.
17. It is hereby agreed that in case of selection of Consortium as the Successful Bidder, the members of the Consortium shall form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project. The OEM or its Associate whose technical capacity has been used to fulfill the Technical Qualification Criteria shall mandatorily hold minimum 26% subscribed and paid-up equity share capital in the SPV, throughout the period of the Agreement.
18. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP and for the purposes of the Project.
19. It is hereby expressly agreed between the parties to this Joint Bidding Agreement that neither party shall assign or delegate its rights, duties or obligations under this agreement except with the prior written consent of the MTC.

THIS JOINT BIDDING AGREEMENT:

a) has been duly executed and delivered on behalf of each party hereto and constitutes the legal, valid, binding and enforceable obligation of each such party, sets forth the entire understanding of the parties hereto with respect to the subject matter hereof;

b) may not be amended or modified except in writing signed by each of the parties and with prior written consent of the MTC.

IN WITNESS WHEREOF, the parties to the Joint Bidding Agreement have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For and on behalf of Consortium Member 1 (Party 1)
M/s…….

.....

(Signature of authorized signatory)

Name: …….
Designation:.....……
Place: ……..
Date: ……

For and on behalf of Consortium Member 2 (Party 2)
M/s…….

.....

(Signature of authorized signatory)

Name: ……
Designation:……
Place:……..
Date:……...

Attested:

……..
(Signature) (Notary Public)

Place:……
Date: …….

Attachment - I to the Joint Bidding Agreement

Name of the Consortium Member	Responsibilities under the Joint Bidding Agreement
Party 1	
Party 2	
Party 3	

APPENDIX 7 - FORMAT FOR LETTER OF UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[To be executed by the Associate Supported by Board Resolution* and submitted by the Bidder along with the Bid, in case Bidder is relying on the strength of its Associate for meeting the stipulated Financial/Technical Qualification]

Ref.: NIT/Bid Document No.:

Our Reference No ..... Date: .....

Bidder's Name and Address:

To,

_____

_____

_____

Dear Sir/Madam,

1. We, M/s (Name of the Associate) declare that we are the associate of M/s (Name of the Bidder) and have controlling interest therein. M/s. (Name of the Bidder) proposes to submit the bid for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation **(**Chennai**)** Ltd**.** under RFP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Capacity as per Clause 2.2.4 of the RFP and its subsequent amendment.
2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s …….. (Name of the Bidder), for the execution of the Project, in case they are notified as the Successful Bidder under the provisions of the RFP. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Agreement including the Performance Security as well as other obligations of M/s (Name of the Bidder).
3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by MTC.

Witness:

Yours faithfully,

(1) .....

(Signature of Authorized Signatory) on behalf of the Associate Name & Designation .....

(Seal of Holding Company)

***Note:** *Bidder may strike off point no. 4 above, if board meeting could not be scheduled before bid submission date. The undertaking may be signed by the Chairman of the Board of the Associate.*

APPENDIX 8 – FORMAT FOR AFFIDAVIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

We [including any of our Associate and Consortium Member], hereby declare that as on Bid Due Date:

a. the Bidder & any of its Associate including any Consortium Member, their directors or key personnel have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, or by any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter- American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies.

b. the Bidder & any of its Associate including any Consortium Member & any of its Associate or their directors have not been convicted of any offence in India or abroad.

c. We further declare that following investigations are pending / no investigation is pending [strike off whichever is not applicable] against us [including any of our Consortium Member or Associate or Parent] or CEO or any of our directors/ manager/key managerial personnel of the Applicant /Consortium Member or their Associate.

d. We further undertake to inform the MTC of any such matter as mentioned above on its occurrence after the date of this affidavit till the Effective Date.

e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoA / concession agreement (if executed) would stand rejected / recalled / terminated, as the case may be.

……..

Signature and Name of the authorized signatory of the Bidder / Lead Member of the Bidding Consortium

…..(Signature of Notary Public)

Place:……

Date:……

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Associate, or CEO or any of the directors/ manager/key managerial personnel

of the Applicant /Consortium /Member or their Associate, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

APPENDIX 9 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)

On the Letterhead of the Bidder/Lead Member of Consortium

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: Bid for Request for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation **(**Chennai**)** Ltd

Dear Sir/Madam,

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Associate had a Minimum Average Annual Turnover (MAAT) INR_Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 2.2.10 of the RFP.

Name of Bidder/Associate	**Relationship withBidder**	**Financial Year**	**MAAT (Rs. Crore)**
MAAT (Average of 3 years)			

** The column for “Relationship with Bidder” is to be filled in only in case financial capability of Associate has been used for meeting Qualification Requirements.

2. [Note: Applicable in case of Consortium]

We certify that the (Name of Bidder/ Associate) had Minimum Average Annual Turnover (MAAT) INR_Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in the RFP.

Name of Consortium Member	**Equity Commitment in theProject (%)**	**Financial Year**	**MAAT of Member (Rs. Crore)**
1	2		3 (As per tablebelow)
1. ……			
2. ……			
..			
MAAT (Average of 3 years)			

The above certificate is to be provided separately by each Member of the Consortium

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by theMember's Statutory Auditors]

i. Name of Member: .....
ii. Total MAAT: Rs _____ Crore
iii. Percentage of equity commitment for the Project by the Member:%

Name of Bidder/Associate	**Relationship withBidder****	**Financial Year**	**MAAT (Rs. Crore)**
MAAT (Average of 3 years)			

** The column for “Relationship with Member of Consortium” is to be filled in only in case the financial capability of Associate has been used for meeting Qualification Requirements;

Yours faithfully

……

(Signature and name of the authorized signatory of the Bidder/each member of the Consortium and Stamp)

Name : …….

Date : …….

Place : …….

Notes:

1. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
2. In case Bidder or a Member of Consortium takes recourse to its Associate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Associate.

Appendix 9A

{On Statutory Auditor's Letterhead}

[In case of Consortium, all members should provide MAAT Certificate]

This is to certify that the Minimum Annual Average Turnover (MAAT) furnished by _____ for last 3 Financial Years, preceding bid due date, is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Turnover

In case of Single Bidder:

Financial Year			
Turnover			

In case of consortium:

Financial Year			
Lead Member-Turnover			
Second Member-Turnover			
Third Member-Turnover			

CHARTERED ACCOUNTANT:

(Signature with Seal)

My Membership No:

Address:

APPENDIX 10 - FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder /Associate had a Net worth of Rs_____Crore computed as per provisions of the RFP based on unconsolidated audited annual accounts (refer Note-2 below), as provided in Clause 2.2.4 of the RFP, as on Bid Due Date. Also, the Net worth positive in the financial year preceding the Bid Due Date.

Name of Bidder/ Associate	**Relationship with Bidder***	**Financial Year**	**Net worth (Rs. Crore)****

* The column for “Relationship with Bidder” is to be filled in only in case financial capability of Associate has been used for meeting Qualification Requirements.

**The net worth of last 3 years to be provided in the table

2. [Note: Applicable in case of Consortium]

We certify that the (Name of Bidder/ Associate) had a minimum Net worth of Rs. …….. Crore computed as per instructions in the RFP and based on unconsolidated audited annual accounts (refer Note-2 below) as provided in Clause 7.1 of the RFP, as on ____days prior to Bid Due Date. Also, the Net worth positive in the financial year preceding the Bid Due Date.

Name of Consortium Member	**Equity Commitment in the Project (%)**	**Financial Year**	**Net worth of Member (Rs. Crore)***	**Whether the Member's Net worth is positive**
1. ……				Yes / No
2. ……				Yes / No
..				Yes / No

The above certificate is to be provided separately by each Member of the Consortium

*The net worth of last financial year is to be provided in the table

Member – I (Lead Member)

[Note: Similar particulars for each Member of the Consortium is to be furnished, duly certified by the Member's Statutory Auditors]

i. Name of Member: .....

ii. Total Net worth requirement: Rs Crore

iii. Percentage of equity commitment for the Project by the Member:%

Name of Bidder/ Associate	**Relationship with Bidder****	**Financial Year**	**Net worth (Rs. Crore)**

** The column for “Relationship with Member of Consortium” is to be filled in only in case the financial capability of Associate has been used for meeting Qualification Requirements;

Yours faithfully

……

(Signature and name of the authorized signatory of the Bidder/each member of the Consortium and Stamp)

Name: …….
Date : …….
Place : …….

1. Along with the above format, in a separate sheet, please provide details of computation of Net worth of last financial year duly certified by Statutory Auditor.
2. Audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.
3. In case Bidder or a Member of Consortium takes recourse to its Associate for meeting technical / financial requirements, then the financial years considered for such purpose should be same for the Bidder / Member of Consortium and their respective Associate.

APPENDIX 10A - FORMAT FOR CERTIFICATION FOR NET WORTH FROM CHARTERED ACCOUNTANT

(To be uploaded by the Bidder In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements on the letterhead of the Chartered Accountant)

Date:

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Subject: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the Networth of the bidder for the last financial year is positive.

In case of Single Bidder:

Financial Year	
Net Worth	

In case of consortium:

Financial Year	
Lead Member- Net Worth	
Second Member- Net Worth	
Third Member Net Worth	

(Signature of the Chartered Accountant) Name:

Designation:

My Membership No:

Date:

Company Seal

Address:

APPENDIX 11- SELF CERTIFICATION FORMAT FOR TECHNICAL QUALIFICATION REQUIREMENT

To,

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

Address**:** No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

We certify that M/s..... (Insert name of Bidder/ Associate) meets the Technical

Capacity stipulated in Clause 2.2.3 of the RFP, which is as follows:

a. manufactured and supplied at least 100 electric buses in at least 1(one) of the last 5 (five) financial years prior to the Bid Due Date; **or**
b. manufactured and supplied an aggregate of at least 300 (three hundred) electric buses in the last 5 (five) financial years prior to the Bid Due Date;

Strike out whichever is not applicable

[Below para to be included only in case the technical capacity of Associate is being used for meeting the technical qualification criteria]

We further certify that the (Insert name of Bidder/ Associate) whose technical capability has been used for meeting the technical qualification criteria qualifies as a Associate of the Bidder, as per the provisions of the RFP.

APPENDIX 11A- FORMAT OF AFFIDAVIT FOR MANUFACTURING FACILITY AND MANUFACTURING AND SUPPLY CAPACITY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

This is to certify that _____ (name of the Bidder/consortium member) has _____ (specify details of the bus manufacturing facility) for the purpose manufacturing and supply of Battery Electric Buses

AND

We have the Supply Capacity in terms of Clause 2.2.3(c) this RFP in terms of specifications and standards as provided in the draft Concession Agreement of Nos.____ units in a year.

(Signature of the Authorised Signatory)
Name:
Designation:

Instructions:

a. This certificate should be signed by an authorised signatory of the Bidder/ Member of the Consortium (OEM) / Authorised signatory of the Associate (OEM) of the Power of Attorney in favour of such authorised signatory shall have to be submitted.

APPENDIX 11B- FORMAT OF CERTIFICATE FROM CHARTERED ENGINEER FOR MANUFACTURING CAPACITY

(To be on the Letter Head of the Chartered Engineer)

This is to certify that _____ (name of the Bidder/consortium member) has the Supply Capacity in terms of Clause 2.2.3(c) this RFP in terms of specifications and standards as provided in the draft Concession Agreement of Nos.____ units in a year.

(Signature of the Chartered Engineer)

Name:

Designation:

APPENDIX 11C- FORMAT - EXPERIENCE OF BUS MANUFACTURING AND SUPPLY

(On the Letter Head of the Bidder**/**Member of Consortium**)**

a. Details may be given for all types of electric Buses supplied by Bidder to Urban Public Transport entities in India/ abroad in past five years.
b. Details are to be furnished for the supplies made by the Bidder in five years

S.No	Contract[4] placed (full name & Address of client)	Contract No. & Date	Description And Quantity of Buses Ordered	Date of Completion of Delivery (As per Contract)	Documentary Evidences (Purchase Order / Bus Purchase Agreement/ work Completion certificate) *
1	2	3	4	5	6

*: Copy of the documentary evidences, signed by the Authorised Signatory shall be attached.

In case of experience outside India, relevant experience certificates shall be translated in English and apostilled by the concerned authorities of Indian Embassy of the respective country.

signature and seal of the bidder/consortium member/Associate (supplying the buses)

[4] Contract refers to either Supply Agreement/Purchase Order/Supply Contract

APPENDIX 12 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

[To be filled by Bidder / each Member of the Bidding Consortium including Lead Member if credentials of Associates have been used by them]

To

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No.2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: Bid for Request for Proposal for Procurement, Supply, Operation and Maintenance of 220 (7m-70 buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting for The Metropolitan Transport Corporation (Chennai) Ltd.

Dear Sir/Madam,

We certify that M/s. ..... (insert name of the Bidder / Consortium Members) have considered the technical and financial capability of its Associate, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Associate, nature of relationship(s) with such Associate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Bidder / Consortium Member (Associate)	Details of equity shareholding (refer notes below)
Company 1			
…….			
…….			
…….			
……..			

NOTES:

i. In case of Parent, the equity holding of the Parent in the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, need to be specified.

ii. In case of Associate under direct control of Bidder, the equity holding of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium in the Associate, needs to be specified.

iii. In case of Associate under common control of Parent, the equity holding of the Parent in the Associate of the Bidder / Member of the Bidding Consortium, including the Lead Member of the Consortium, needs to be specified.

iv. Relationship of Associate with Bidder / Member of Consortium to be on the date which falls between 7 to 15 days, prior to the Bid Due Date.

Yours faithfully

……

(Signature and name of the authorized signatory of the Company and stamp)

Name: ……
Date: ……
Place: ……

……

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

Name: ……..
Date: ……..
Place: ……..
Date: ……..

APPENDIX 13 - SELF-DECLARATION FOR TESTING CERTIFICATE

(to be submitted by OEM, whether he is a bidder or a member of consortium)

(To be submitted on OEM's letter head)

To

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: For providing testing certificate at the time of delivery

Ref: ————————————————

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of OEM) will provide the bus type approval certificate (CMVR certificate), homologation certificate for:

i. at least one 7 metres Low Floor (400mm) AC Electric Bus (100% battery operated), and
ii. at least one 5 metres Low Floor (400mm) AC Electric Bus (100% battery operated)

from the designated testing center in India. i.e., ARAI/ICAT/CIRT/ VRDE prior to the delivery of first Lot Vehicle as per the Concession Agreement.

Thanking You.

Yours faithfully,

Signature
Printed
Name-
Designation-

Seal.....

APPENDIX 14 - CERTFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT

(to be submitted by OEM, whether he is a bidder or a member of consortium)

(To be submitted on OEM's letter head)

To

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

Address**:** No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com, mtc.chn@gmail.com

Sub: Declaration of Indigenization requirement

Ref: NIT/Bid Document No:

.....

Dear Sir/Madam,

This is to certify that products and services offered for the Project (RFQP Ref.) by M/s.

(name of OEM), are in compliance with the following requirement of the subject notification and details mentioned below:

Phased Manufacturing Program (PMP) guidelines issued by Ministry of Heavy Industries (MHI) notified on 1st October 2021; F.No. 7(06)/2019-NAB-II(Auto) (20307) or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable on the date of delivery of buses.

Final certificates complying above, as applicable, shall be submitted at the time of delivery of buses.

Thanking You

Yours faithfully,

Signature (Authorised Signatory of the Bidder/ Associate (OEM)/Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

……

Printed Name……. Seal…… UDIN No ……

Date……..

Place……

APPENDIX 15 - CERTFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head of Bidder/Consortium Member]

To

The Managing Director

Metropolitan Transport Corporation **(**Chennai**)** Ltd**.**

No**.**2, Pallavan Illam, Pallavan Salai,

Chennai **–** 600 002

Email: amprojects1.mtc@gmail.com

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order no. P-45021/2/2017-PP(BE-II) dated 04th June 2020

Ref: RFP No: ……

Dear Sir/Madam,

This is to certify that following is the local content percentage .....being offered under

the Project (RFP No. _____) by M/s (Name of OEM) are in compliance with Ministry of Commerce and Industry order no: P-45021/2/2017-PP(BE-II) dated 04th June 2020 and the bidder shall strictly abide by all provisions of the subject notification.

Sr. No	Item/s	Percentage of Local Content

Thanking You, Yours faithfully,

Signature (Authorised Signatory of the Bidder/ Associate (OEM)/Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

……

Printed Name……. Seal…… UDIN No …… Date…….

Place……

APPENDIX 16 - COMPLIANCE FOR LAND BORDER RESTRICTIONS

Declaration regarding "Restrictions on procurement from a Bidder of a country which shares aland border with India"

(To be submitted on Bidder's Letter Head)

To

The Managing Director

Metropolitan Transport Corporation (Chennai) Ltd.

No.2, Pallavan Illam, Pallavan Salai,

Chennai – 600 002

Email: amprojects1.mtc@gmail.com

Dear Sir/Madam,

With reference to our bid proposal for participation in RFP Ref: _____dated,_____I/we hereby confirm that, I/We have read the G.O.Ms No. 343, dated 18th September 2020 issued by the Finance [Salaries] Department regarding restrictions on procurement from a bidder of a country which shares a land border with India, on sub-contracting to contractors and on transfer of technology from such countries *"Restriction on Public procurement from bidders of certain countries under Rule 144(xi) of General Financial Rules (GFRs)-amended by Government of India – adopted by the State Government under Tamil Nadu Transparency in Tenders Act, 1998."*

I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is not fromsuch a country and we will not sub-contract any work

to a contractor from such countries unless such contractor is registered with the Competent Authority.

AND

"I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is not from such a country having Transfer of Technology (ToT) arrangement requiring registration with theCompetent Authority.

OR

I/We certify that we/our OEM/suppliers/Consortium member/suppliers/sub-contractors are/is from sucha country and we further confirm that they hold a valid registration for Transfer of Technology (ToT) by the Competent Authority which is enclosed as Attachment _____

We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

*

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Date Seal of Authorized Bidder

Organisation & Signature

Place

APPENDIX 17 - AFFIDAVIT FOR BID SECURITY BY ASSOCIATES

I _____ (SIGNATORY OF THE TENDER DOCUMENTS), son of _____ aged about___, working as _____ with _____ (NAME OF THE BIDDER) having its registered office at _____, do hereby solemnly affirm on oath and declare as under.

1. M/s _____ (NAME OF THE BIDDER) is the participant of the Tender Reference No _____
2. That under Cause 2.2.3 and Clause 2.2.4 of the subject Tender M/S _____(NAME OF THE BIDDER) has used the Technical Capacity and/or Financial Capacity of its Associate namely (NAME OF THE ASSOCIATE).
3. That as per Clause 2.22.4 of the Tender the bidder herein has submitted the Bid Security through its Associate namely _____.
4. I state that the Associate shall have no right/claim on the Authority in case the Bid Security is forfeited and/or appropriated by the Authority in terms of the RFP for the Subject Tender including but not limited to under Clause 2.22.7 and 2.22.8.
5. I state that Bidder shall at all times keep the Authority indemnified, for any claims/actions by the Associate against the Authority arising out of and under the Subject Tender.

VERIFICATION

Verified at _____ on this __ day of (Month) 2025, that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief and are based on the records maintained by the Company in the usual course of its business. I state that no part of the affidavit are incorrect and nothing has been concealed therein.

Procurement, Supply, Operation and Maintenance of 220 (7m-70buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting

Volume II

DRAFT CONCESSION AGREEMENT

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Part I Preliminary

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("**Agreement**") is entered into on this {the ..... day of _____, 20....}[1]

BETWEEN

1 **THE** [**Metropolitan Transport Corporation** (**Chennai**) **Limited** represented by Managing Director, and having its office at Metropolitan Transport Corporation (Chennai) Ltd. No.2, Pallavan Illam, Pallavan Salai, Chennai — 600 002 (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One **Part**;

AND

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

The One Part and the Other Party shall be collectively referred to as "the Parties"

WHEREAS:

A. The Authority intends to undertake Procurement, Supply, Operation and Maintenance of 220 (7m-70buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting.

B. The Authority vide Request for Proposal (RFP) Document dated _____invited bids from eligible entities for Procurement, Supply, Operation and Maintenance of 220 (7m-70buses and 5m-150 buses) AC Low Floor Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (herein after referred to as "the Project"). Based on the qualification requirements, bids were evaluated and those found eligible were shortlisted for evaluation of price proposal.

C. Consequent thereof and after due evaluation of the bids received in response to the aforesaid RFP Document, the Authority has accepted the proposal submitted by_____*(name of Successful Bidder)* and accordingly issued the Letter of Acceptance (LOA) No. dated to_____*(name of Successful Bidder)* for the Project.

D. Upon compliance of the terms of the LOA, the Selected Bidder has been designated as the Operator. [Pursuant to the LOA, the Selected Bidder proposed to form a SPV in accordance with the provisions of the RFP, the SPV is

incorporated as a private limited company under the Companies Act, 2013 and designated as the Operator].

E. The Operator has also by its letter Ref. No. [-------] dated [ ] represented and confirmed to the Authority that it has been promoted by the Successful Bidder i.e. [name of the Successful Bidder] for the purposes hereof and is held by the said Successful Bidder and joins by its said letter in the request of the said Successful Bidder to Authority to accept the Operator as the entity which shall, inter alia, undertake, fulfill and perform the obligations of the Successful Bidder under the LOA including the obligation to enter into this Concession Agreement for the Project.

F. The Operator has requested the Authority to accept the Operator as the entity which shall undertake inter alia procurement, supply, operation and maintenance of electric buses in Chennai and other obligations of the _____(name of Successful Bidder) including the obligation to enter into this Concession Agreement.

G. The Authority has acceded to the request of the _____ (name of Successful Bidder) and has accordingly agreed to enter into this binding Concession Agreement with the Operator for procurement, supply, operation and maintenance of electric buses under this Project.

H. It is therefore deemed necessary and expedient to enter into this Concession Agreement for, inter alia obligations, the obligation of procurement, supply, operation and maintenance of electric buses and to record the terms, conditions and covenants of the Agreement between the Parties.

I. Amendments were issued to the draft Concession Agreement which was released as a part of RFP document. This Concession Agreement has been amended to reflect the aforesaid changes to bring clarity, and understanding.

J. The Parties have therefore agreed to enter into this Concession Agreement subject to and on the terms and conditions set forth in this Concession Agreement.

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

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

a. references to any legislation or any provision thereof shall include amendment or re- enactment or consolidation of such legislation or any provision thereof as far as such amendment or re-enactment or consolidation applies or is capable of being applied to any transaction entered into hereunder;

b. references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as may be amended, modified, supplemented, extended or re-enacted from time to time;

c. references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

d. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e. the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

f. references to "**construction**" or "**building**" include, unless the context otherwise requires; investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;

g. references to "**development**" include, unless the context otherwise requires; construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**"

shall be construed accordingly;

h. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

i. any reference to "**hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and
5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;

j. any reference to a day shall mean a reference to a calendar day;

k. reference to a "**business day**" shall be construed as reference to a day (other than a Sunday and public holiday) on which banks in Chennai are generally open for business;

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

m. any reference to a "**quarter**" shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;

n. references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

o. any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

p. the words importing singular shall include plural and vice versa;

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

r. "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

s. "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

t. references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

u. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (u) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

v. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;

w. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

x. references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

y. the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and

z. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.

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

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

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

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

(a) this Agreement; and

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

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

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

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall
prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

Part II Scope of the Agreement

Article 2 SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

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

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

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

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

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

Article 3 AWARD OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority hereby awards to the Operator the right to design, manufacture, procure, supply, Operate and Maintain the Buses, Install, Operate and Maintain the Charging Infrastructure and Equip, Operate and Maintain the Maintenance Depots (the "Concession") for a period commencing on and from the Appointed Date and ending on the date (the "Concession Period") falling 12 (twelve) years for bus services after the Scheduled COD, and the Operator hereby accepts the Concession and agrees to implement the same as its obligation subject to and in accordance with the terms and conditions set forth herein.

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

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

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

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

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

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

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

(g) Save as otherwise provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement;

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

Article 4 CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 The Authority and the Operator shall meet the Conditions Precedent as defined in this section after Agreement signing. Save and except as provided in Articles 4, 7, 8, 9, 10, 13.4, 13.6, 16.5, 21, 29, 30, 35, 37, 39 and 42, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant a waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.

4.1.2 The Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

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

Note: For the purpose of this Clause the list of Maintenance Depots shall be notified at the time of execution of this Agreement.

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

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

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

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

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

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

(a) executed the Escrow Agreement;

(b) executed the Substitution Agreement;

(c) delivered to the Authority from the Consortium Members, their respective confirmation, in original, of the correctness of their

representations and warranties set forth in sub-clauses (k), (l) and (m) of Clause 7.1;

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

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

(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and, if applicable, 3 (three) true copies of the Bus Lease Agreement(s);

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

(h) delivered to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof;

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

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

(k) The prototype designs shall be submitted within 30 days from the date of signing the agreement. The prototype bus shall be supplied by the operator, within 30 (thirty) days from the date of approval of Designs and Drawings by the authority or prior to the Appointed Date.

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

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within 90 days from the date of this Agreement and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing, at least once a month on the progress made in satisfying the Conditions Precedent and expected date of

complying with all Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

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

4.2 Satisfaction of the Conditions Precedent

(a) Unless otherwise specified, the Operator and the Authority shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 90 days from the date of this Agreement (the **Scheduled CP Satisfaction Date**).

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

(i) a Force Majeure Event;

(ii) a Change in Law;

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

(iv) delay by the other Party in fulfilling any Condition Precedent required to be satisfied by them or in performing any other obligation under this Agreement, which impacts its ability to satisfy its Conditions Precedent, then the Scheduled CP Satisfaction Date for the affected Party without prejudice to its rights and remedies and subject to Clause 4.3 and 4.4 herein below, shall be extended on a day-for-day basis for the period of such delay.

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

4.3 Damages for delay by the Authority

(a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent)

of the Performance Security for each day's delay beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.3 until the date on which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.

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

4.4 Damages for delay by the Operator

(a) In the event that (i) the Operator does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2 (b)), or, within the time period specified for the fulfilment of such Condition Precedent, the Operator shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Condition Precedent specified in Clause 4.1.2 and where such delay impacts the Operator's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Operator under this Clause 4.4 until the date on which the Authority shall have procured fulfilment of the relevant Conditions Precedent

specified in Clause 4.1.2.

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

4.5 Deemed Termination upon delay

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

Article 5 OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

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

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

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

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

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

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

5.1.7 The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 100 (one hundred) Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.

5.1.8 The Operator shall maintain minimum 5% of additional Buses as spare to ensure 100% availability of Fleet from the date of Lot COD of each Lot as per the Delivery Schedule.

5.1.9 Save and except as otherwise provided in this Agreement or Applicable

Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice.

5.1.10 Deleted .

5.1.11 The Operator shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining the Operator Applicable Permits and any other Applicable Permits other than the Authority Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

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

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

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

(e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

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

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

(h) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or

thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;

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

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

(k) take all reasonable precautions for the prevention of accidents on or around the Maintenance Depots and provide all reasonable assistance and emergency medical aid to accident victims; and

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

5.1.12 The operator should comply with all the obligations of the POSH Act, 2013 including constituting an internal complaints committee.

5.1.13 The operator should adopt SOPs to handle complaints of sexual harassment received from commuters and addressed in accordance with the POSH Act, 2013. Ensure that the staff are regularly trained on the Grievance Mechanism of the POSH Act, 2013.

5.1.14 This activity might be associated as part of any Program supported by financing from the World Bank/other multilateral agencies and Bidders/Suppliers/Contractors/Consultants are required to comply with the applicable Guidelines (available at the following link): https://ppfdocuments.azureedge.net/3682.pdf

5.1.15 The Operator shall ensure that provisions are made for safety of women at Maintenance Depots, including sufficient lighting, street lighting, and visibility. The Operator shall also ensure that separate washrooms are provided for women at the Maintenance Depots.

5.1.16 **As this is a conductor less operation, the entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of FCS devices and its integration with Authority's (CMRL's) fare collection system shall be the obligation of the Operator as specified in Clause 16.8.**

5.2 Obligations relating to Project Agreements

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

5.2.2 The Operator shall submit to the Authority the drafts of all Project Agreements (to which the Authority is not a party) or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Operator shall submit to the Authority a true copy thereof, duly attested by a Director or any person authorised by the Board of Directors of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Operator shall not make any addition, replacement or amendments to any of the "**Financing Agreements**" without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of increasing the Total Project Cost, and in the event that any replacement or amendment is made without such consent, the Operator shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, and subject to this Clause 5.2.3, no prior consent of the Authority shall be required for restructuring or rescheduling of the debt of the Operator provided such restructuring or rescheduling does not result in an increase in the Total Project Cost.

5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites.

5.2.5 The Operator shall ensure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect from the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality subject to the Operator issuing a notice of reminder to the Authority at least

15 (fifteen) days prior to the expiry of the aforesaid 90 (ninety) day period. The Operator expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.6 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Operator, and therefore the Operator undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. Provided however, that this Clause 5.2.6 shall not apply to any subcontracts entered into by the Operator for the provision of any housekeeping or basic office support staff services. For the avoidance of doubt, it is expressly agreed that approval of the Authority under this Clause 5.2.6 shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator or its Contractors from any liability or obligation under this Agreement.

5.2.7 OEM Undertaking to the Authority

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

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

5.3 Obligations relating to Change in Ownership

5.3.1 The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Operator agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty five per cent) or more of the total Equity of the Operator; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Operator by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Operator, and therefore the Operator undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority pursuant to this Clause 5.3.2 hereunder shall be limited to a national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Selected Bidder (or Lead Member in case of a consortium) or its holding company by another entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3.2. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership shall be deemed to have occurred in breach of this Clause 5.3.2.

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Operator;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through

one or more companies (whether situate in India or abroad) the Equity of the Operator, not less than half of the directors on the Board of Directors of the Operator or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Operator shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Operator.

5.4 Obligations relating to employment of foreign nationals

The Operator acknowledges, agrees and undertakes that employment of foreign personnel by the Operator and/or its Contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Operator and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Operator or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Operator from the performance and discharge of its obligations and liabilities under this Agreement. Provided that, the Authority shall provide reasonable assistance to the Operator, if required and requested for in written , in relation to applying for any employment/residential visas and work permits in accordance with Clause 6.1.2(l).

5.5 Obligations relating to employment of personnel

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

5.5.2 The Operator shall, notwithstanding its obligations contained herein for employment and training of staff, undertake capacity building training and workshops for the Operations and Maintenance of the Buses and Maintenance Depots and other infrastructure, as may be directed by the Authority. Operator shall develop and provide trainings on workers' code of conduct, which sets out the standard of behavior for employees of the Operator to follow.

5.5.3 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice and Applicable Laws for undertaking their respective functions under this agreement.

5.5.4 The Operator shall observe Equal Opportunity employment practices. The operator shall foster gender diversity and adequate representation of women trainees & women trainers and other socially disadvantaged groups.

The operator shall make efforts to recruit and train women drivers. The Operator shall submit an annual statement to the Authority in this regard showing the positive actions taken to encourage employment of women, specially-abled and other socially disadvantaged groups and results thereof duly classified by gender, disability and other social disadvantage. Operator shall ensure that Sexual Harassment laws at the Workplace Policy and Equal Opportunities Policy are in place as per the requirement of POSH Act, 2013 and Rights of Persons with Disabilities Act, 2016 ("**PwD Act**"). Operator shall designate a grievance redressal officer to address any complaints related to workplace discrimination as per the PwD Act

5.5.5 Prior to engaging any driver for operating the Buses, the Operator shall ensure that each such driver receives a combination of classroom instruction and behind-the-wheel instruction as specified in Article 16.3.2, sufficient to enable each driver to operate the Bus in a safe and efficient manner in terms of this Agreement.

5.5.6 The operator shall ensure the trainings of the entire workforce on a yearly basis on gender differences in accessing mobility, gender sensitivity, sexual harassment and women's safety. Training should also be provided for drivers to understand the problems highlighted by women passengers and address them during travel. A code of conduct for drivers shall be created and training imparted.

5.5.7 The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, who in the opinion of the Authority:

(a) persists in any misconduct including sexual harassment of colleagues or passengers;
(b) is incompetent or negligent in the performance of his duties;
(c) fails to conform with any provisions of this Agreement; or
(d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public,

5.5.8 in each case, subject to provision of reasonable evidence. The decision of the Authority in its opinion under this Clause to remove any staff member/ personnel employed by the Operator shall be final and binding on the Operator and that the Operator shall take immediate steps to remove such staff member/ personnel. Nothing under this Clause shall excuse the Operator from its obligations or liability under this Agreement for the purposes of implementing the Project.

5.5.9 The Operator shall be solely and exclusively responsible for all drivers, employees, workforce, personnel and staff employed or contracted for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision to (i) provide Bus Service in a safe and efficient manner to the public; and (ii) carry out all other

obligations of the Operator as set out in this Agreement. Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Concession Period or thereafter; the Operator undertakes to hold harmless and keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party.

5.5.10 The Operator shall ensure that all drivers, personnel and staff wear uniforms as approved by the Authority. The Operator shall at its own cost and expense, provide uniforms and shall ensure that drivers and any other personnel and staff employed by it shall, at all times, wear clean uniforms while on duty or doing any act in relation to the Project. The operator to ensure culturally appropriate uniform is provided to women staff.

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

5.5.12 The Operator shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement by exercising appropriate supervision and control. The Operator shall be responsible for employing any and all competent manpower, personnel, labour, etc., as may be required to be deployed by it for implementation of the Project and as such the Operator on an exclusive basis shall be responsible for exercising supervision and control over such manpower, personnel, labour, etc. For all intents and purposes under this Contract, the Operator alone shall be the principal employer in terms of the provisions of the Factories Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 in respect of such manpower, personnel, labour, etc. The Authority shall at no point of time be concerned in any manner whatsoever with any employee or labour related issues of such manpower, personnel, labour, etc. of the Operator and shall not have any liability or responsibility towards them. The Operator shall keep the Authority indemnified for all claims that may arise due to Operator's non-compliance with any provisions of this Clause

5.5.11. The Operator shall redress specific grievances of women staff in accordance with the Grievance Mechanism.

5.6 Advertisement and Branding of Buses

The Buses or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Operator or its

shareholders, save to the extent as provided in Clause 16.7. Provided that, the Operator may affix the brand logo, make and model of the Bus at the front and rear end of the Bus. The Operator undertakes that it shall not, in any manner, use the name or identity of its shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Operator may, at every Maintenance Depot, display its own name at a spot where other public notices are displayed for the Users.

5.7 Obligations regarding risk of loss or damage

5.7.1 The Operator shall bear the risk of loss in relation to each Bus for the performance of its Operation and Maintenance obligations hereunder.

5.7.2 Notwithstanding the Operator's obligations under Article 37, the Operator shall take or cause to be taken all steps necessary under Applicable Laws to protect the Authority against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.

5.8 Obligations relating to information

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

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

5.9 Obligations relating to aesthetic quality

The Operator shall maintain a high standard in the appearance and aesthetic quality of the Buses, the Maintenance Depot and the Project as a whole and achieve integration of the Buses, Maintenance Depots and Charging Infrastructure with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The operator shall ensure that aesthetic design of Buses, the installations carried out by the Operator in the Maintenance Depot are as per Good Industry Practice and design standards and are gender neutral and disabled-friendly for persons with disability.

5.10 Obligations relating to noise control

The Operator shall take all such measures as may be necessary in

accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Buses and the Maintenance Depots and its impact on the Users and the surrounding neighbourhood.

5.11 Facilities for physically challenged and elderly persons

The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged, women, pregnant women, children and for elderly persons using the buses and for the staffs/users of the Bus Maintenance Depot. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards. Some of the relevant guidelines and standards include- Code of Practice for Bus Body Design and Approval [AIS-052 (Rev 1) & Amendments. 1 to 9], Ministry of Housing and Urban Affairs (MoHUA)'s Harmonised Guidelines and Standards for Universal Accessibility in India 2021, Ministry of Road Transport and Highways (MoRTH)'s Accessibility Guidelines for Bus Terminals and Bus Stops, 2021.

5.12 Obligations relating to Charging Infrastructure

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

5.13 Obligations relating to appointment of Drivers and Staff

a. The Operator shall provide a driver with valid driving license issued by the competent authorities under the Applicable Laws, including Motor vehicles Act, 1988 having experience of 2 years to drive transport vehicles including Buses of the kind defined herein and valid passenger service badge, age within 24 to 60 years.
b. The Operator shall appoint drivers for operating the buses by taking into Police verification of individual candidate.
c. The Operator or its sub-contractor shall have to make payment to the driver's bank account through RTGS/NEFT mode only.
d. The driver while on duty should have valid identity cards as required under M.V. Act/Rules (Motor Vehicle Act and Rules).
e. The driver along with vehicle should report for duty in a neat and clean uniform prescribed by Authority, at the assigned depot and at

the assigned time. Similarly other staff members employed by the operator should use uniform prescribed by Authority.

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

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

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

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

j. The Operator shall not deploy any drivers which have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle and such drivers should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last 3 years preceding the date of execution of the Agreement; Further, in case of appointment/deployment of any drivers during the Concession Period after the initial deployment of the drivers the aforesaid shall apply to such deployment, mutatis mutandis during the last 3 years preceding the date of such appointment/deployment.

k. However, Authority may require the Operator to remove any person employed by it for the Bus Services, who in the opinion of Authority:
   i Persists in any misconduct,
   ii Is incompetent or negligent in the performance of his/her duties,
   iii Fails to conform with any provisions of the Tender/Agreement, or
   iv Persists in any conduct which is prejudicial to safety, health, or the protection of the general public/ environment.
   v Is a person convicted by a competent court of law.
   vi Is a person who is involved in any fatal accident.

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

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

n. Provided, however Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such

foregoing persons at any point of time during tenure of this Agreement or thereafter and the operator shall keep Authority indemnified in this regard.

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

p. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms are worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under the Agreement.

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

r. The Operator shall make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Operator's obligations under this Agreement and shall at all times be the principal authority in respect of such labor and personnel.

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

t. As the drivers appointed under this agreement will operate conductor-less E-buses, the Operator shall provide appropriate training to the drivers to operate the FCS devices. .

~~u.~~ The Operator shall train the driver in monitoring the user fare payments by the commuters (including tap-in by commuters). In case, cash is collected due to non-functioning of FCS, it should be remitted to the associated depot authority/ depot cashier after end of the respective day's duty.

v. Operator shall provide all necessary training to drivers related to FCS devices and its operations as per the terms specified in clause 16.8.

5.14 Obligations of the Operator under Labour codes and Rules

5.14.1 The Operator shall comply with the provisions of all applicable Labour Codes, including, but not limited to the Motor Transport Workers Act, 1961, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Employee's Compensation Act, 1923 and any amendments to the aforementioned Acts and any Draft Rules made there under, as modified from time-to-time.

While certain recent Labour Codes, such as the Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, have been

enacted, their implementation timelines may vary. The Operator shall be responsible for complying with all applicable Labour Codes, including those that are currently in effect or come into effect during the contract period.

Additionally, the Operator shall indemnify the Authority from and against any claims arising from non- compliance with the aforementioned Labour Codes and their associated Rules.

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

5.14.3 The Operator shall pay the wages as per the Minimum wages, notified by the concerned Labour department of the State as notified by the State Government, through the bank transfer.

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

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

5.15 Obligation of the Operator for Environment Social Health and Safety (EHS)
The operator during the term of this agreement shall adhere to all the environmental and social compliances/ Obligations as mentioned in the Environment Social Health and Safety (EHS) requirements provided under Schedule AB.

Article 6 OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. The Authority should comply with all the obligations of the POSH Act including constituting an internal complaints committee. The Authority should ensure the formation of an ICC at the operator level. The Authority should ensure that the operator adopts the SOPs on complaints of sexual harassment received from the commuters and addressed in accordance with the POSH Act.

6.1.2 The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:

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

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

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

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

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

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

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

(h) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring the Operator Applicable Permits;

(i) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

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

(k) upon written request from the Operator and subject to the provisions of Clause 5.4, provide reasonable assistance to the Operator and any expatriate personnel of the Operator or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Operator or its Contractors their obligations under this Agreement.;

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

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

a) Adequate parking area (approx. 60-100 sq.m. per bus) for parking of buses allocated to the depot and additional space for parking the spare buses deployed by the Operator.

b) Concretized or blacktopped depot pavement/ yard flooring/ Bus Parking area

c) Workshop shed with Bus maintenance/ service pits (for 7 m & 5m buses) @ 2 pits per depot

d) Spaces /shed for spare parts store, material store and tyre store

e) Bus washing bay/platform

f) Administrative block (with spaces for offices, control room and simulator room)

g) Staff amenities including driver's rest room with toilets and bathrooms, canteen space and first aid room

h) Boundary wall clearly segregating Maintenance Depot

premise from other activities/ neighboring properties

i) Gate and security cabin
j) Lighting for all facilities within the Maintenance Depot including Maintenance Depot yard lighting for bus parking area
k) Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB) or respective local body water supply connection.
l) Maintenance Depot water supply system with underground storage sump and overhead tank/s
m) Effluent Treatment Plant with treated water network for reuse
n) Fire Hydrant/ Fire Fighting system
o) Proper drainage system at the depot to avoid stagnation of water and connected to public drain
p) Sewage line connected to public sewer or septic tank (wherever public sewer is not available)
q) Rainwater harvesting system and recharge pits
r) Electricity connections which for the avoidance of doubt may be a 11/22/33/66 kV connection) and power supply at 415 V upto pillar of LT distribution transformer(s) located at the allocated Maintenance Depot.
s) Emergency exit gate/second entry or exit point if possible.
t) Emergency exits at buildings as per fire safety requirements

6.1.4 Authority shall have the right to prepare and monetize the carbon assets generated if any. This means that it shall have the right to register the project under any scheme launched by the Government of India in this regard and/ or voluntary market registries. The monetization of any carbon assets from the operations of the Buses and any carbon credits generated from bus operations during the Concession Period shall be attributable solely to the Authority.

Article 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Operator

The Operator represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) along with its Associates, it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of the Selected Bidder/ any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may

result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 3 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium (i) whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal; or (ii) who is an original equipment manufacturer (including its Associates), shall hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Concession Period;

(l) {the Selected Bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(m) {the Selected Bidder/ each Consortium Member} is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(n) all its rights and interests in the Buses (if applicable pursuant to Clause 33.4), Maintenance Depots (including the Charging Infrastructure) shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of

material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(p) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith

(q) all information provided by the {Selected Bidder/ Consortium Members} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Operator that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects;

(g) it has good and valid right to the Depot Sites and Maintenance Depots, and has power and authority to grant a licence, in respect thereto to the Operator; and that the right to the sites are not subject to any encumbrances an/or litigation before any court of law.

(h) it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Operator, subject to and in accordance with the provisions of this Agreement; and

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

7.3 Disclosure

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

Article 8 DISCLAIMER

8.1 Disclaimer

8.1.1 The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, this Agreement, the Specifications and Standards, the Depot Sites, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator, the {Selected Bidder/ Members of Consortium} and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Operator pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the Operator and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Part III Development and Operations

Article 9 PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Operator, for the performance of its obligations hereunder till the expiry of the Concession Period, has provided to the Authority, prior to the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to **Rs**. _____ (**Rupees** _____ (**in words**) **only**) in the form set forth in Schedule-D (the "Performance Security").

9.1.2 The Parent/Associate of the Operator whose financial credentials were used by the Selected Bidder can also provide security on behalf of the Operator, provided that such Parent/Associate in addition to Schedule D submit a board resolution authorizing the Authority to invoke such Performance Security as per the provisions of the Concession Agreement.

9.2 Appropriation of Performance Security

9.2.1 The Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate, from time to time and as many times as required by the Authority, from the Performance Security such amounts as may be due to it under this Agreement, including in respect of any Damages payable by the Operator for a failure to perform its obligations under this Agreement, for an Operator Default or for failure to meet any Condition Precedent, in accordance with the terms of this Agreement.

9.2.2 Upon any encashment and appropriation from the Performance Security by the Authority in accordance with the terms of the Agreement, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32.

9.3 Release of Performance Security

9.3.1 The Performance Security shall remain in force and effect during the Concession Period, with an initial validity period of 3 years and extended upto the completion of concession period, and shall be returned to the Operator within 60 (sixty) days from the date on which the Concession Period Expires or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.

9.3.2 If the Performance Security is scheduled to expiry of the Concession Period, then the Operator shall obtain an extension of the Performance Security or furnish a new Performance Security in the form set forth in Schedule-D at least 30 (thirty) days prior to the expiry of the Performance Security. If the Operator fails to extend or replace the Performance Security, the Authority shall be entitled to claim the entire amount then available under the Performance Security and retain such amount as a cash security until such time as the Operator submits an extension or replacement of the Performance Security to the satisfaction of the Authority.

Article 10 RIGHT OF WAY FOR DEPOTS

10.1 Site for the Maintenance Depots

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

In the event of Change of Scope Order in terms of Article 15 the Authority may allocate additional Depot Site(s) for such Change of Scope Order subject to provisions of Clause 10.3.5.

10.2 Licence and Right of Way for Maintenance Depots

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

10.2.2 In consideration of the license fee of Re.1 (Rupee One) per annum, this Agreement and the covenants and warranties on the part of the Operator herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Operator, effective from the dates specified in this Clause 10.2, leave and licence rights in respect of the Maintenance Depots at is the locations described, delineated and shown in Schedule- A hereto (the "**Licensed Premises**"), free of any Encumbrances, to develop, equip, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of this Agreement and, solely for the purposes permitted under this Agreement, and for no other purpose whatsoever. The rights and obligations of the Operator over the Licensed Premises shall be co-terminus with its rights and obligations under this Agreement either by efflux of time or otherwise in accordance with the terms of this Agreement.

10.2.3 The Authority shall ensure that the Maintenance Depots handed over to the Operator under this Agreement comply in all respects with the Minimum Maintenance Depot Specifications.

10.2.4 The Authority shall, in accordance with the timelines prescribed in Clause 4.1.2, provide and grant to the Operator, vacant access, constructive possession and licenses to possess the Maintenance Depot(s) specified in

Schedule A.

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

(a) within [3 (three)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};

(b) within [6 (six)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};.....

(c) within [9 (nine)] months after the Appointed Date, the Authority shall handover the Maintenance Depot(s) situated at {****};.....

(each of the above dates, a "Scheduled Maintenance Depot Handover Date").

Note: The list of depots is provided in Schedule A -Annex I. For the purpose of this Clause the list of Additional Maintenance Depots shall be notified at the time of execution of this Agreement.

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

10.2.7 If the Authority is unable to handover, to the Operator, Maintenance Depots which meet the Minimum Maintenance Depot Specifications by the relevant Scheduled Maintenance Depot Handover Date, then the Authority may, by way of a written notice provided at least 30 (thirty) days prior to the relevant Scheduled Maintenance Depot Handover Date, require the Operator to takeover possession and control of the Maintenance Depot on an "as is where is" basis. On and from the date on which the Operator takes over peaceful, vacant and unencumbered possession of the Maintenance Depot, the Operator shall, at the cost of the Authority and without prejudice to its obligations to carry out the Fit-Out Works, undertake and perform all such works and activities that may be required in order to ensure that the Maintenance Depot meets the Minimum Maintenance Depot Specifications. The scope of work required to be undertaken by the Operator in this regard, including the costs payable by the Authority for such work, shall be mutually

discussed and agreed by the Parties by way of a Change of Scope Order. The Operator shall also be entitled to a mutually agreed extension of the Scheduled Maintenance Depot Completion Date, with such extension being not less than 90 (ninety) days.

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

10.3 Handover of the Licensed Premises

10.3.1 For each Maintenance Depot that is to be handed over to the Operator pursuant to the terms of this Agreement, after the Appointed Date, the Authority's Representative and the Operator shall, on a mutually agreed date and time, inspect the Licensed Premises and prepare a memorandum containing an inventory of the Licensed Premises including the vacant and unencumbered land, buildings, structures, road works and trees on or attached to the Licensed Premises. Such memorandum shall have appended thereto a statement (the "Appendix") specifying in reasonable detail of those parts of the Licensed Premises of which vacant possession has not been granted to the Operator. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Operator for free and unrestricted use and development of the vacant and unencumbered Licensed Premises during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that possession with respect to the parts of the Licensed Premises as set forth in the Appendix shall be deemed to have been granted to the Operator upon vacant access thereto being provided by the Authority to the Operator subject to Clause 10.2.6 and 10.2.7 if applicable.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Licensed Premises or such area as maybe mutually decided between the parties. and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 21.1.1.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Operator shall maintain a round-the-clock vigil over the Licensed Premises and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation

on any part thereof, the Operator shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

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

10.3.5 The Authority shall allocate to the Operator any other Maintenance Depot with the minimum depot infrastructure as mentioned under 6.1.3 or allocate additional space only for bus parking & Charging or space for opportunity charging or only a specific facility (office space/accommodation etc.) within its existing depots/ terminals or any other facility under the ownership of Authority and in compliance with Schedule AB as in case of any Change of Scope Order issued under Article 15, in accordance with this Agreement provided, further that the cost of shifting of Charging Infrastructure / Fit out Works in case of change of Maintenance Depot if requested under such Change of Scope Order under this Clause
10.3.5 shall be borne by the Authority and that the Maintenance Depot shall form part of the Licensed Premises under a separate Maintenance Depot License Agreement.

10.4 Maintenance Depot to be free from Encumbrances

The Maintenance Depots made available by the Authority to the Operator pursuant hereto shall be free from all Encumbrances and occupations and without the Operator being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, development, possession and use of such Licensed Premises for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement.

10.5 Protection of Site from encroachments

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

Agreement.

10.6 Access to the Authority

The licence, Right of Way and right to the Licensed Premises granted to the Operator hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.7 Geological and archaeological finds

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

10.8 Felling of trees

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

10.9 Unforeseen Site Conditions

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

Article 11 UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Operator shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Depot Site(s) are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Operator, initiate and undertake at its cost, legal proceedings for acquisition of any right of way necessary for such diversion, in accordance with relevant laws and procedures.

11.2 Shifting of obstructing utilities

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

11.3 New utilities and transport systems

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

Article 12 COMPLETION OF THE MAINTENANCE DEPOTS

12.1 Road Connectivity

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

12.2 Obligations prior to commencement of construction

Prior to commencement of the Fit Out Works, the Operator shall:

(a) submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Fit Out Works at the Maintenance Depots (including installation of the Charging Infrastructure);

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of the Fit Out Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

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

(e) Prepare and submit to the authority a labour management plan for compliance with relevant labour laws and regulations. The plan will include among others- Working conditions and terms of employment, non-discrimination and equal opportunity, grievance mechanism, prevention of sexual harassment and abuse, occupational and community health and safety requirements.

12.3 Maintenance during Fit Out Period

While undertaking the Fit Out Works, the Operator shall maintain, at its cost, the existing roads along the alignment of the Maintenance Depots so that their traffic worthiness and safety are at no time materially inferior as compared to their condition 7 (seven) days prior to the date on which such Maintenance Depots are handed over by the Authority, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Operator may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of the Fit Out

Works and conforms to Good Industry Practice. For the avoidance of doubt, it is agreed that the Operator shall at all times be responsible for ensuring safe operation of the existing roads along the alignment of the Maintenance Depots.

12.4 Drawings

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

(a) The Operator shall prepare and submit, with reasonable promptness, 3 (three) copies each of all Drawings to the Authority for review.

(b) By submitting the Drawings for review to the Authority, the Operator shall be deemed to have represented that it has determined and verified that the design and engineering of the Fit Out Works, including the field construction criteria related thereto, are in conformity with the Scope of the Agreement, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Operator with particular reference to their conformity or otherwise with the Scope of the Agreement and the Specifications and Standards. The Operator shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue the Fit Out Works at its own discretion and risk. However, if the Authority fails to provide its observations on the Drawings submitted by the Operator within 30 (thirty) days of receipt of such Drawings, the Drawings shall be deemed to be approved subject to the Operator issuing a notice of reminder to the Authority at least 7 (seven) days prior to the expiry of the aforesaid 30 (thirty) day period. In the event of failure of the Authority to give any observation on the drawing within the aforesaid 15 days and the Operator having already commenced the fit out work with its drawings and thereafter the Authority decides to give the observation before the expiry of aforesaid 30 days; the Authority may unless there is substantial changes to be made in the drawings which if not made will not meet the Specifications and Standards within the Scope of the Agreement; approve the drawings being in conformity the Scope of the Agreement and the Specifications and Standards

(d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Agreement or the Specifications and Standards, such Drawings shall be revised by the Operator within 7 days and resubmitted to the

Authority for review. The Authority shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.

(e) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

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

12.5 Completion of the Maintenance Depots

12.5.1 On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 6 (six) weeks subject to Clause 10.2.27 from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "Scheduled Maintenance Depot Completion Date") .

12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement),unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.5.3 In the event that the Maintenance Depot Completion Date, for any Maintenance Depot, does not occur within 270 (two hundred and seventy) days from the relevant Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless

the delay is on account of a Delay Event, the Authority shall be entitled to terminate this Agreement for an Operator Default and the consequences of such termination as set out in Article 33 shall apply.

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

12.6 Extension of Time

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

12.6.2 The Operator shall promptly provide the Authority with:

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

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

12.6.3 Where a Delay Event has a continuing effect or where the Operator is unable to determine whether the effect of a Delay Event will actually cause delay to the Fit Out Works or procurement of the Buses, so that it is not practical for

the Operator to provide notice in accordance with Clause 12.6.2 above, a statement to that effect with reasons together with any other relevant information shall be submitted in place of the notice required pursuant to Clause 12.6.2. In such an event, the Operator shall, as soon as reasonably practical, submit to the Authority the information required pursuant to Clause 12.6.2.

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

12.6.5 If in the opinion of the Operator that there are two or more concurrent causes of delay but as per the terms of the Agreement out of those concurrent causes only one of those concurrent causes is a cause of delay in performance of the Agreement which would entitle the Operator to an extension of time in accordance with this Clause 12.6, then the Operator shall be entitled to an extension of time under Clause 12.6 only on the basis of the cause which in the Opinion of the Authority has caused delay in performance of the Agreement and not on the basis of other concurrent causes..

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

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

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

Article 13 PROCUREMENT OF BUSES

13.1 Standards and Specifications

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

13.2 Ownership of Buses

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

13.3 Delivery Schedule

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

13.4 Prototype

13.4.1 The Operator shall, within 30 (thirty) days from the date of signing of this agreement, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "Prototype"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.

13.4.2 The Authority, or any independent third party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "**Design Report**") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The

Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 15 (fifteen) days from the date of receiving the Designs and Drawings of the Prototype from the Operator. It is agreed that any failure or omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement. Authority & Operator may conduct consultations with relevant stakeholders interalia, passengers representing PwDs, elderly, women, youth and their views /inputs may be addressed in the Design Report.

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

13.5 Tests at Manufacturer's Plant

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

13.5.2 The Operator shall, with at least 2 (two) weeks' notice to the Authority, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the testing agency nominated by the Authority shall have the right to witness the tests. It is clarified that all costs incurred on account of the visit of testing agency to the manufacturer's plant shall be borne by the Operator.

13.5.3 The testing agency shall prepare and submit a report forthwith on the tests witnessed by it highlighting therein, amongst other aspects, any specific

non-compliances with the requirements of this Agreement. The testing agency shall submit a copy of this report to the Operator and the Authority for review. The Operator shall, prior to dispatch of the Prototype for delivery to the Authority, procure that defects and deficiencies, if any, are rectified and the Prototype conforms with the Specifications and Standards. It is agreed that any failure or omission of the testing agency appointed by Authority, to witness and/or comment on any tests conducted or to highlight any deficiency therein shall not be construed or deemed as acceptance of such tests by the Authority and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the tests carried out on the Prototype are fully in compliance with the requirements of this Agreement.

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

13.6 Supply of Prototype

13.6.1 The Operator shall, no later than 30 (thirty) days from the approval of Designs and Drawings, submitted as per Clause 13.4.1, procure and deliver a Prototype (including FCS) and demonstrate to the testing agency nominated by the Authority, the tests and trials conducted in accordance with the provisions of Clause 13.5.

13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.

13.7 Acceptance of Prototypes

13.7.1 Upon procurement of the Prototype by the Operator, the Authority (or its nominee) shall, for determining that the Prototype conforms to the requirements of this Agreement, including the Specifications and Standards, inspect the Prototype. Once the Operator has successfully demonstrated to the testing agency that the Prototype conforms to the requirements of this Agreement, including pursuant to any tests required to be undertaken based on instructions from the Authority, the Authority shall, no later than 7 (seven) days from such date, issue a notice to the Operator, certifying that the Prototype is in compliance with the requirements of this Agreement, including the Specifications and Standards. The preparation and modifications of the prototype should be examined by experts pertaining to accessibility and safety to ensure that universal design principles are

integrated into the design of the buses.

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

13.8 Procurement of Buses

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

13.9 Delay in Procurement

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

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

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

13.10 Readiness for Commencement of Service

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

(a) joint inspection with the Authority of the Buses proposed to be introduced into service;
(b) obtaining the certificate of registration for each Bus proposed to be introduced into service;
(c) obtaining the certificate of fitness for each Bus proposed to be introduced into service;

(d) payment of all applicable Taxes;
(e) obtaining insurance for each Bus proposed to be introduced into service in accordance with Article 25; and
(f) any other readiness related activity to ensure roadworthiness of the Buses proposed to be introduced into service.

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

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

Article 14 ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection by the Authority

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

14.1.2 The Operator shall notify the Authority, no later than 45 (forty-five) days prior to the date of procurement of the Buses, the date and time on which each Lot of Buses is to be procured and available for inspection. The Authority may, in its discretion, nominate its representative to carry out an inspection of such Buses at a scheduled date and time. The operator will include two signages inside the bus that clearly states the helpline numbers for women. The placements of the panic button are to be highlighted. The operator to include signage appropriate for persons with disability

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

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

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

discretion, inspect the Bus within 7 (seven) days thereof. and in the event that any Punch List items remain un-rectified, the Operator shall pay to the Authority as Damages, an amount of 1% (one per cent) of the Performance Security for each day of delay until all items of the Punch List for the particular bus are rectified.

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

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

(a) ensure activities related to readiness for Commencement of Services are completed;
(b) appoint duly experienced and trained drivers holding valid driving licenses in accordance with Applicable Law;
(c) deposit copy of the driving licenses of the appointed drivers with the Authority; and
(d) ensure that the Maintenance Depot Completion Certificate has been issued in accordance with Clause 12.5.4 for each Maintenance Depot;
(e) ensure that the Charging Infrastructure required for the charging of such Lot of Buses has been installed and is commissioned and ready to operate in accordance with the requirements of this Agreement; and
(f) procure and install the necessary movable assets such as plant and equipment, materials, consumables, etc. at the Maintenance Depot as required for the Operation and Maintenance of the Buses, the Maintenance Depots and the Charging Infrastructure.
(g) Ensure that all accessibility norms are met prior to issuance of completion certificate in accordance with Section 44(2) of the PwD Act
(h) Ensure that the operator undertakes a police verification of all drivers

14.2.2 Upon completing the activities enumerated in Clause 14.2.1 above for the each Lot of Buses, the Operator shall intimate in writing to the Authority of its readiness to achieve COD for such Lot of Buses, along with detailed proof of completing each such activity. The Authority shall, within 2 (two) days of receiving such written intimation, inspect the relevant documents and the Maintenance Depot, including the Charging Infrastructure, to determine compliance by the Operator with its obligations in Clause 14.2.1 above. Upon being satisfied that the Operator has duly complied with all the requirements set forth in Clause
14.2.1 above for achieving COD for such Lot of Buses, the Authority shall within a period no longer than 5 (five) days from such inspection, issue to the Operator a Completion Certificate (the "**Completion Certificate**") for such Lot of Buses. In the event, any deficiencies or shortcomings are observed by the Authority in relation to the fulfilment by the Operator of its obligations under Clause 14.2.1 for any particular Buses, the Authority shall exclude such Buses from the relevant Lot and shall issue a Completion Certificate with respect to the remaining Buses in the Lot. For the Buses that have been excluded from a particular Lot, the Authority shall issue a notice to the Operator within 2 (two) days of such inspection highlighting the deficiencies or shortcomings. The Operator shall rectify/remove the deficiencies within such period as specified by the Authority and the Authority shall, upon being satisfied that the deficiencies identified by it have been rectified, forthwith issue the Completion Certificate for such Buses. Provided however, that if the deficiencies or

shortcomings observed by the Authority are minor in nature and can be rectified in the usual course of performing Operations and Maintenance of the Buses, the Authority shall not withhold the Completion Certificate for such Lot of Buses. Provided further that the issuance of the Completion Certificate in such cases does not, in any manner, affect the Operator's obligation to rectifying any deficiencies or shortcomings identified by the Authority.

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

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

14.3 Damages for delay

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

14.4 Damage due to accident

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

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

14.4.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within 1 (one) hour of its occurrence followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same) and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 5 (five) minutes of the occurrence of such accident, followed by a written notice (setting out in reasonable detail the cause of the accident and the steps taken or proposed to be taken by the Operator in connection with the same). Where any persons involved in the accident have suffered physical injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help, treatment and compensation in accordance with the Employees Compensation Act, 1923 and any other applicable laws. The Authority shall provide reasonable assistance and support to the Operator in such situation.

14.4.4 In the event of an accident of a Bus leading to its complete destruction, such that the Bus cannot be repaired and operated in normal circumstances, and is rendered inoperable, the Operator shall replace such damaged Bus with a new Bus of such make and model which meets the Specifications and Standards and as acceptable to the Authority. The Operator agrees that any Bus brought as a replacement to a damaged Bus in accordance with this Clause 14.4.4 shall be used in the Bus Service for the remaining Concession Period.

Article 15 CHANGE OF SCOPE

15.1 Change of Scope

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

15.1.2 If the Operator determines at any time that a Change of Scope is necessary for providing safer and improved services, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 30 (thirty) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope, as the case may be.

15.2 Procedure for Change of Scope

15.2.1 In the event that the Authority determines that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").

15.2.2 Upon receipt of a Change of Scope Notice, the Operator shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the time required for completing the Fit Out Works and the Delivery Schedule, if the Change of Scope is required to be carried prior to COD; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with Good Industry Practice.

15.2.3 Upon receipt of information set forth in Clause 15.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Operator to proceed with the

performance thereof pending resolution of the Dispute in accordance with the Dispute Resolution Procedure.

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

15.3 Payment for Change of Scope

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

15.3.2 The Operator shall, after commencement of work under this Clause, present to the Authority bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator such amounts and after making a proportionate deduction for the advance payment made hereunder. In the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

15.3.3 Notwithstanding anything to the contrary contained in Clause 15.3.1 and 15.3.2, all costs arising out of any Change of Scope Order, other than those agreed as a part of the Change of Scope Order, shall be borne by the Operator.

15.4 Restrictions on certain works

15.4.1 Notwithstanding anything to the contrary contained in this Article 15, the Authority shall not require the Operator to undertake any works or services if such works or services are likely to delay the procurement and deployment of the Buses in accordance with the requirements of this Agreement; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be taken into account for purposes of determining completion of the Maintenance Depot.

15.4.2 Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all Change of Scope Orders for provision of

works and services shall not exceed 5% (five percent) of the Total Project Cost during the Concession Period.

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

Article 16 OPERATION OF BUSES

16.1 Operations of Buses

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

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

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

16.2 Maintenance Depots

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

16.2.2 The Operator shall ensure that the Ensure that maintenance depots are adequately staffed with skilled personnel - including representation of women personnel, equipped with requisite equipment, plant and machinery and stocked with Consumables, so as to ensure compliance with the Operations and Maintenance standards provided in this Agreement.

16.3 Operation Manual

16.3.1 The Operator shall prepare an operation manual (the "Operation Manual") for the operation of Buses in conformity with Good Industry Practice and the provisions of this Article 16. The Operator shall provide 10 (ten) copies of a provisional operation manual (the "Provisional Operation Manual") to the Authority no later than the date on which the Prototype is delivered pursuant to Clause 13.6. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall thereafter revise the Provisional Operation Manual, as may be necessary, and provide 10 (ten) copies of the Operation Manual, accompanied by an electronic copy thereof, no later than the 15 (fifteen) days from the date on which it receives any

comments from the Authority. The Operation Manual shall be revised and updated once every year and the provisions of this Clause 16.3 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Authority and the Operator expressly agree that until the Operation Manual is provided hereunder, the Provisional Operation Manual shall apply.

16.3.2 The Operation Manual shall interalia include the following:

(a) instructions to operating staff for operation of the Bus including FCS;
(b) instructions for troubleshooting the Buses (including FCS), including any software incorporated in the Buses;
(c) dos and don'ts for operating staff;
(d) safety precautions to be taken by the operating staff;
(e) rating and layout of equipment;
(f) operating limits of installed systems; and
(g) control and safety features of the Buses.
(h) Instructions for operating staff on response and referral of public grievances/complaints to concerned authorities
(i) Protocols for operating staff to manage emergency situation (emergency preparedness- first aid, emergency evacuation, etc.)
(j) operating procedures for driver operated on-board fare collection system, and reconciliation & remittance of fare collection, if applicable, to the authority as per the terms specified in clause 16.8.

16.4 Routes and Schedules

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

16.4.2 The Authority shall be required to consult with the Operator in case it carries out a change to any Operational Route, provided the Authority shall have no obligation to accept or be bound by any suggestions made by the Operator as part of such consultation. Notwithstanding anything to the contrary, the Authority agrees that any revised Operational Route shall only have an origin, final destination and opportunity charging location at one of the Maintenance Depots or an Opportunity Charging Station allocated to the Operator as per Schedule-A. The Operator shall only ply Buses on the Operational Routes, unless directed otherwise by the Authority. For the

avoidance of doubt, it is clarified that the Authority may amend the Operational Routes by providing at least 5 (five) days prior notice to the Operator under and in accordance with the provisions of this Agreement. Provided further that if the Authority changes any Operational Routes pursuant to this Clause 16.4.2, there shall be no reduction in the Monthly Assured Bus Kilometers.

16.4.3 Subject to the requirements set out in Clause 16.4.2 and this Clause 16.4.3, the Authority may change an Operational Route any number of times.

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

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

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

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

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

(a) Sufficient vacant land/space under the ownership of the Authority and with obstacle free right of way to such location on which the Operator will be required to install the charging infrastructure;

(b) an electricity connection to such location (at the available HT metering level, which for the avoidance of doubt may be a 11/22/33/66 kV

connection) and sub-station (if required) up to 415 V ; and

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

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

16.5 Deployment Plan

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

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

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

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

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

16.5.5 Subject to Clause 16.48, the Authority reserves the right to make changes to the Deployment Plan from time to time with prior notification, of at least 5 (five) days, of such change to the Operator. The Parties agree that changes to the Deployment Plan by the Authority shall not have an effect of exceeding 20% (twenty percent) of the Total Scheduled Bus Kilometers as mentioned in the Deployment Plan.

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

16.5.7 If, based on the operations of the Buses and the data collected from the ITS, there are delays in completing Bus trips for a continuous period of 1 (one) month, and such delays are not a result of a breach by the Operator of its obligations under this Agreement, the Authority may, in its sole discretion, review and revise the Deployment Plan with a view making such changes as may be required in order to eliminate such delays.

16.5.8 Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the Deployment Plan shall not reduce the Monthly Assured Bus Kilometers and the Operator shall continue to be paid the Fee calculated in accordance with Article 22.

16.6 Incidents En-Route

16.6.1 In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.

16.6.2 The Operator shall ensure regular communication with Buses throughout the Operation Period by making use of relevant technology as specified in this Agreement, more specifically provided in Clause 19.7.

16.6.3 In an unforeseen event involving unruly behaviour by passengers or sexual harassment or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. In the event of a complaint of a woman, the bus driver must immediately drive the vehicle to the nearest police station. If the Bus in

question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident. The Operator shall, provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.

16.6.4 The Operator shall make provisions for the adequate availability of first aid kits on the Buses or at the Maintenance Depots for assisting any persons or Users in need of first aid on-site and shall also co-ordinate with the relevant Government Instrumentalities including but not limited to the police to ensure timely medical help to any injured Users. The operator shall maintain in each bus a list of emergency nos. and details of nearest hospitals, fire brigade, police stations and one-stop-crisis centres (if available) for immediate referrals.

16.6.5 The Operator shall extend all cooperation requested by the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation to any incidents on the Buses.

16.7 Advertising on Buses and Maintenance Depots

16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.

16.7.2 The Authority shall ensure that the display of any advertisements on the Buses and Maintenance Depot does not interfere in any way with the performance by the Operator of its obligations under this Agreement.

16.7.3 The Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part of the Maintenance Depots are damaged due to the placement of any advertisements or any other form of display material. The Authority shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses. If any damage is caused to the Buses or the Maintenance Depots directly as a result of the placement of any advertisements by the Authority, the Authority shall be liable to reimburse the Operator all costs incurred by the Operator in rectifying such damage.

16.7.4 Placement of Advertisement

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

b. The Authority may place the advertisement on the boundary wall of the Maintenance Depots or any other slot identified by the Authority.

16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.

16.8 User Fare and Fare Collection System (FCS)

16.8.1 On and from the Lot COD of the first Lot of Buses till the Transfer Date, the Authority or a third party nominated by the Authority ("Authority Nominated Personnel") shall have the right to demand, collect and appropriate User Fare from the Users in accordance with this Agreement.(As this is a First & Last Mile Connectivity (FLMC) service for metro service, the Authority shall follow the User Fare as determined by CMRL.)

16.8.2 Deleted

16.8.3 The Operator acknowledges and agrees that upon payment of User Fare to the Authority or the Authority Nominated Personnel/Operator, any User shall be entitled to use the Buses and the Operator shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permits or the provisions of this Agreement. It is clarified that the Authority or Authority Nominated Personnel/Operator shall collect User Fare from passengers prior to boarding the Bus and the Authority/Operator shall have the right to refuse entry to passengers refusing payment of the User Fare.

16.8.4 The Operator and its employees shall always extend courtesy while interacting with public.

16.8.5 **Fare Collection System**

A. The fare collection system shall be based on the fare model determined by the Authority (as determined by CMRL). The entire Fare Collection System (FCS), including supply, installation, operation, and maintenance of driver-operated on-board FCS devices shall be the obligation of the Operator, and shall comply with the following:

I. Fare collection shall be carried out through a driver-operated Android-based FCS device installed close to the entry door and near the driver's cabin for easy access by both the driver and commuters..

II. Only digital transactions (Cashless & paperless transactions) with digital tickets/e-tickets shall be permitted by the Fare Collection System

III. FCS devices shall support multiple digital payment modes including NFC card, NCMC, QR code, UPI, App-based and Card-based (Credit /Debit).

IV. The device shall also have provision for cash-based transactions and shall be integrated with ticket printer, to be used as a backup option.

V. The fare collection in FLMC will be predominantly through NFC (Near Field Communication) device with NCMC i.e., tap-in/ tap-out mechanism. The commuters are expected to tap-in at the NFC enabled device provided near the entrance door/ close to driver while boarding the bus and tap-out while alighting the bus. The validation of tap-in and tap-out process shall be through green and yellow light display/ indicator with beep sound in the device. Non-validation of card/ insufficient balance will be indicated by display of red light.

VI. Driver shall ensure all commuters boarding the bus pay appropriate user fare through various modes in the fare collection devices. This shall include driver monitoring all inward tap-ins are carried out by the commuters.

VII. In case of non-payment of user fare/ non-validation/ red light display, the driver shall ensure that the commuter is not permitted to board the bus.

VIII. The Operator shall ensure seamless integration of the FCS devices with Authority's (CMRL's) fare collection system.

IX. To provide appropriate charging facilities for the Fare Collection System (FCS)/ devices.

X. The Passenger count and the actual ticket sales shall be verified through Automatic Passenger Count (APC) Cameras & CCTV cameras and ticket inspectors of the Authority.

XI. The Operator shall be solely responsible for ensuring full functionality, and compliance of on-board Fare Collection System – FCS (hardware) and ITS devices (APC & CCTV cameras) throughout the contract period with appropriate warranty/ guarantee.

XII. The functionality of these devices shall be ensured at the start of every shift in all the buses by the driver/ operator.

XIII. The operator shall maintain appropriate quantity of spares for FCS devices to ensure uninterrupted operations.

XIV. Fare Collection devices shall be replaced/ upgraded periodically, at least once in 3 years or as per the Authority's directives.

B. Without prejudice to the foregoing, the Operator shall:

I. ensure proper operation, handling and functioning of the FCS devices at all times;

II. monitoring the fare collection and bear all risks relating to fare leakage, misuse of FCS device or fraud;

III. comply with all audit, inspection and monitoring requirements of the Authority relating to fare collection and FCS device data; and

IV. acknowledge that repeated failure or deviation in ticketing practices shall constitute a breach of the Agreement, without prejudice to the rights and remedies available to the Authority.

~~The Authority shall automate the process of raising penalties payable by the Operator, and the Operator shall not contest these penalties under any circumstances.~~

16.8.6 **Remittance of Fare Collection**

I. The Operator shall ensure that the entire fare amount collected, if any, during each duty/shift is remitted in full to the Authority at the end of the duty, through its own drivers, in the manner, mode and within the timelines prescribed by the Authority from time to time.

II. Any delay or failure of such remittance of fare collection shall be treated as a material breach of the Agreement and shall attract penalties, recoveries or other remedies as specified in Category-H of Schedule-S of this agreement.

16.8.7 **Failure of Fare Collection System** (**FCS**)

I. The Operator/Driver shall ensure that the fare collection devices are functioning properly prior to start of every trip.

II. In case FCS failure is observed prior to start of the trip, then the Operator should ensure the replacement of the FCS devices or the entire bus with functional FCS devices.

III. The Operator shall ensure availability of sufficient number of spares for the FCS devices.

IV. In case the driver not ensuring commuters making appropriate user fare payments at the FCS devices while boarding the bus, then it shall be treated as a failure.

V. In the event of any discrepancies in fare collection including driver permitting ticketless travel, not ensuring validation, permitting passenger even after failure of validation at FCS devices etc., then the Operator shall pay the applicable fare collection charges to the Authority in addition to the penalty as defined in Category-H of Schedule-s.

VI. In case of failure of all the above, the pre-printed tickets which is issued by the Authority and made available in all the buses, shall be issued to the Commuters as an alternative to FCS based tickets against tendering appropriate cash.

16.8.8 Penalties/ Incentives related to FCS

Please refer the Article 20 (Clause 20.13) for incentives related to FCS and Category H in Schedule S for penalties related to FCS.

Article 17 MAINTENANCE OF BUSES

17.1 Maintenance Obligations

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

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

17.2 Maintenance Manual

17.2.1 The Operator shall prepare a repair and maintenance manual (the "Maintenance Manual") for the maintenance of Buses in conformity with Good Industry Practice and the provisions of this Article 17. The Operator shall provide 10 (ten) copies of a provisional maintenance manual (the "Provisional Maintenance Manual") to the Authority no later than 90 (ninety) days from the Appointed Date. The Authority may review the Provisional Maintenance Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 50 (fifty) copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days from the date on which it receives comments from the Authority. The Maintenance Manual shall be revised and updated once every year and the provisions of this Clause 17.2 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.

17.2.2 The Maintenance Manual shall include details of the periodic intervals at which the Operator will perform its Maintenance Obligations on each Bus ("**Scheduled Maintenance**"). The Operator shall ordinarily undertake Scheduled Maintenance at the Maintenance Depots and shall ensure that the Maintenance Depots are fully equipped with all equipment, tools, tackles, Consumables and Spares required to undertake the Scheduled Maintenance of the Buses.

17.2.3 The Operator shall, at least 15 (fifteen) days prior to the date of any Scheduled Maintenance issue a notice to the Authority identifying the Buses that will undergo such Scheduled Maintenance. Such notice shall also

specify the estimated time required for such Scheduled Maintenance and the estimated date on which such Buses will be made available for operations.

17.2.4 Any maintenance or repair of a Bus, not being Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Operator as unscheduled maintenance (the "**Unscheduled Maintenance**"). The Parties expressly agree that any and all Unscheduled Maintenance shall be undertaken promptly to procure efficient, safe and reliable operation of the relevant Bus. Any and all Unscheduled Maintenance shall form part of the Maintenance Obligations and shall be undertaken by the Operator at its own cost and expense. Nothing on account of Unscheduled Maintenance must affect the total number of buses in operation as per the terms of the Agreement.

17.2.5 The Operator shall, within 3 (three) days of the arrival of a Bus at a Maintenance Depot for Unscheduled Maintenance arising out of the reasons specified in Clause 17.2.4, furnish to the Authority in reasonable detail the particulars of defects, deficiencies or damages.

17.3 Spares and Consumables

17.3.1 During the Concession Period, the Operator shall, at its own cost and expense, replace and install materials which get consumed or wear out beyond serviceable limits in the normal course of operation of a Bus, including tyres, tubes, oils, lubricants, brake blocks and pads, rubber parts and hoses, fuses, light fittings, bulbs, seats, curtains, filters, look out glass, bearings and insulators (the "Consumables"). Save and except as provided in this Agreement, the Consumables shall be replaced or installed, as the case may be, by the Operator when a Bus is brought to a Maintenance Depot in accordance with the provisions of this Agreement.

17.3.2 During the Maintenance Period, the Operator shall, at its own cost and expense, replace any part or equipment of a Bus which may be defective, damaged or worn out, by a substitute thereof (the "**Spares**") for the efficient Operation and Maintenance of a Bus.

17.3.3 The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, axle-boxes, brake components, wind shield, and under-transmission piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of negligence of Authority staff, accidents, vandalism, arson, riots or natural calamities, the Authority shall be liable for the costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.

17.3.4 The Operator shall, at its cost, maintain a sufficient inventory of

Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations.

17.4 Maintenance Requirements

The Operator shall procure that at all times during the Concession Period, each and every Bus conforms to the maintenance requirements set forth in Schedule-I (the "**Operation and Maintenance Requirements**").

17.5 Damages for breach of Maintenance Obligations

17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

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

17.6 Demobilisation due to Emergency

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

17.6.2 The Operator shall re-mobilise the Bus as quickly as practicable after the circumstances leading to its demobilisation have ceased to exist or have so abated as to enable the Operator to re- mobilise the Bus and shall notify the Authority of the same without any delay. For the avoidance of doubt, the demobilisation of any Bus pursuant to this Clause
17.6 shall not affect the Monthly Assured Bus Kilometers and the Authority shall continue to pay the Fee to the Operator in accordance with Article 22.

17.7 Authority's right to take remedial measures

In the event the Operator does not maintain and/or repair the Bus in

conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.

17.8 Overriding powers of the Authority

17.8.1 If in the reasonable opinion of the Authority, the Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Users or render the use of a Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement, by notice, require the Operator to take reasonable measures immediately for rectifying or removing such hardship or unsafe condition, as the case may be.

17.8.2 In the event that the Operator, upon notice under the provisions of this Clause 17.8, fails to rectify or remove any hardship or unsafe condition affecting the operation of any Bus, within 15 (fifteen) days from the date of the notice, the Authority may exercise overriding powers under this Clause 17.8 and take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for rectifying or removing such hardship or unsafe situation; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that for any costs and expenses incurred by the Authority in discharge of such obligations, the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Clause 17.7 along with the Damages specified therein.

17.8.3 In the event of a national emergency, adverse weather conditions, civil commotion or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over the Buses and Maintenance Depots or give such directions to the Operator as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is agreed that the Operator shall comply with such instructions as the Authority may issue in pursuance of the

provisions of this Clause 17.8, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.8.4 The Parties agree that if the Authority takes over the performance of any or all the rights or obligations of the Operator pursuant to Clauses 17.8.1, 17.8.2 or 17.8.3, then:

(a) the period during which the Authority has taken over the operation of the Buses shall be excluded for determining compliance with the Key Performance Indicators in accordance with Article 20;
(b) the Authority shall continue to pay the Operator for the Monthly Assured Bus Kilometres in accordance with Clause 22.4 for the period during which the Authority has taken over the operation of the Buses; and
(c) the Authority shall be liable for any damage caused to the Buses during the period in which it has taken over the operations of the Buses.

17.9 Restoration of loss or damage to the Buses

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

17.10 Modifications to the Buses

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

17.11 Operation Assistance

17.11.1 The Operator shall operate the Buses in accordance with the Operation Manual, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11.2 The Operator shall ensure that its staff are familiar and well versed with the Operation Manual.

17.11.3 The Operator shall bear the cost of electricity, including over and above the

Allowed Energy Consumption, in accordance with Schedule-S.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe operation of Buses, except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or

(c) a breach by the Authority of its obligations under this Agreement and which directly affects the Operator's ability to comply with any of its obligations;

(d) delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;

(e) any road accidents which prevent the Operator from complying with the requirements of this Agreement, including the Key Performance Indicators, provided that the Operator has complied with the notice requirements set out in Clause 13.11.4 and that such accidents were not caused due to reasons attributable to the Operator;

(f) grid failures, power outages or inadequate power supply to the extent it affects the Operator's ability to adequately charge the Buses in accordance with the requirements prescribed in the Operations Manual;

(g) blockade on any Operational Route caused by any Government Instrumentality or other reasons not attributable to the Operator;

(h) compliance with a request from the Authority or the directions of any Government Instrumentality.

Provided that, any such inability to comply with its obligations shall be notified by the Operator to the Authority without any delay. Notwithstanding the foregoing, the Operator shall keep every unaffected Bus available for operations. Further, the Operator shall, in the event that it is prevented from performing any time-bound obligation in connection with the Operations and Maintenance of the Buses and Maintenance Depots on account of any of the events set out in this Clause 17.12, receive an extension of time for the performance of such obligation with the period of such extension being equal to the period during which any of the events set out in this Clause 17.12 subsist.

17.13 Warranties for defects and deficiencies

17.13.1 The Operator warrants that:

(a) all equipment, supplies, plant and machinery at the Maintenance Depots as well as components, parts and systems forming part of a complete Bus including the Spares and Consumables shall be new and of utility-grade quality and in full conformity with the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the other requirements of the Agreement, of suitable quality and fit for the purpose for which they are intended and be free from defects, deficiencies and defective workmanship;

(b) all Buses shall be free from defects, shall comply with all Applicable Laws and Good Industry Practice and will be capable of operating in the manner intended and contemplated in the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the Agreement;

(c) the manufacturing, assembly and supply of the Buses shall be performed in accordance with the standards of professional care, skill, diligence and competence generally accepted in the international independent manufacturing industry applicable to engineering and manufacturing and project management practices for manufacturing projects of similar size and type as the Project, when operated in accordance with Good Industry Practice; and

(d) the Buses shall be capable of performing and would continue to perform as per this Agreement.

17.14 Maintenance Depots

17.14.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall also operate and maintain the Maintenance Depots in accordance with the Specifications and Standards, Good Industry Practices and the provisions of this Agreement.

17.14.2 Subject to adequate space being made available at the Maintenance Depots by the Authority, the Maintenance Depots shall have adequate repair and maintenance facilities for the entire fleet of Buses as well as parking facility for the entire fleet of Buses deployed at such depot.

Article 18 SAFETY REQUIREMENTS

18.1 Safety Requirements

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

18.2 Guiding principles

18.2.1 Safety Requirements aim at minimising threat of injuries, loss of human life and damage to property resulting from accidents on account of the Buses or in the Maintenance Depots, irrespective of the person(s) at fault. The operators will adopt ensuring women's safety - including women staff and commuters - as a key guiding principle

18.2.2 Safety Requirements shall apply to all phases of construction, operation and maintenance of the Project with emphasis on identification of factors associated with accidents, consideration of the same and implementation of appropriate remedial measures.

18.3 Obligations of the Operator

18.3.1 The Operator shall abide by the following to ensure safety of the Buses and Maintenance Depots, human life and property:

(a) instructions issued by the Authority;
(b) Applicable Laws and Applicable Permits;
(c) provisions of this Agreement;
(d) relevant standards/guidelines contained in internationally accepted codes; and
(e) Good Industry Practice.
(f) Develop a Standard Operating Procedure (including for events involving thermal incidents) and train the relevant staff on the Standard Operating Procedure
(g) Conducting annual safety audit and submission of the report to the Authority
(h) Consultation with relevant stakeholders during the design stage
(i) Conduct the capacity building training of the relevant staff
(j) Conduct the periodical accessibility audit of the buses

18.3.2 The Operator shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, Contractors and agents.

18.3.3 The Operator shall be responsible for undertaking all the measures under its control to ensure safe operation of Buses and the safety and security of the Maintenance Depots.

18.3.4 The Operator agrees that the Authority shall be entitled to inspect any Bus or

Maintenance Depot to verify adherence to Safety Requirements and the Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

18.3.5 The Operator shall undertake annual women safety audit based on a standardized and quantified methodology to evaluate women safety and security concerns in bus routes,buses and Maintenance Depots, and provide recommendation to reduce the risk of violence against women and girls.

18.4 Safety measures during Fit Out Works

The Operator shall, while undertaking the Fit Out Works at the Maintenance Depots, provide an environment for procuring the safety of human life and property in accordance with Applicable Laws and Good Industry Practice

18.5 Annual Safety Report

18.5.1 The Operator shall submit to the Authority before the 31st (thirty first) May of each Accounting Year, an annual report in 10 (ten) copies containing, without limitation, a detailed listing and analysis of all accidents occurring on account of the operation of the Buses or in the Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in the future ("Annual Safety Report").

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

Article 19 MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly Status Reports

19.1.1 During the Concession Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. The Operator shall promptly give such other relevant information as may be required by the Authority.

19.1.2 The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator's operational performance.

19.1.3 The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Concession Period in the maintenance history register which shall be accessible to the Authority as and when required.

19.2 Accident Reporting

The Operator shall, prior to the close of each day, send to the Authority, by facsimile or email, a report containing details of any failures, accidents and other unusual occurrences relating to the Buses. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.2, unusual occurrences on a Bus shall include any other troubles or events involving a Bus during operations. Further, the report shall include indicators on women safety interalia, number of incidents of sexual harassment or abuse reported or referred through relevant helpline or complaint register maintained in buses, percentage of women users perceive bus services to be safe (source-women safety audit).

19.3 Inspection

The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "Maintenance Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall

notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5. Authority shall through an Accessibility Auditor undertake an accessibility audit and prepare an accessibility audit report specifying deficiencies and modifications to be adopted by the operator to ensure compliance with requisite standards. The inspection shall interalia include compliance with Environment Social Health and Safety requirements provided under Schedule AB.

19.4 Tests

For determining that the Buses are being maintained in conformity with the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of tests which have failed. Provided that, the date and time of such tests shall be mutually discussed and agreed by the Parties keeping in mind the operation hours of any such Bus as per the Deployment Plan.

19.5 Remedial measures

19.5.1 The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the maintenance inspection report, accessibility audit report, or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Authority within 7 (Seven) days of receiving the Maintenance Inspection Report or the test results, as the case may be.

19.5.2 The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 (Rupees Twenty Five Hundred) per bus times the number of buses allocated to the specific depot.

19.6 Responsibility of the Operator

19.6.1 It is expressly agreed between the Authority and the Operator that any inspection carried out by the Authority or the submission of any Maintenance Inspection Report by the Authority as per the provisions of this Article 19 shall not relieve or absolve the Operator of its obligations and liabilities

hereunder in any manner whatsoever.

19.6.2 It is further agreed that the Operator shall be solely responsible for adherence to the Key Performance Indicators specified in Article 20.

19.7 Real Time Data Access

The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("Intelligent Transit System", "ITS") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.

Article 20 KEY PERFORMANCE INDICATORS

20.1 Key Performance Indicators

20.1.1 Without prejudice to the obligations specified in this Agreement, the Operator shall operate and maintain every Bus such that it achieves the performance indicators comprising Reliability, Operational Availability, Start Punctuality, Arrival Punctuality, Trip Speed, Frequency, Safety, Accessibility, and Infractions as specified in this Article 20, (the "**Key Performance Indicators**").

20.2 Reliability

20.2.1 The Parties agree that the average reliability of all Buses in the fleet shall be measured on a monthly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "Breakdown Factor")

20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month.

$$\text{Breakdown Factor (BF)} = \frac{\text{(total no. of Breakdowns of all buses in a month)}}{\text{Total bus kms operated in a month}} \times 10{,}000$$

20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.

20.2.4 The Authority agrees that if the Breakdown Factor is less than 0.5 (zero decimal five), then for every 0.1 (zero decimal one) decrease in the Breakdown Factor below a factor of 0.5, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.3 Operational Availability

20.3.1 After Lot COD of each Lot as per the Delivery Schedule, a Bus shall be deemed to be available for operation at all times, save and except for the instances set out in Clause 20.3.2 below.

20.3.2 The Parties agree that the period for which a Bus is deemed to be not available for operation shall be as follows:

a) Bus is not available at the scheduled start of shift(s) turnout time as per the Deployment plan.
b) Bus held up at Maintenance Depot/ workshop for any reason during shift(s) schedule turn out time unless such non availability is on

account of reason not directly attributable to Operator such as Bus damaged due to riots, natural calamities, vandalism, traffic jams.

20.3.3 The availability of the Buses shall be calculated on a shift(s) basis by dividing the number of Buses available for operations in the start of shift(s) as per the scheduled turn out time (as per Clause 20.3.1 and 20.3.2 above) by the total number of Buses contracted by the Authority under this Agreement multiplied by 100 (one hundred" ("**Availability**").

$$\text{Availability} = \frac{\text{Total no. of buses available for operations in the start of shift(s)}}{\text{Total number of buses as per plan}} \times 100$$

20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Concession Period is equal to 100" ("**Guaranteed Availability**"). To ensure this availability:

a. operator should maintain minimum 5% spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule.
b. Authority should provide additional space for these Additional Buses

20.3.5 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the events mentioned in Clause 17.12, the Buses affected by such events will be deemed to be Available for the duration of the event.

20.3.6 The Operator agrees that for any reduction in the Availability as compared to the Guaranteed Availability, it shall pay Damages to the Authority as per the table below: The Damages payable by the Operator for a failure to meet the Guaranteed Availability shall be payable monthly.

Damages in case of reduction in Guaranteed Availability			
Availability	Less than 100% and up to 95%	less than 95% and up to 90%	Less than 90%
Damages payable per non available Bus	50 bus kms / shift/ non available Bus	60 bus kms/ shift/ non available Bus	70 bus kms/ shift/ non available Bus

20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.

20.3.8 Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within

window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed. The technical team will inspect the buses before they are put in services after refurbishment of the Bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

20.4 Punctuality

20.4.1 The starting time punctuality of the Buses shall be measured on a monthly basis in terms of the percentage of on-time start of trips (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in the relevant month ("Start Punctuality"). The total number of trips where a Bus started late (or did not start) during the month compared to the start time as set out in the Deployment Plan will be recorded and subtracted from the total number of trips operated in such month to arrive at the number of trips operated that started on-time as per the Deployment Plan.

20.4.2 The Operator agrees that the arrival punctuality of the Buses at the end destination of the relevant Operational Route shall be measured on a monthly basis in terms of the percentage of trips with on-time arrival at the final destination (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in such month ("Arrival Punctuality"). The total number of trips where a Bus arrives late at the final destination during the month will be recorded and subtracted from the number of trips operated in such month to arrive at the on- time arrival trips.

20.4.3 With respect to the Start Punctuality, the Parties agree that the Operator may exercise a relaxation up to 5 (five) minutes for the start time of the Bus schedule as set out in the Deployment Plan. With respect to the Arrival Punctuality, the Parties agree that the Operator may exercise a relaxation up to 10% (ten percent) of the total scheduled trip time as set out in the Deployment Plan (subject to a maximum of 15 (fifteen) minutes).

20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or more than 90% (ninety percent) in any month ("**Guaranteed Start Punctuality**") and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) in any month ("**Guaranteed Arrival Punctuality**") respectively.

20.4.5 The Operator agrees that for every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Start Punctuality or the Guaranteed Arrival

Punctuality shall be calculated at the end of each month. Provided however, if, based on a verification of the Start Punctuality or the Arrival Punctuality in any month, the Authority determines that the Operator has failed to achieve the Guaranteed Arrival Punctuality directly as a result of a failure to achieve the Guaranteed Start Punctuality, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators.

20.4.6 The Authority agrees that if, in any month, the Start Punctuality or the Arrival Punctuality is more than the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality for that month respectively, then for every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees. The incentive (if any) payable by the Authority to the Operator in accordance with this Clause 20.4.6 shall be calculated at the end of each month.

20.5 Frequency/ Efficiecy

20.5.1 The frequency of operation of all available Buses (as determined in accordance with Clause 20.3 above) shall be measured on a monthly basis in terms of:

(a) a percentage of the cumulative completed trips travelled by all Buses to the aggregate number of scheduled trips for the same time period ("**Trip Frequency**"); and
(b) a percentage of the cumulative Bus Kilometres travelled by all Buses to the aggregate scheduled Bus Kilometres for the same time period ("**Bus Kms Frequency**").

20.5.2 The Operator agrees that the guaranteed Trip Frequency ("Guaranteed Trip Frequency") and the guaranteed Bus Kms Frequency ("Guaranteed Bus Kms Frequency"), as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than 94% (ninety four percent).

20.5.3 Unless otherwise set out in the Deployment Plan, the Authority shall provide minimum of 5 hours for every bus, at depot during each night, for charging, maintenance and any other activities.

20.5.4 Subject to the other terms of the Agreement as may be applicable, the Buses in each direction shall be operated by the Operator in line with the Deployment plan provided by the Authority.

20.5.5 The Operator agrees that for every 1% reduction in the Trip Frequency or the Bus Kms Frequency, as the case may be, as compared to the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, it shall

pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency shall be calculated at the end of each month. Provided however, if, based on a verification of the Trip Frequency or Bus Kms Frequency, the Authority determines that the Operator has failed to achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or *vice-versa,* then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the case may be.

20.5.6 The Authority agrees that if, in any month, the Trip Frequency or the Bus Kms Frequency is more than the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, respectively, then for every 1% increase in the Trip Frequency or the Bus Kms Frequency over and above the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, as the case may be, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6 Safety of Operations

20.6.1 The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per 10,000 Kms (Ten thousand kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety"), respectively.

20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor.

$$\text{Minor Accident Factor} = \frac{\text{No of minor accidents in a month} \times 10{,}000}{\text{Total Bus kms in a month}}$$

The Severe safety shall be calculated in terms of number of Major Accidents.

20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).

20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.

20.6.5 The Authority agrees that if the General Safety is less than 0.005 (zero decimal zero zero five), then for every 0.001 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6.6 Event of serious incidents such as Bus catching fire for more than 4% (four Percent) of the lot within a period of 3 (three) months, in such situations Authority may direct Operator to take all Buses off road of that lot and ask the Operator to identify and rectify the cause. Operator may even be asked to check the complete fleet and subjected to thorough inspection by the Authority. No Monthly Assured Bus Kilometer payment will be applicable for non-operation of Buses during such period.

20.7 Operational Infractions

20.7.1 The Operator shall Operate and Maintain the Buses so as to minimize the occurrence of any of the Operational Infractions. An Operational Infraction may be identified by the Authority (or the Authority's Representative) either through inspections of the Buses and Maintenance Depots, User complaints or review of the data generated from the ITS.

20.7.2 The Operator agrees that upon the occurrence of any Operational Infraction, it shall pay to the Authority Damages of an amount corresponding to the breach of such Operational Infraction as set out in Schedule-S. In the event of any repeated Operational Infractions, the rate of Damages payable by the Operator shall increase in accordance with the provisions of Schedule- S.

20.8 Monthly Report

20.8.1 The Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a report (as per the format in schedule X) containing details of the compliance with the Key Performance Indicators of each Bus as measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority for the purposes of determining whether the Operator is achieving the Key Performance Indicators as set out in this Article 20.

20.8.2 The Operator shall keep backup for atleast 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.

20.9 Passenger Charter

The Operator shall implement a charter articulating the rights and expectations of Users (the "Passenger Charter") as provided by the Authority. The Operator shall at all times be accountable and liable to Users in accordance with the provisions of the Passenger Charter and Applicable Laws.

20.10 Cap on Damages for failure to achieve Key Performance Indicators

The Operator shall ensure and procure compliance of each of the Key

Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.6 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions in any month shall be additionally capped at 5% of the Monthly Fees for that month.

20.11 Cap on incentives for exceeding to achieve Key Performance Indicators

Any incentives payable by the Authority to the Operator for exceeding the prescribed Key Performance Indicators in accordance with this Article 20 and rates Specified in Schedule U in any month shall be capped at 5% of the aggregate Monthly Fees for the respective Month.

20.12 Initial Operating Period

During the first 30 (thirty) days of Operations after the first Lot COD as per the Delivery Schedule, the Authority shall provide allowance of up to 25% of the respective Key Performance Indicators to the Operator except safety of operations as per Clause 20.6.

20.13 Incentive related to Collections and Monitoring of Fare

The Authority agrees that if the Operator has not paid any penalties under Category-H of Operational Infractions specified in Schedule S for a period of 3 consecutive months, the Authority shall pay to the Operator an incentive equal to 0.05% of the aggregate Monthly Fees applicable for the qualified 3 consecutive months. If the Operator avails the incentive for a set of 3 months, those months will not qualify for calculation of incentives for next cycle (3 consecutive months).

Part IV Financial Covenants

Article 21 FINANCIAL CLOSE

21.1 Financial Close

21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure; and provided further that, if such delay in achieving Financial Close has occurred directly as a result of the Authority's delay in grant of vacant access and Right of Way to the Depot Sites and Maintenance Depots in accordance with Article 10, the Authority shall pay Damages to the Operator in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay. For the avoidance of doubt, the Damages payable hereunder by the Operator shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3 for a failure by the Operator in fulfilling any of its Conditions Precedent specified in Clause 4.1.3.

21.2 Termination due to failure to achieve Financial Close

21.2.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 21.1.1 or the extended period provided thereunder, the Authority shall have the right to terminate this Agreement.

21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash from the Performance Security, an amount equal to the Bid Security and appropriate the proceeds thereof as Damages. provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Performance Security forthwith along with the Damages due and payable under Clause 4.3.

Article 22 FEE and INVOICE

22.1 Fee

22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS in fulfilment of the Operators obligations under this Agreement (the "Fee"). It is agreed that non capture of the Kilometer in the ITS Platform for reasons attributable to the Authority or any other reason not in control of the Operator will not disentitle the Operator of its Fee provided that the Kilometers for the purpose of Fee is calculated on the odometer reading of the fleet for the performed trips which is invoiced in a particular month.

22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner:

Fee = 7m Bus Fee + 5m Bus Fee

A. 7m Bus Fee shall be calculated as follows:
   a) If the actual Bus Kilometers travelled by 7m Buses is equal to aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated by multiplying the PK $Fee_{7m\ Bus}$ (INR [●]) with such actual Bus Kilometers
   b) If the actual Bus Kilometers travelled by 7m Buses is less than the aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:

      7m Bus Fee = (PK $Fee_{7m\ Bus}$ * actual Bus Kilometers) + (PK $Fee_{7m\ Bus}$ * 75%* (Monthly Assured Kilometers — actual Bus Kilometers))
   c) If the actual Bus Kilometers travelled by 7m Buses is more than the aggregated Monthly Assured Kilometers, then 7m Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:

      7m Bus Fee = (PK $Fee_{7m\ Bus}$ * Monthly Assured Kilometers) + (PK $Fee_{7m\ Bus}$ * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))

B. 5m Bus Fee shall be calculated as follows:
   a) If the actual Bus Kilometers travelled by 5m Buses is equal to aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated by multiplying the PK $Fee_{5m\ Bus}$ (INR [●]) with such actual Bus Kilometers
   b) If the actual Bus Kilometers travelled by 5m Buses is less than

the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:

5m Bus Fee = (PK $Fee_{5m\ Bus}$ * actual Bus Kilometers) + (PK $Fee_{5m\ Bus}$ * 75%* (Monthly Assured Kilometers — actual Bus Kilometers))

c) If the actual Bus Kilometers travelled by 5m Buses is more than the aggregated Monthly Assured Kilometers, then 5m Bus Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:

5m Bus Fee= (PK $Fee_{5m\ Bus}$ * Monthly Assured Kilometers) + (PK $Fee_{5m\ Bus}$ * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))

For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.

22.1.3 The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:

(a) distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan;

(b) distance travelled by a Bus from the Maintenance Depot to the first point of loading passengers at the commencement of its service on a day

(c) distance travelled by a Bus from its last Bus Stop as per the Deployment Plan to the Maintenance Depot at the end of the day's service; and

(d) Distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority

22.1.4 The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not authorized by the Authority or not captured either in the ITMS platform or the odometer reading of such fleet for the performed trips or otherwise not in accordance with the terms of this Agreement.

22.1.5 For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.

22.1.6 In the event Bus Kilometers is not captured by ITMS on account of default of Authority or any other reason not in control of the Operator, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer.

22.1.7 The Authority shall deposit the Fee due and payable to the Operator subject to and in accordance with this Article 22, into the Escrow Account.

22.2 Payment of Invoice Amount

22.2.1 After the Lot COD for the first Lot of Buses, and for each subsequent month of the Concession Period, the Operator shall be entitled to Fee under Clause 22.1.1 which shall be calculated in accordance with clause 22.1.2 and subject to Clause 22.1.3 to 22.1.7 and included in the monthly invoice in respect of each Bus which has been put into commercial operation, in accordance with Clause 14.2.1, in the relevant month within 7 (seven) days from the end of each month Fee.

22.2.2 Each Invoice shall set out the following amount

(a) the Fee payable to the Operator for such month, based on Clause 22.1 for all Buses deployed in such month;
(b) any costs, Damages or other charges that the Operator is entitled to recover from the Authority in terms of this Agreement;
(c) any costs, Damages or other charges that the Authority is entitled to recover from the Operator in terms of this Agreement as notified by the Authority to the Operator and to which the Operator has no dispute;
(d) cost of electricity to be reimbursed by the Authority to the Operator in accordance with Clause 22.5; and
(e) [any applicable Taxes],

(collectively referred as the "**Invoice Amount**").

22.2.3 The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month.

22.2.4 Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of the amount specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) day of the next month or advise any changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or

Applicable Laws (including any statutory dues) if not factored by the Operator in the said invoice.

22.2.5 If the Authority fails to approve an Invoice pursuant to Clause 22.2.3 above in absence of any advise for changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws, within 15 (fifteen) days from the date of submission of such Invoice, the Invoice shall be deemed to be approved and the Operator shall have the right to approach the Escrow Bank for release of the amounts set out in the Invoice.

22.2.6 On receipt of any advice qua changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues), the Operator shall EITHER agree to the advise and changes of the Authority and accept the amount as decided by the Authority as the Invoice Amount for the said month OR dispute the advice of the Authority qua changes in computing the Fee and/or any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues),

22.2.7 The parties agree that in the event of dispute between the parties under this Clause, the Authority shall make payment of the undisputed Invoice Amount within seven days of dispute being raised by the Operator under Clause 22.2.5.

22.2.8 Any dispute between the Parties in relation to an Invoice will be settled in accordance with the Dispute Resolution Procedure.

22.3 Assured Kilometres

22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than 4,200 (the "Monthly Assured Bus Kilometers" for respective Lot). For the first month, the Monthly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first month of the Contract Year. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometers for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in Commercial Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month.

22.3.2 In the event that a Bus made available by the Operator is not deployed for reasons directly attributable to the Authority or due to a Force Majeure

Event, and as a result the Bus operates for less than the Monthly Assured Bus Kilometres in any month, then the Authority will pay to the Operator, the Fees that is calculated in accordance with clause 22.1.2 and subject to 22.1.3 to 22.1.7.

22.3.3 If the Authority utilises any Bus Kilometers over and above the Monthly Assured Bus Kilometers, the Operator shall be entitled to receive Fees for such additional Bus Kilometers, calculated in accordance with clause 22.1.2 and subject to 22.1.3 to 22.1..

22.4 Revision of Fee

22.4.1 The Parties agree that each of the respective PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "Revision in PK Fee" will be calculated based on the formulae given below:

PK Fees (revised) = (PK Fees) + (PK Fee x (CPIMonth — CPIBase)/ CPIBase x 0.05) + (PK Fee x (MWMonth – MWBase)/ MWBase x 0.25)

Where,

CPI Base = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date.

CPI Month = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable.

MWBase = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category

MWMonth= Minimum wages for skilled category for particular month, notified by the Labour department of the state

22.4.2 The Parties agree that the PK Fee shall stand revised pursuant to any amendment in accordance with this Clause 22.4 and shall become the base PK Fee as the case may be payable to the Operator under this Agreement.

22.5 Electricity Cost

22.5.1 The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in

22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.

22.5.2 The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot shall be [●] ("**Allowed Energy Consumption**" for Lot). For the avoidance of doubt, the Allowed Energy Consumption will be calculated as follows:

Allowed Energy Consumption for 7m AC Buses = (0.8 kWh/km * Actual Bus Kms operated in a year for the **7m AC Buses**)

Allowed Energy Consumption for 5m AC Buses = (0.6 kWh/km * Actual Bus Kms operated in a year for the **5m AC Buses**

To further clarify, the Allowed Energy Consumption will be calculated for only the type(s) of Buses which are deployed with the Authority.

For illustration purpose only:

A	Allowed Energy Consumption (kWh)	7,410
B	Base Electricity Tariff (INR/unit)	5
C	Actual Electricity Tariff (INR/unit)	7
	Case 1: **Metered Energy Consumed > A**	
D	Billed units by DISCOM	8,000
E	Electricity tariff variation to be paid for (units)	7,410
F	Variation to be paid E*(C-B)	14,820
	Case 2: **Metered Energy Consumed <= A**	
G	Billed units by DISCOM	7,000
H	Electricity tariff variation to be paid for (units)	7,000
I	Variation to be paid H*(C-B)	14,000

22.5.3 The cost of any electricity consumed on account of (i) charging of the Buses requiring electricity in excess of the Allowed Energy Consumption; (ii) the use of any other equipment, plant and machinery at the Maintenance Depot (apart from the Charging Infrastructure); and (iii) the Operations and Maintenance of the Maintenance Depot including taxes and other charges imposed by the local DISCOM, shall be payable by the Operator.

22.5.4 The Operator/Authority may install a sub-meter to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority.

22.6 Payment Security to the Operator

22.6.1 Government of Tamil Nadu vide Government Order _____has set up a revolving fund for the purpose of replenishing any deficit that may arise in maintaining (3) three months' balance of funds in a revolving fund account

("Designated Account"). The Designated Account shall have an initial amount equal to 3 (three) months' estimated Fees payable by the Authority to the Operator. The Designated Account is operated by a Financial institution of Government of Tamil Nadu. In case the Authority fails to ensure Minimum Escrow Balance in terms of Clause 27.1.3 of this Agreement then the Escrow account shall be replenished by Designated Account upon request of the Authority.

Article 23 DAMAGES FOR DELAY

23.1 The Authority hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Operator by paying Damages as per Schedule U in addition to other compensation provided for in this agreement.

23.2 The Operator hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Authority by paying Damages as per Schedule V in addition to other compensation provided for in this agreement.

23.3 For all amounts payable under Clause 23.1 and 23.2, concerned Party shall raise invoices on the other Party on a monthly basis. Such amounts shall be payable by the other Party or otherwise adjusted against other payments due within 30 (thirty) days of receipt of notice.

23.4 Any deferment or delay in raising invoices shall not absolve the other Party from its obligation to pay the amounts that have accrued.

Article 24 TRANSFER OF MAINTENANCE DEPOTS

24.1 Transfer of Maintenance Depots

24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be handed over to the Authority upon Termination of this Agreement or expiry of the Concession Period. The Parties expressly agree that for and in respect of the transfer hereunder, the provisions of Article 33 shall apply *mutatis mutandis*.

24.1.2 Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure) shall vest in the Authority without any Encumbrance.

Article 25 INSURANCE

25.1 Insurance during Concession Period

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

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Construction All Risk policy during the period of Fit Outs
(b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any;
(c) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Bus on account of any negligence of the Operator or a defect or deficiency in a Bus;
(d) the Operator's general liability arising out of the Agreement;
(e) workmen's compensation insurance; and
(f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

25.3 Notice to the Authority

No later than 15 (fifteen) days from the Appointed Date, the Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with Article 25. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply. Notwithstanding the difference or disagreement raised by the Authority and without prejudice to the rights and remedies available to the Authority for such disagreement, the Operator shall effect the insurance under this Clause and that the Authority shall not be liable in

any manner whatsoever for any loss caused to the Operator in absence of insurance cover.

25.4 Evidence of Insurance Cover

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

25.5 Remedy for failure to insure

If the Operator fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Operator, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Operator.

25.6 Waiver of subrogation

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

25.7 Operator's waiver

The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

25.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Operator, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Buses or Maintenance Depots.

25.9 Compliance with conditions of insurance policies

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

Article 26 ACCOUNTS AND AUDIT

26.1 Audited accounts

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

26.1.2 The Operator shall, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.

26.1.3 On or before the expiry of 3 (three) months after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the bills raised by the Operator for payment by the Authority, (b) the payments received and other revenues derived from the Authority, and (c) such other information as the Authority may reasonably require.

26.2 Appointment of auditors

26.2.1 The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "Panel of Chartered Accountants"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T In case the bidder has an existing statutory auditor meeting the eligibility criteria mentioned in Schedule- T, the Operator shall request the Authority for appointment of the existing auditors for the project. The Authority may, at its discretion agree to the appointment of the operator's existing Statutory Auditor for the project. All fees and expenses of the Statutory Auditors shall be borne by the Operator.

26.2.2 The Operator may terminate the appointment of its Statutory Auditors after

a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

26.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3 Certification of claims by Statutory Auditors

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

26.4 Set-off

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

26.5 Dispute resolution

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

Article 27 ESCROW ACCOUNT

27.1 Escrow Account

27.1.1 The Authority shall, prior to the Appointed Date open/establish, maintain and operate a and establish an account" with a Bank ("**Escrow Bank**") in accordance with this Agreement and the Escrow Agreement.

27.1.2 For the purpose of opening/establishing, maintaining and operating the Escrow Account, the Authority shall, as a Condition Precedent, enter into an agreement with the Operator and Escrow Bank ("**Escrow Agreement**") in accordance with the format provided in Schedule-M to this Agreement.

27.1.3 The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 3 (three) months' estimated Fees payable to the Operator ("**Minimum Escrow Balance**") and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds The Authority undertakes to maintain the Minimum Escrow Balance throughout the concession period. It is clarified that a COD shall not be achieved under this Agreement till the time the **Minimum Escrow Balance** is deposited in the Escrow Account.

27.1.4 The Authority covenants, that in the event of shortfall of the Minimum Escrow Balance in the Escrow Account at any time during the duration of this Concession Period, the Escrow Bank shall have irrevocable authority to intimate the "Financial Institution" pursuant to Clause 22.6.1, that the Escrow Account is short of such amount as is required to maintain the Minimum Escrow Balance and the "Financial Institution/" shall upon mere intimation from the Escrow Bank in this regard without any further confirmation from the Authority, transfer such amount as is required to maintain the Minimum Escrow Balance in the Escrow Account..

27.1.5 Through out the Concession Period, the Authority has agreed to deposit in the Escrow Account all the Project Revenues and other receivables as per Clause 27.2.1 and maintain the Minimum Escrow Balance. The Authority for this purpose shall take grants/contributions/financial support from Government of Tamil Nadu ("**GoTN**"). It is clarified that the non-receipt of grants/contributions/financial support from GoTN shall not absolve the Authority from its obligation to maintain the Minimum Escrow Balance in. Failure of the Authority to comply with this Clause 27.1.6 shall result in the Authority Event of Default.

27.2 Deposit in Escrow Account

27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account and maintain the Minimum Escrow Balance:

(a) All Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;
(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;
(c) all grants, payments and financial support received by the Authority from the GoTN and in relation to the Project;
(d) amounts towards insurance claims, if any, received;
(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement; any amounts towards Termination Payment due to the Operator;
(f) all revenues generated and all the income accruing from the Project including but not limited to the daily farebox and non-farebox revenue and advertising revenue, etc.; and

any other revenues or capital receipts from or in respect of the Project.

27.3 Withdrawal During Concession Period

27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of the Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as may be necessary pursuant to the terms of this Agreement, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) all taxes due and payable by the Operator for and in respect of the Project;
(b) all Fees due and payable to the Operator subject to and in accordance with Article 22;
(c) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
(d) all payments and Damages certified by the Authority as due and payable to it by the Operator; and
(e) balance, if any, in accordance with the instructions of the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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

27.4 Withdrawal upon Termination

27.4.1 Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, the amounts standing to the credit of the Escrow Account mentioned below shall be appropriated in

the following order.

(a) all taxes due and payable by the Operator for and in respect of the Project;
(b) 90% (ninety per cent) of Debt Due;
(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;
(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;
(e) outstanding Debt Service including the balance of Debt Due;
(f) incurred or accrued Fees;
(g) any payments due and payable to the Authority;
(h) any other payments required to be made under this Agreement; and
(i) balance, if any, in accordance with the instructions of the Authority.

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

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

Article 28 TRAFFIC REGULATION AND SECURITY

28.1 Traffic regulation by the Operator

28.1.1 The Operator shall, in consultation with the Authority, regulate the use of the Buses by the Users in accordance with Applicable Laws and subject to the supervision and control of the Authority or a substitute thereof empowered in this behalf under the Applicable Laws.

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

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

28.2 Security

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

28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses and at the Maintenance Depots. The Operator shall co-operate with any relevant organisations appointed by the Authority for the purpose of providing security. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, in order to ensure security within the Buses, without unduly or unreasonably disrupting the operations of the Buses or interfering with the exercise of rights or fulfilment of obligations by the Operator under this Agreement. The Operator agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Authority in the discharge of their obligations thereunder.

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

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

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

Part V Force Majeure and Termination

Article 29 FORCE MAJEURE

29.1 Force Majeure

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

29.2 Non-Political Event

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

(a) act of God, epidemics, pandemics, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;

(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or directly attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 29.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non- Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(d) any delay or failure of an overseas Contractor to deliver the Buses or equipment to India if such delay or failure is caused outside India by any event specified in Subclause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than
(i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable

Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(f) the discovery of geological conditions, toxic contamination or archaeological remains on the Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or

(g) any event or circumstances of a nature analogous to any of the foregoing.

29.3 Indirect Political Event

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

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action,
civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents production, and assembly of Buses, Fit Out Works at the Maintenance Depots or fulfilment of Operations and Maintenance obligations of the Operator for an aggregate period exceeding 15 (fifteen) days in an Accounting Year;

(e) failure of the Authority to permit the Operator to continue perform its obligations under this Agreement, with or without modifications, in the event of stoppage of any works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event;

(h) the imposition, by any Government Instrumentality, of any lockdowns, curfews or mandatory quarantine rules arising out of the occurrence of any Non-Political Event or otherwise, which prevents the manufacture, procurement and delivery of the Buses, of the Fit-Out Works at the Maintenance Depots or fulfilment of the Operations and Maintenance obligations of the Operator for an aggregate period exceeding 7 (seven) days in an

Accounting Year; or

(i) any event or circumstances of a nature analogous to any of the foregoing.

29.4 Political Event

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

(a) a Change in Law;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Operator or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

29.5 Duty to report Force Majeure Event

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

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 29 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

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

likely to have on the performance of its obligations under this Agreement.

29.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 29.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

29.6 Effect of Force Majeure Event on the Concession Period

29.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.2 for fulfilment of Conditions Precedent and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

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

29.7 Allocation of costs arising out of Force Majeure

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

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

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

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

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Operator, provided that in case of a Change in Law, no additional compensation shall be payable to the Operator if the consequences of such Change in Law have been dealt with under and in accordance with the provisions of Article 36.

For the avoidance of doubt, Force Majeure Costs shall only include costs directly attributable remedying, rectifying and/or mitigating such Force Majeure Event and shall not include interest payments on debt, O&M

Expenses, any increase in the cost of the Fit Out Works or the Buses on account of inflation, loss of income or debt repayment obligations and for determining such costs, the Affected Party shall be required to submit such information as may be relevant to evidence that it has incurred such costs, including documentary proof such as receipts, challans, invoices etc.

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

29.8 Termination Notice for Force Majeure Event

29.8.1 If a Force Majeure Event affecting all, or substantially all, parts of the Project subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, then and subject to Clause 29.8.2 below, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

29.8.2 If a Force Majeure Event affecting all, or substantially all, parts of the Project occurs after the Lot COD has been achieved for at least 75% (seventy five percent) of the total Buses procured under this Agreement, then the Operator shall not have a right to terminate this Agreement pursuant to Clause 29.8.1 above subject to Authority fulfilling its obligations provided in Clause 22.3.2.

29.9 Termination Payment for Force Majeure Event

29.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

29.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:

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

(b) 110% (one hundred and ten per cent) of the Adjusted Equity; and

(c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.

29.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable under Clause 32.3 as if it were an Authority Default.

29.10 Dispute resolution

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

29.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

Article 30 COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Operator

In the event of the Operator being in material default or breach of this Agreement, it shall subject to Clause 30.5 pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 30.1 for any default or breach in respect of which Damages are expressly specified and payable under this Agreement.

30.2 Compensation for default by the Authority

In the event of the Authority being in material default or breach of this Agreement at any time after the Appointed Date, it shall subject to Clause 30.5 pay to the Operator by way of compensation, all direct costs suffered or incurred by the Operator as a consequence of such material default or breach within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.

30.3 Extension of Concession Period

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

30.4 Compensation to be in addition

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

30.5 Mitigation of costs and damage

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

Article 31 SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

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

31.2 Authority to act on behalf of Operator

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

31.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Operation and Maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Operator in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Operator under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Operator and the Operator undertakes to indemnify the Authority for all costs incurred during such period. The Operator hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under Clause 31.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Operator for and in respect of Operation and Maintenance of Buses.

31.3 Revocation of Suspension

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

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

31.4 Termination

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

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

Article 32 TERMINATION

32.1 Termination for Operator Default

32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Operator shall be deemed to be in default of this Agreement (an "Operator Default"), unless the default has occurred as a result of any breach of this Agreement by the Authority, the Authority's Representative or due to Force Majeure. The defaults referred to herein shall mean and include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 120 (one hundred and twenty) days, the Operator Default for which whole or part of the Performance Security was appropriated;

(c) the Operator fails to complete the Fit Out Works for the Maintenance Depots within 270 (two hundred and seventy) days from the Scheduled Maintenance Depot Completion Date, as may be extended in accordance with the terms of this Agreement;

(d) the Operator fails to supply the Prototype within the period specified in Clause 13.6;

(e) the Operator fails to procure and deliver the Buses in accordance with the Delivery Schedule and the amount of Damages payable by the Operator for such delay exceeds the maximum amount specified in Clause 13.9.2.

(f) the Operator is in material breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(g) the Operator is in breach of its obligations under Clause 19.7;

(h) the Operator has failed to make any payment to the Authority within the period specified in this Agreement and the Authority is unable to set-off such amounts from amounts due from it to the Operator in accordance with the terms of this Agreement;

(i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for a continuous period of any 6 (six) consecutive months or for a cumulative period

of any 18 months during the period of the Agreement;

(j) a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for 3 (three) consecutive months;

(k) a material breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect on the Authority;

(l) the Operator creates any Encumbrance in breach of this Agreement;

(m) the Operator repudiates this Agreement (or any part thereof) or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement (or any part thereof);

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect on the Authority;

(p) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect on the Authority;

(q) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Operator suffers an Insolvency Event;

(s) The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect provided that, the same shall not be considered to be an Operator Default if, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false or the

Operator is at any time hereafter found to be in breach thereof;

(u) the Operator submits to the Authority any false statement, notice or other document, in written or electronic form, which has a Material Adverse Effect on the Authority;

(v) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(w) a Suspension of this Agreement pursuant to Clause 31 (to the extent such Suspension is directly attributable to the Operator) for a period exceeding 180 (one hundred and eighty) days;

(x) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 120 (one hundred and twenty) days.

32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Operator Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation at its sole discretion, issue the Termination Notice subject to the provisions of Clause 32.1.3.

32.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.12 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Operator in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, (i) procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Operator, or (ii) issue a notice to the Authority requiring it to terminate the Agreement, and upon such notice being issued, the Authority shall, forthwith, immediately

terminate this Agreement.

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

32.2 Termination for Authority Default

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

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Operator;

(b) the Authority has failed to make any payments to the Operator in accordance with the provisions of this Agreement.

(c) the Authority fails to provide the Right of Way to the Depot Sites in accordance with the terms of this Agreement;

(d) an assignment by the Authority, of its rights, interests and obligations under this Agreement in contravention of Clause 35.5; or

(e) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

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

32.3 Termination Payment

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

(a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and

(b) 70% (seventy per cent) of the amount representing the Additional Termination Payment.

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

Provided further that, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any Subsidy and Government Fiscal Assistance received by the Operator from the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress in which case it shall pay to the Operator an amount equal to actual capital cost of the Fit Out Works completed by the Operator up until the date of Termination as verified by Authority.

32.3.2 Upon Termination on account of an Authority Default at any time after the Appointed Date, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:

(a) Debt Due;
(b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and
(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.

It is further clarified that in case of termination on account of an Authority Default, the Authority shall return the Performance Security available with it at the time. (if not already released)

32.3.3 Termination Payment shall become due and payable to the Operator within 60 (sixty) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars; provided further that liability of the Authority to make the Termination Payment hereof is subject to the fulfilment of the Divestment Requirements in accordance with the provisions of Article 33 of this Agreement. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

32.3.4 Upon Termination on expiry of the Concession Period by efflux of time, no Termination Payment shall be due and payable to the Operator; provided that in the event any Project Assets shall have been acquired and installed after the 5th (fifth) anniversary of the COD, with prior written consent of the Authority, which consent shall not be unreasonably denied, a Termination Payment equal to 80% (eighty percent) of the Adjusted Depreciated Value of such assets and equipment shall be deemed to be Debt Due for the purposes of Termination Payment. Provided that, any Project Assets acquired by the Operator without the prior written consent of the Authority shall not be taken into account when calculating the Termination Payment

under this Clause 32.3.4 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

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

32.4 Certain limitations on Termination Payment

32.4.1 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost.

32.4.2 The Operator may only construct, acquire or install any Specified Assets after the 5th (fifth) anniversary of COD, but before the 10th (tenth) anniversary thereof (and excluding land), with the prior written consent of the Authority and which consent shall not be unreasonably withheld by the Authority. Provided that, any Project Assets constructed, acquired or installed by the Operator without the prior written consent of the Authority shall not be taken into account when calculating any "**Additional Termination Payment**" due to the Operator under this Article 32 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

32.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Buses, provided that the Termination has occurred after COD;

(b) take possession and control of the Maintenance Depots

(including the Charging Infrastructure) forthwith;

(c) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;

(d) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority's premises;

(e) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and

(f) succeed upon election by the Authority, without the necessity of any further action by the Operator, to the interests of the Operator under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

32.6 Survival of rights and obligations

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including but not limited to Termination Payments, Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

Article 33 DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Concession Period

33.1.1 Upon expiry of the Concession Period, the Operator shall comply with and conform to the following divestment requirements (the "Divestment Requirements"), no later than 15 (fifteen) days from the date of expiry of the Concession Period:

(a) remove all its personnel and vacate and deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein and any Opportunity Charging Stations, free and clear of all Encumbrances;

(b) cure the equipment at the Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations (if applicable) of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice, provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring (in each case for reasons not directly attributable to the Operator) no earlier than 120 (one hundred and twenty) days prior to the expiry of the Concession Period, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Concession Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, including transferring all relevant records, reports, software (including software codes) and manuals, and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations, if any, to the extent permissible under Applicable Laws;

(e) execute such deeds of conveyance, documents and other

writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any; and

(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, and Insurance Cover, free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.2 Inspection and cure

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

33.3 Cooperation and assistance on transfer of Maintenance Depots

33.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the assets specified in Clause 33.1.1 in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Depot Sites.

33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of Dispute or difference relating to the determination of the fair market value of such plant and machinery, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon termination

33.4.1 Upon Termination after COD and before the expiry of the Concession Period, the Operator shall comply with and conform to the following divestment requirements (the "Divestment Requirements"), no later than 15 (fifteen) days from the date of Termination:

(a) procure and deliver forthwith title to, and actual or constructive possession of the Buses and vacate and handover actual or constructive possession of the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, free and clear of all Encumbrances;

(b) cure the Maintenance Depots, all Buses, Charging Infrastructure and Opportunity Charging Stations, if any, of all defects and deficiencies so that the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Concession Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations including transferring all relevant records, reports, software and manuals and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the Operation and Maintenance of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and shall be assigned or licensed to the Authority free of any Encumbrance for the operational life of these assets;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations to the extent permissible under Applicable Laws;

(e) take all necessary steps to safeguard and protect the Buses, the Charging Infrastructure, the Opportunity Charging Stations, if

any, the Maintenance Depot(s) and all other equipment, materials and goods on the Depot Site;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(g) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations; and

(h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations free from all Encumbrances, absolutely unto the Authority or to its nominee.

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

33.4.3 Upon Termination of this Agreement prior to the Lot COD of the First Lot of Buses, if the Authority exercises its right to take over the Fit Out Works, the Operator shall be required to handover peaceful possession of the Depot Sites and any Fit Out Works to the Authority no later than 15 (fifteen) days from the date of Termination. If the Authority chooses not to take over the Fit Out Works, the Operator shall clear the Depot Site(s) and handover vacant, peaceful possession of the Depot Site(s) to the Authority no later than 30 (thirty) days from the date of Termination.

33.5 Vesting Certificate

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

nominee , or in respect of, the Buses and Maintenance Depots; on the footing that all Divestment Requirements have been complied with by the Operator.

33.6 Divestment costs etc.

33.6.1 Upon expiry of the Concession Period, the Authority shall bear and pay, all costs incidental to divestment of all of the rights, title and interest of the Operator in the Maintenance Depots, Charging Infrastructure and the Opportunity Charging Stations, if any, in favour of the Authority. It is further clarified that Authority will not reimburse/ bear and pay the capital cost of any of the assets which are to be transferred to the Authority.

33.6.2 In the event of Termination attributable to the Operator, the Operator shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination.

33.6.3 In the event of Termination attributable to the Authority, the Authority shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination. It is further clarified that Authority will not reimburse the capital cost of any of the assets which are to be transferred to the Authority.

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

Article 34 DEFECTS LIABILITY AFTER TERMINATION

34.1 Liability for defects after Termination

Subject to Clause 33.4.1. (b), the Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

34.2 Retention in Escrow Account

34.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 34.2.3, a sum equal to 10% (ten per cent) of the total Fee in respect of the Contract Year immediately preceding the Transfer Date shall be retained by the Authority for a period of 180 (one hundred and eighty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 34.1.

34.2.2 Without prejudice to the provisions of Clause 34.2.1, the Authority shall carry out an inspection of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, at any time between 180 (one hundred and eighty) and 15 (fifteen) days prior to the Transfer Date and if it determines that the status of the Buses, Maintenance Depots, Charging Infrastructure or Opportunity Charging Stations is such that a sum larger than the amount stipulated in Clause 34.2.1 should be retained by the Authority and for a period longer than the aforesaid 180 (one hundred and eighty) days, the amount so determined, subject to a ceiling equivalent to twice the amount specified in Clause 34.2.1 shall be retained by the Authority for a period not exceeding 240 (two hundred and forty) days.

34.2.3 The Operator may, for the performance of its obligations under this Article 34, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 34.2.1 or 34.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-D (the "**Defects Performance Security**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its

other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Defects Performance Security for undertaking the repairs or rectification at the Operator's risk and cost in accordance with the provisions of this Article

34. Upon furnishing of a Performance Security under this Clause 34.2.3, the retention of funds in terms of Clause 34.2.1 or 34.2.2, as the case may be, shall be dispensed with.

Part VI Other Provisions

Article 35 ASSIGNMENT AND CHARGES

35.1 Legal and Beneficial Rights of Project Assets

35.1.1 The Operator shall have legal and beneficial right of use, of the Project Assets during the Concession Period and up until the divestment of its rights in the Project Assets in accordance with Article 33.

35.2 Restrictions on assignment and charges

35.2.1 Subject to Clause 35.3, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority.

35.2.2 Subject to the provisions of Clause 35.3, the Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Operator is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

35.3 Permitted assignment and charges

The restraints set forth in Clause 35.2 shall not apply to: liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator; mortgages/pledges/hypothecation of goods/assets, and their related documents of title, other than Project Assets, arising or created in the ordinary course of business of the Operator, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project; assignment of rights, interest and obligations of the Operator to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and

(a) retention of title and ownership of the Buses by the Lessors, if any;
(b) liens or encumbrances required by any Applicable Law.
(c) subcontracting limited to operations of the buses; and
(d) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.

35.4 Substitution Agreement

35.4.1 The Lenders' Representative, on behalf of Senior Lenders, or Lessor(s) if any may exercise the right to substitute the Operator pursuant to the agreement for substitution of the Operator (the "Substitution Agreement") to be entered into amongst the Operator, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-

R.

35.4.2 Upon substitution of the Operator under and in accordance with the Substitution Agreement, the Nominated Company substituting the Operator shall be deemed to be the Operator under this Agreement and shall enjoy all rights and be responsible for all obligations of the Operator under this Agreement as if it was the Operator; provided that where the Operator is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Operator for curing such breach without prejudice to its rights and remedies available under law for such breach by the Operator.

35.5 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Operator, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee. The assignee thereafter shall enjoy all rights and be responsible for all obligations of the Authority under this Agreement as if it was the Authority; provided that where the Authority is in breach of this Agreement on the date of such assignment, the Operator shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Authority for curing such breach without prejudice to its rights and remedies available under law for such breach by the Authority

Article 36 CHANGE IN LAW

36.1 Increase in costs

If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the Operator may so notify the Authority. Upon the issuance of a notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on any amendments to this Agreement or on any other mutually agreed arrangement by which the Authority will compensate the Operator.

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

36.1 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

36.2 Reduction in costs

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

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

36.3 Protection of NPV

Pursuant to the provisions of Clauses 36.1 and 36.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.

36.4 Restriction on cash compensation

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

Article 37 LIABILITY AND INDEMNITY

37.1 General indemnity

37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, a breach or default of this Agreement or any related agreement and/or a breach of its statutory duty on the part of the Authority Indemnified Persons.

37.1.2 The Authority shall indemnify, defend, save and hold harmless the Operator and its officers, servants and agents (the "**Operator Indemnified Parties**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Operator.

37.2 Indemnity by the Operator

37.2.1 Without limiting the generality of Clause 37.1, the Operator shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Operator to comply with Applicable Laws and Applicable Permits; payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's Contractors, suppliers and representatives; or

(b) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its Contractors which are

payable by the Operator or any of its Contractors.

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

37.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 37 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

37.4 Defence of claims

37.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be reimbursed

by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 37, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

37.4.2 If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

37.4.3 If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 37.4.3 shall be

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

37.5 No consequential claims

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

37.6 Limitation of Liability

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

37.7 Survival on Termination

The provisions of this Article 37 shall survive Termination.

Article 38 RIGHTS AND TITLE OVER SITES

38.1 Operator's rights

For the purpose of this Agreement, the Operator shall have rights to the use of the Depot Sites as the sole and exclusive licensee, subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by third parties in accordance with and subject to the provisions of this Agreement.

38.2 Access rights of the Authority and others

38.2.1 The Operator shall allow free access to the Depot Sites at all times for the authorised representatives of the Authority and for the persons duly authorised by any Government Instrumentality to inspect the Maintenance Depots, and to investigate any matter within their authority, and upon reasonable notice, the Operator shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

38.2.2 The Operator shall, for the purpose of operation and maintenance of any utility allow free access to the Depot Sites, as the case may be, at all times for the authorised persons and vehicles of the controlling body of such utility.

38.3 Property taxes

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

38.4 Restriction on sub-letting

The Operator shall not sublicense or sublet the whole or any part of Depot Sites, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors for the performance of its obligations hereunder including for Operation and Maintenance of all or any part of the Depot Sites.

Article 39 DISPUTE RESOLUTION

39.1 Dispute resolution

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

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

39.2 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Authority and the Operator 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 promptly within 7 days of notice of dispute under 39.1.1, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

39.3 Assistance of Expert

39.3.1 In the event of failure to amicably settle the disputes within 7 days of the meeting held under Clause 39.2 for amicable settlement, for settlement of any Dispute between the Parties, either Party may call upon a mutually accepted person(the mediator) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the Additional Chief Secretary of the Administrative Department of the Authority and the Chairman of the Board of Directors of the Operator for settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of such reference to discuss and attempt to resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 45 (forty five) days of the notice in writing referred to in Clause 39.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 39.4. The fees payable to the Mediator shall be borne equally by the Parties.

39.4 Arbitration

39.4.1 Any Dispute which is not resolved amicably, as provided in Clause 39.2 and Clause 39.3, shall be finally decided by reference to arbitration by aboard of arbitrators constituted in accordance with Clause 39.4.2. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai (the "**Rules**") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Chennai, and the language of arbitration proceedings shall be English.

39.4.2 The arbitration for adjudication of Disputes shall be conducted before an a board of 3 (three) arbitrators. Each Party shall be entitled to nominate 1 (one) arbitrator within 30 days of receipt of request by one Party to the other Party to refer the Disputes for adjudication by arbitration and nominate an arbitrator for constituting the Arbitral Tribunal , and the nominated two arbitrators shall mutually appoint a third arbitrator within 30 days from the date of their appointment .In the event of either Party failing to nominate an arbitrator within 30 days from the date of receipt of request to do so or the two nominate arbitrators failing to nominate/appoint the third arbitrator within 30 days of their nomination, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996. The parties agree that the presiding arbitrator shall be a retired High Court or retired Supreme Court Judge and the request for same shall be made to the nominated arbitrator by each Party.

39.4.3 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.

39.4.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

39.5 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum as the case may be with powers to adjudicate upon disputes between the Operator and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 39.4, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law

Article 40 DISCLOSURE

40.1 Disclosure of Specified Documents

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

40.2 Disclosure of Documents relating to safety

The Operator shall make available for inspection by any person copies of all Documents and data relating to Safety of the Buses, free of charge, during normal business hours on all working days, at the Operator's registered office and office in Chennai. The Operator shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

40.3 Withholding disclosure of Protected Documents

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

Explanation:

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

Article 41 REDRESSAL OF COMPLAINTS

41.1 Complaint Register

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

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

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

41.2 Redressal of complaints

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

41.2.2 In the event that a complaint shall require an urgent response from the Operator, the driver of a Bus or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Control Centre forthwith.

41.2.3 The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.

41.2.4 The operator shall include "display of information pertaining to Internal Complaints Committee, and penal consequences of violation of sexual harassment policy as per the POSH Act in operator's registered office, office in Chennai, maintenance depots and buses"; - Also, include "display of Women Helpline no. or contact details of persons in charge of grievance redressal in each bus".

Article 42 MISCELLANEOUS

42.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [●]6 shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

42.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

42.3 Depreciation

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

42.4 Delayed payments

42.4.1 The Parties hereto agree that payments due that are not covered under Payment Security Mechanism from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting

Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

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

42.5 Waiver

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

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

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

42.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

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

42.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other

agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

42.8 Survival

42.8.1 Termination shall:

(a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

42.9 Entire Agreement

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

42.10 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly

as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

42.11 No partnership

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

42.12 Third parties

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

42.13 Successors and assigns

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

42.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside [●] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or email as the Operator may from time to time designate by notice to the Authority;

{Attention:

Designation:

Address:

Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority

may from time to time designate by notice to the Operator; provided that if the Operator does not have an office in [●]8 it may send such notice by facsimile or email and by registered acknowledgement due, air mail or by courier;

{Name:
Designation:
Address:
Email:}; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

42.15 Language

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

42.16 Counterparts

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

Article 43 DEFINITIONS

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Auditors**" shall have the meaning ascribed to it in Clause 26.2.3;

"**Additional Termination Payment**" means the amount payable upon Termination in respect of Specified Assets, if any, as further limited by the provisions of Clause 32.4.2;

"**Adjusted Depreciated Value**" means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)[9] thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;

"**Affected Party**" shall have the meaning as set forth in Clause 29.1;

"**Agreement**" or "means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Allowed Energy Consumption**" shall have the meaning as set forth in

Clause 22.5.3; "**Annual Safety Report**" shall have the meaning ascribed

to it in Clause 18.5.1; "**Appendix**" shall have the meaning as set forth in

Clause 10.3.1;

"**Applicable Laws**" means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the State Government or any Government Instrumentality having jurisdiction over the Parties, the Depot Sites or the Project, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, Operation and Maintenance of the Buses and Maintenance Depots, as the case may be, during the subsistence of this Agreement and shall include those as set out in Schedule-C;

"**Appointed Date**" means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"**Approved Valuer**" means a firm of valuers recognized as such by the Inform Tax Department and having experience of valuing at least 5 (five) properties exceeding Rs. 100 cr. (Rs. One hundred crore) each in value.

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Authority as set out in Schedule-C;

"**Authority Default**" shall have the meaning set forth in Clause 32.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 37.1.1;

"**Authority Nominated Personnel**" means any person authorized by the Authority to collect User Fare from passengers for using the Bus Service;

"**Authority Representative**" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Availability**" shall have the meaning set forth in

Clause 20.3.2; "**Award**" shall have the meaning

set forth in Clause 39.3.4;

"**Bank**" means a nationalised bank or a scheduled bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;
"**Base Index Date**" means the last date of the month which shall have closed no later than 30 (thirty) days prior to the Bid Date;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"**Bid Documents**" mean the Request for Proposal dated 11.02.2025 issued by the Authority on behalf of participating entities comprising of 2 (two) volumes including Request for Proposal (Volume I), Draft Concession Agreement (Volume II).

"**Bid Security**" means the security provided by the Operator to the Authority along with the Bid in accordance with the Request for Selection, and which is to remain in force until substituted by the Performance Security;

"**Breakdown**" means the mechanical failure of a bus that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate, provided that such mechanical failure has not arisen on account of any accidents, vandalism, arson, riots or natural calamities;

"**Breakdown Factor**" shall have the meaning as set forth in Clause 20.2.1;

"**Bus**" means a bus complying with Standards and Specifications as detailed in Schedule-B, procured by the Operator as per the Delivery Schedule, for the purposes of Project;

"**Bus Lease Agreement**" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.

"**Bus Kilometer**" means kilometers travelled by each Bus, as per

Clause 22.1.3; "**Bus Kms Frequency**" shall have the meaning as

set forth in Clause 20.5.1(b); "**Bus Service**" means the service

provided to Users in terms of this Agreement;

"**Bus Stop**" means designated stops, along the routes from where passengers board and alight the Bus, as per the Deployment Plan at Schedule-J;

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

(a) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Instrumentality;

(b) the repeal, modification or re-enactment of any existing Applicable Law;

(c) the commencement of any Applicable Law, which has not entered into effect until the Bid Date;

(d) the introduction of a requirement for the Operator to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit;

(e) a change in the interpretation or application of any Applicable Law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or

(f) any change in the rates of any of the Taxes that have a direct effect on the Agreement;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 3 (three) years from the COD and (ii) 26% (twenty six per cent) thereof of the OEM or its Affiliates, or such lower proportion as may be permitted by the Authority during the remaining Concession Period. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator, (ii) by any Consortium Member (i) who is either an original equipment manufacturer (including its Affiliates); or (ii) whose

technical and/or financial capacity was evaluated for the purposes of selection in response to the Request for Proposal, that results, or may result, in such member ceasing to hold Equity less than 26% (twenty six per cent) of the Equity, till the expiry of the Concession Period, shall constitute a Change in Ownership;

"**Change of Scope**" shall have the meaning as set forth in

Clause 15.1; "**Change of Scope Notice**" shall have the

meaning set forth in Clause 15.2.1; "**Change of Scope Order**"

shall have the meaning set forth in Clause 15.2.3;

"**Charging Infrastructure**" means the charging infrastructure and equipment required to be installed by the Operator at the Maintenance Depots for the sole purpose of charging Buses which shall include the required electric and allied civil infrastructure for Charging the buses, in accordance with the Specifications and Standards;

"**Commencement of Service**" means, with respect to any Bus, the date such Bus is commissioned and put in commercial operations, in each case, in accordance with the provisions of this Agreement;

"**Commercial Operation Date**" or "**COD**" shall have the meaning set forth in

Clause 14.2.3; "**Completion Certificate**" shall have the meaning as set

forth in Clause 14.2.2; "**Complaint Register**" shall have the meaning as set

forth in Clause 41.1.1;

"**Concession**" shall have the meaning set forth in

Clause 3.1.1; "**Control Centre**" shall have the meaning

as set forth in Clause 16.4.7;

"**Conditions Precedent**" shall have the meaning as set forth in

Clause 4.1.1; "**Consumables**" shall have the meaning as set

forth in Clause 17.3.1; "**Concession Period**" shall have the

meaning as set forth in Clause 3.1.1;

"**Contract Year**" means the First Contract Year and thereafter each period of 12 (twelve) Months, provided that the last Contract Year shall end on the last day of the Concession Period.

"**Contractor**" means the person or persons, as the case may be, with whom the Operator has entered into any of the construction contracts, the O&M Contract any other material contract for the Fit Out Works, operation and/or maintenance of the Maintenance Depots, the Charging Infrastructure or the Buses, as the case may be, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Operator;

"**Covenant**" shall have the meaning as set forth in Clause 5.2.5;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;

"**Damages**" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the lenders under the financing agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding

(i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the financing agreements to any lender, and
(iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default, provided that any accrued interest payable under the financing agreements on, or in respect of, the debt referred to in Sub- clause (a) in the event of Termination due to an Operator Default shall be capped at the lesser of (i) the interest rate specified in the financing agreements; or (ii) 5% (five percent) above the Bank Rate;

(c) any debt provided by the lenders in connection with any bank guarantees submitted by the Operator to the Authority pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded; and

(d) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii)

the balance Concession Period.

provided that if all or any part of the Debt Due is convertible into Equity at the option of lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken; provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders or the Lessor(s), as the case may be, for and in respect of Debt Due under the Financing Agreements or under the Bus Lease Agreement(s), as the case may be;

"**Defects Performance Security**" shall have the meaning as set forth in Clause 34.2.3;

"**Delay Event**" shall mean:

(i) occurrence of a Force Majeure event, provided that the requirements of Clause 29.5 have been complied with;

(ii) a Change in Law;

(iii) undue delay by the relevant Government Instrumentality in granting or renewing any Applicable Permit, despite the Operator having applied for such grant or renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;

(iv) undue delay by the relevant Government Instrumentality in providing any utility connection, despite the Authority or the Operator, as the case may be, having applied for such utility connection expeditiously and having complied with the requirements of Applicable Laws in making such application;

(v) failure by the Authority to handover possession of Maintenance Depots meeting the Minimum Maintenance Depot Specifications in accordance with the requirements of this Agreement;

(vi) any delay directly attributable to unforeseen site conditions in accordance with Clause 10.9; and

(vii) delay caused in complying with any instructions of the Authority, which instructions are not directly attributable to any default of the Operator.

"**Delivery Schedule**" shall mean the schedule according to which the Operator shall procure and deliver the Buses in accordance with the terms of this Agreement and as set out in Schedule-J;

"**Depot Sites**" shall have the meaning as set forth in Article

10; "**Deployment Plan**" shall have the meaning as set forth in

Clause 16.5.1;

"**Designs**" or "**Drawings**" means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule-F;

"**Design Report**" shall have the meaning as set forth in Clause 13.4.2; "**Dispute**" shall have the meaning as set forth in Clause 39.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes as set forth in Article 39;

"**Divestment Requirements**" means the obligations of the Operator for and in respect of Termination as set forth in Clause 33.1.1;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Emergency**" means a condition or situation that is likely to endanger the environment or lives or security of the individuals on or about the Maintenance Depots or Buses, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Licensed Premises, Maintenance Depots or Buses and, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots or Buses, as the case may be, where applicable herein;

"**Equal opportunity**" means that the Operator cannot use the following characteristics as reasons to hire or reject candidates or make other employment decisions including wages: Race / color, origin / ethnicity, religion, age, sex / gender / sexual orientation, physical or mental disability except to the extent it such characteristic makes the candidate unsuitable for the position in question e.g., a candidate with poor eyes-sight for driving duty.

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Operator, and any interest-free funds advanced by any shareholder of the Operator for meeting such equity component.

"**Escrow Accounts**" shall mean and include Project Receivable Escrow Account and Project Operating Escrow Account being the accounts which the Authority shall open and maintain with the Escrow Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, ;

"**Escrow Agreement**" shall have the meaning set forth in Clause 27.1.2; "**Escrow Bank**" shall have the meaning set forth in Clause 27.1.1; "**Escrow Default**" shall have the meaning set forth in Schedule-M; "**Fee**" shall have the meaning set forth in Clause 22.1;

"**Fee Revision Date**" means the date of Fee Revision in accordance with Clause 22.4.1;

"**Financial Aggregator**" means any entity including its associates with the intent and capability of providing capital/funds for the e-bus business eligible as per eligibility and qualifications criteria set forth in Request for Proposals under the project;

"**Financial Close**" means the fulfilment of all Conditions Precedent to the initial availability of funds under the Financing Agreements or the Bus Lease Agreement(s);

"**Financial Model**" means the financial model adopted by lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the lenders or the Lessor under the Bus Lease Agreement(s), and includes a description of the assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the lenders, and includes Equity, all financial assistance specified in the financing agreements, subordinated debt, lease rentals and other financial terms of lease under the Bus Lease Agreement(s) if any;

"**Financing Agreements**" means the agreements executed by the Operator in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to nonconvertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**First Contract Year**" means the period of 12 (twelve) calendar months commencing from the date on which the Lot COD for the first Lot of Buses procured by the Operator is achieved.

"**Fit Out Works**" means all works and things required to be undertaken by the Operator to completely fit out, equip and otherwise complete the Maintenance Depots in accordance with this Agreement, including the provision of all service equipment, tools, tackles, facilities, civil and electrical works and any other allied infrastructure (including the Charging Infrastructure) as may be required to Operate and Maintain the Buses, the Maintenance Depot and the Charging Infrastructure;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it

in Clause 29.1; "**Force Majeure Costs**" shall have the meaning as set forth in Clause 29.7.2;

"**General Safety**" means an event of a minor accident in which a person is injured or no injury but damage to vehicle and/or property sustains. In case of injury, the nature of injury shall be of minor nature such as a cut, sprain or bruise, where only first aid is required and does not require hospitalisation.

"**GoI**" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Fiscal Assistance**" means, any financial assistance provided to the Operator by any Government Instrumentality, under any Applicable Laws or any scheme, policy or guidelines, as may be applicable;

"**Government Instrumentality**" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, Authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Buses or Maintenance Depots as the case may be, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;

"**Guaranteed Availability**" shall have the meaning set forth in Clause 20.3.3; "**Guaranteed Arrival Punctuality**" shall have the meaning set forth in Clause 20.4.4; "**Guaranteed Bus Kms Frequency**" shall have the meaning set forth in Clause 20.5.2; "**Guaranteed Start Punctuality**" shall have the meaning set forth in Clause 20.4.4; "**Guaranteed Trip Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 37; "**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 37; "**Indirect Political Event**" shall have the meaning as set forth in Clause 29.3;

"**Insolvency Event**" in respect of a Party means:

(a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("**Code**"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 25, and includes all insurances required to be taken out by the Operator under Clause 25.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Intelligent Transit Management Systems**" or "**ITMS**" shall have the meaning as set forth in Clause 16.4.7;

"**Invoice**" shall have the meaning as set forth in Clause 22.2.1;

"**Invoice Amount**" shall have the meaning as set forth in Clause 22.2.2;

"**Key Performance Indicators**" shall have the meaning as set forth in Clause 20.1;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (D);

"**Lead Member**" shall mean the lead member of the Consortium, and in the event there is no Consortium, the Selected Bidder;

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Lessor**" means the manufacturer or owner of the Buses or any other Person who provides the Buses on lease to the Operator for supply to the Authority in accordance with this Agreement.

"**Licensed Premises**" shall have the meaning set forth in Clause 10.2.2;
"**Lot**(**s**)" means the Buses procured, by the Operator, in lots as per the Delivery Schedule;

"**Lot Commercial Operation Date**" or "**Lot COD**" shall have the meaning set forth in Clause 14.2.3;

"**Maintenance Depots**" shall mean the bus depots and/or terminals to be handed over by the Authority to the Operator for the Buses at the Depot Sites specified in Schedule-A, in accordance with the Minimum Maintenance Depot Specifications, Applicable Laws and Good Industry Practices;

"**Maintenance Depot Completion Certificate**" shall have the meaning as set forth in Clause 12.5.4;

"**Maintenance Depot Completion Date**" means the date on which the Completion Certificate is issued under the provisions of Article 14;

"**Maintenance Inspection Report**" shall have the meaning as set forth in

Clause 19.3; "**Maintenance Manual**" shall have the meaning ascribed to

it in Clause 17.2.1; "**Maintenance Obligations**" shall have the meaning

as set forth in Clause 17.1.1; "**Maintenance Requirements**" shall have

the meaning as set forth in Clause 17.4;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Minimum Escrow Balance**" shall have the meaning as set forth in Clause 27.1.3;

"**Minimum Maintenance Depot Specifications**" means the minimum specifications and standards according to which the Maintenance Depots are required to be designed, constructed and completed prior to its handover by the Authority to the Operator in accordance with the requirements of this Agreement

"**Monthly Fees**" shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

"**Monthly Assured Bus Kilometres**/ **Monthly Assured Kilometers**" shall have the meaning ascribed to it in Clause 22.3.1;

"**Monthly Assured Payment Amount**" shall have the meaning ascribed to it in

Clause 22.3.2; "**Monthly Assured Payment Invoice**" shall have the meaning

ascribed to it in Clause 22.3.3;

"**MW**" means minimum wages (skilled category) as notified by the relevant Government Instrumentality in accordance with Applicable Laws.

"**Non-Political Event**" shall have the meaning as set forth in Clause 29.2;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Operator, and proposed to the Authority for assignment/transfer of the Agreement;

"**NPV**" shall have the meaning as set forth in Clause 36.3;

"**Operation and Maintenance**" or "**O&M**" means operation and maintenance of the Buses, the Maintenance Depot and the Charging Infrastructure, as the case may be, and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

"**O&M Contract**" means the maintenance contract that may be entered into between the Operator and the O&M Contractor for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the person, if any, with whom the Operator has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Operator;

"**O&M Expenses**" means expenses incurred by or on behalf of the Operator or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties,cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Operational Infractions**" shall mean those events, incidents or circumstances of sub-optimal performance and/or non-compliance with the Operations and

Maintenance requirements in this Agreement which are as set out in Schedule-T.

"**Operational Route**" shall have the meaning as set forth in Clause 16.4.1;

"**Operator Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Operator as set out in Schedule-C;

"**Operator Default**" shall have the meaning as set forth in Clause 32.1.1;

"**Operator Indemnified Parties**" shall have the meaning as set forth in

Clause 37.1.2; "**Opportunity Charging Stations**" shall have the meaning

as set forth in Clause 16.4.8;

"**Original Electric Bus Manufacturer or OEM**" shall mean a manufacturer of electric buses who has completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) electric bus (100% battery operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type- approval of at least one model of Electric Bus.

"**Overnight Charge**" or "**Overnight Charging**" means, with respect to each Bus, the ability to fully charge the battery of such Bus from full discharge, between the time such Bus is scheduled to arrive at the Maintenance Depot after completing its operations on any day and the time such Bus is next scheduled to commence operations (which may be on the immediately next day), in each case in accordance with the Deployment Plan.

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 26.2.1;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"**Passenger Charter**" shall have the meaning as set forth in Clause

20.10; "**Performance Security**" shall have the meaning as set forth in

Clause 9.1.1;

"**PK Fee**" shall be either PK $Fee_{7m\ Bus}$ or PK $Fee_{5m\ Bus}$ as the case may be and shall mean the amount in INR payable by the Authority to the Operator for each kilometer of bus operation under this Agreement and at which the LOA has been awarded to the Operator.

"**PKM**" or "**Passenger Kilometres**" means the cumulative distance travelled by Users on the Buses in a day;

"**POSH Act, 2013**" means Prevention of Sexual

Harassment Act 2013 "**Political Event**" shall have the

meaning as set forth in Clause 29.4;

"**Project**" means the supply, operation and maintenance of Buses and the Fit Out

Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Agreement;

"**Project Agreements**" means this Agreement, construction contracts, supply contracts, O&M Contract, the Bus Lease Agreement and any other material agreements or contracts that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for goods and services for the Maintenance Depots;

"**Project Assets**" means all physical and other assets relating to and forming part of the Depot Sites and Maintenance Depots, including:

(a) rights over the Licensed Premises in the form of licence, Right of Way or otherwise;

(b) tangible assets such as civil works and equipment including foundations, embankments, electrical systems, communication systems and administrative offices;

(c) all rights of the Operator under the Project Agreements;

(d) financial assets, such as receivables, security deposits etc.;

(e) insurance proceeds; and

(f) Applicable Permits and authorisations relating to or in respect

of the Project; "**Project Milestones**" means the project milestones

set forth in Schedule-E; "**Protected Documents**" shall have the

meaning as set forth in Clause 40.3; "**Prototype**" shall have the

meaning as set forth in Clause 13.4.1;

"**Provisional Maintenance Manual**" shall have the meaning as set forth in

Clause 17.2.1; "**Provisional Operation Manual**" shall have the meaning as set

forth in Clause 16.3.1; "**Punch List**" shall have the meaning set forth in Clause

14.1.5;

"**Re**.", "**Rs**." or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Reference Exchange Rate**" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"**Reference Index Date**" for and in respect of a Year, means the last date of the month which shall have closed no later than 30 (thirty) days prior to commencement of that Year;

"**Request for Proposal**" or "**RFP**" shall have the meaning as set forth

in Recital (E); "**Revision of Fee**" shall have the meaning set forth in

Clause 22.4.1;

"**Right of Way**" means the constructive possession of the Depot Sites, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Maintenance Depots, in accordance with this Agreement;

"**Safety**" means general safety and severe safety;

"**Safety Requirements**" shall have the meaning as set forth in

Clause 18.1; "**Scheduled COD**" shall have the meaning set

forth in Clause 14.3;

"**Scheduled CP Satisfaction Date**" shall have the meaning set forth in

Clause 4.2(a); "**Scheduled Maintenance**" shall have the meaning as set

forth in Clause 17.2.2;

"**Scheduled Maintenance Depot Completion Date**" shall have the meaning set forth in Clause 12.5.1;

"**Scope of the Agreement**" shall have the meaning as set forth

in Clause 2.1; "**Selected Bidder**" shall have the meaning as set

forth in Recital (C);

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees or lessors in case of leasing of assets, who have agreed to guarantee or provide finance to the Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Operator;

"**Severe Safety**" means an event of a major accident causing a loss of life or a grievous injury due to which a person is detained in hospital as an "in patient" or if any one of the following injuries are sustained whether or not he or she is detained in the hospital such as fractures, concussions, internal injuries, crushing, severe cuts and lacerations or severe general shock requiring medical treatment and victim may or may not require ICU admission.

"**Spares**" shall have the meaning as set forth in Clause 17.3.2;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Buses and Maintenance Depots, as set forth in Schedule-B, and any modifications thereof, or additions thereto, as included in the design and engineering for the Buses submitted by the Operator to,

and expressly approved by, the Authority;

"**Specified Assets**" means and includes such of the Project Assets which are constructed, acquired or installed after the [5th (fifth)] anniversary of COD, but before the [10th (tenth)] anniversary thereof; and but shall in no case include land.

"**Specified Documents**" shall have the meaning as set forth in

Clause 40.1; "**Start Punctuality**" shall have the meaning as set

forth in Clause 20.4.1; "**State**" means the State of Tamil Nadu

"**State Government**" means the government of Tamil Nadu;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

"**Substitution Agreement**" shall have the meaning as set forth in Clause

35.4.1; "**Suspension**" shall have the meaning as set forth in Clause 31.1;

"**Taxes**" means any Indian taxes including the goods and services tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project, which are charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"**Termination**" means the termination of this Agreement in accordance with its terms;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority under and in accordance with the provisions of this Agreement, upon Termination and includes Additional Termination Payment. For the avoidance of doubt, it is expressly agreed that the amount payable shall be subject to the limitations specified in Clause 32.3;

"**Tests**" means the tests as set forth in Schedule-H to determine the conformity of Buses with the provisions of this Agreement;

"**Total Project Cost**" means the capital cost incurred on procurement and financing of the Project, and shall be limited to the lowest of:

(a) the capital cost of the project as set forth in the Financial Package;

(b) the actual capital cost[&] of the Project upon completion as calculated below;

[&]Capital cost per bus calculated at 50% of the PK fee quoted by the bidder at Net Present Value (NPV) of Net Present Value (NPV) of all future payments, using total

minimum Monthly Assured Kilometers and total Concession Period, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

Capital cost per bus =

$\frac{a}{r}(1-\frac{1}{(1+r)^n}$ Where, a —

Monthly equal payment for
Capital Cost

= 0.5 * L1 GCC Rate * Monthly Assured Kilometers r - Monthly discount

rate in decimals n - Concession Period in months

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount herein before specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost. For the avoidance of doubt, it is agreed that Total Project Cost shall not include the cost of Specified Assets.

"**Total Scheduled Bus Kilometers**" shall have the meaning as set forth

in Schedule-J; "**Training Obligations**" shall have the meaning as set

forth in Clause 23.1;

"**Transfer Date**" means the date of completion of the services under this Agreement or termination of the Agreement by a Termination Notice;

"**Trip Frequency**" shall have the meaning as set forth in Clause20.5.1;

"**Unscheduled Maintenance**" shall have the meaning as set forth in

Clause 17.2.4;

"**User**" means a person who uses or intends to use the Buses on

payment of User Fare or in accordance with the provisions of this

Agreement and Applicable Laws;

"**User Fare**" means the fare payable by users for traveling on

the Bus; "**Vesting Certificate**" shall have the meaning as set

forth in Clause 33.5.

"**WPI**" means the Wholesale Price Index for all commodities as published by the

Ministry of Industry, Government of India and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERD THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:	THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the..... day of 20..... hereunto affixed in the presence of _____Director, who has signed these presents in token thereof and _____ Company Secretary Authorised Officer who has countersigned the same in token thereof:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
(E-mail Address)	(E-mail Address)
In the presence of: 1.	2.

SCHEDULES

SCHEDULE-A: SITE OF THE MAINTENANCE DEPOT

(See Clause 10.1)

1. The Depot Site

1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to the Site shall be prepared jointly by the Authority Representative and the Operator, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

Annex - I

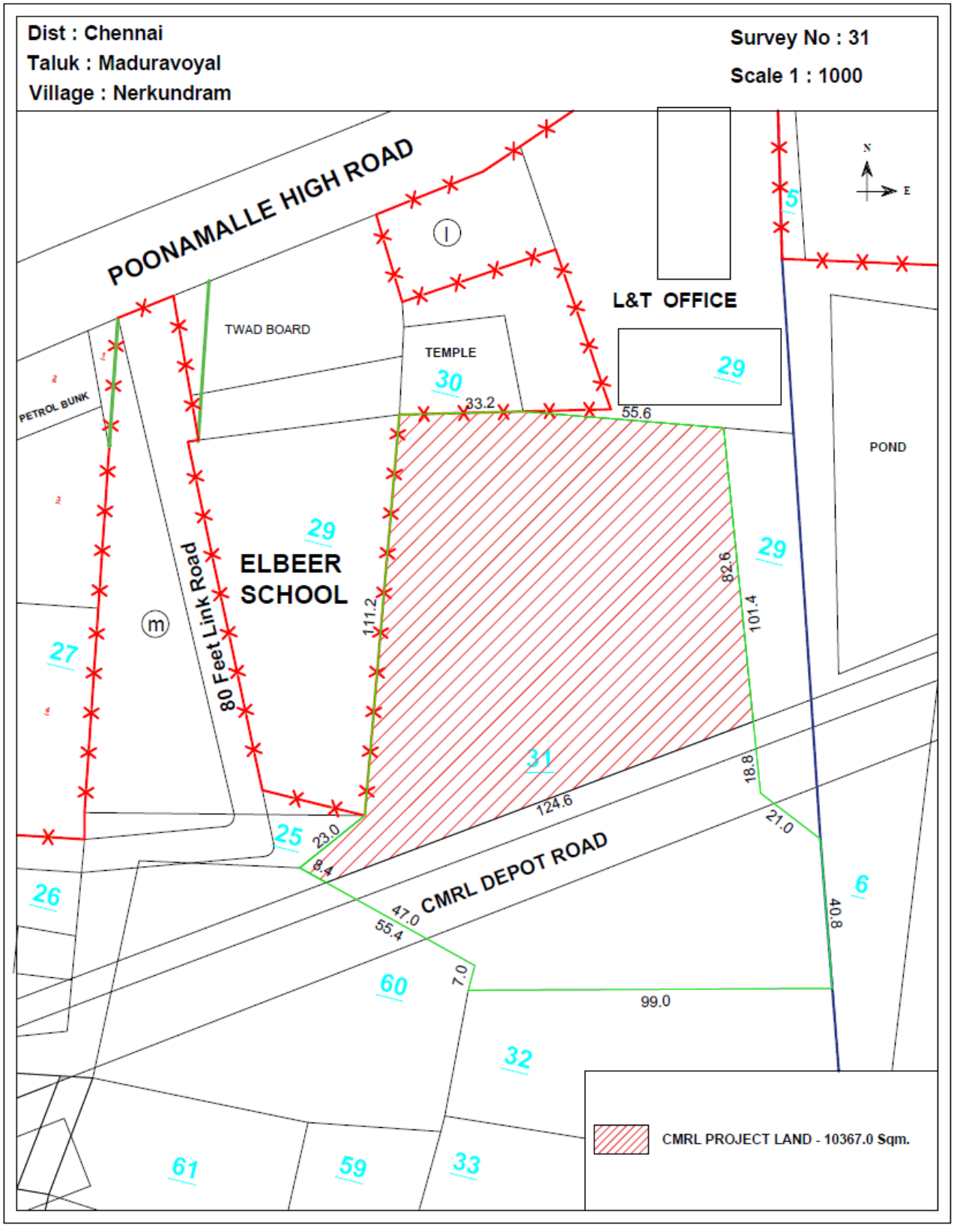
Site of the Depot

The details of the depots are provided in the table below:

Depot Name	**Extent in Sqm**	**No. of buses**	**Timelines***
Koyambedu	10,367	80	During CP period*
Wimco Nagar	4,968	50	
Pallavaram	3,500	50	
Saidapet	3,751	40	
Total	**22,586**	**220**	

*Note: The aforesaid Depots to be handed over to the Operator shall be determined prior to the signing of Concession Agreement. The handing over of the Depots shall be in terms of Article 4.1.2, 10.2.4 and 10.2.5 shall be notified to the Operator at the time of execution of this Agreement.

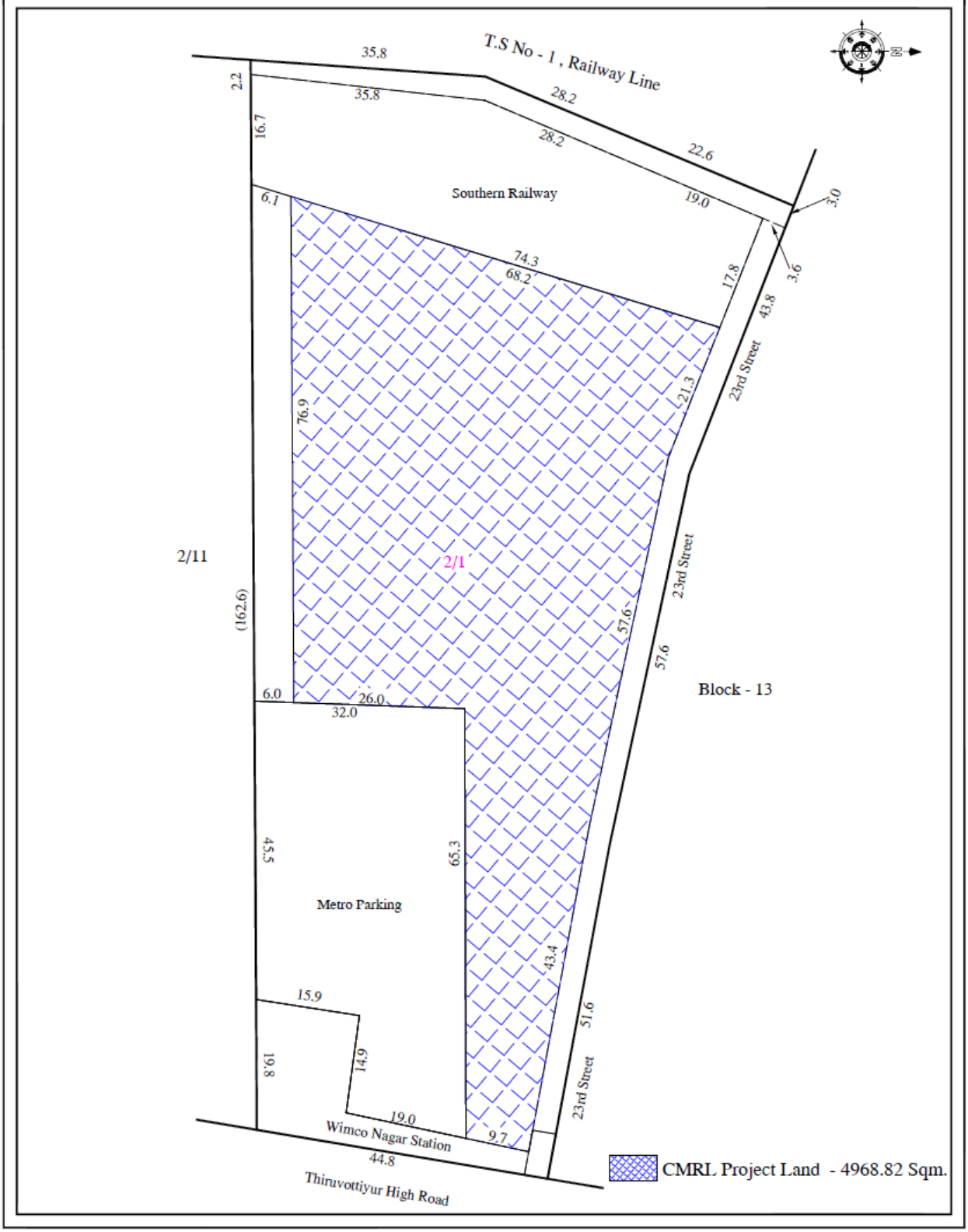
a. Koyambedu


Dist : Chennai
Taluk : Maduravoyal
Village : Nerkundram
Survey No : 31
Scale 1 : 1000
POONAMALLE HIGH ROAD
TWAD BOARD
TEMPLE
L&T OFFICE
PETROL BUNK
POND
ELBEER SCHOOL
80 Feet Link Road
CMRL DEPOT ROAD
CMRL PROJECT LAND - 10367.0 Sqm.
N
E
29
30
31
27
25
26
6
60
32
61
59
33
5
33.2
55.6
111.2
82.6
101.4
124.6
23.0
8.4
47.0
55.4
7.0
99.0
18.8
21.0
40.8

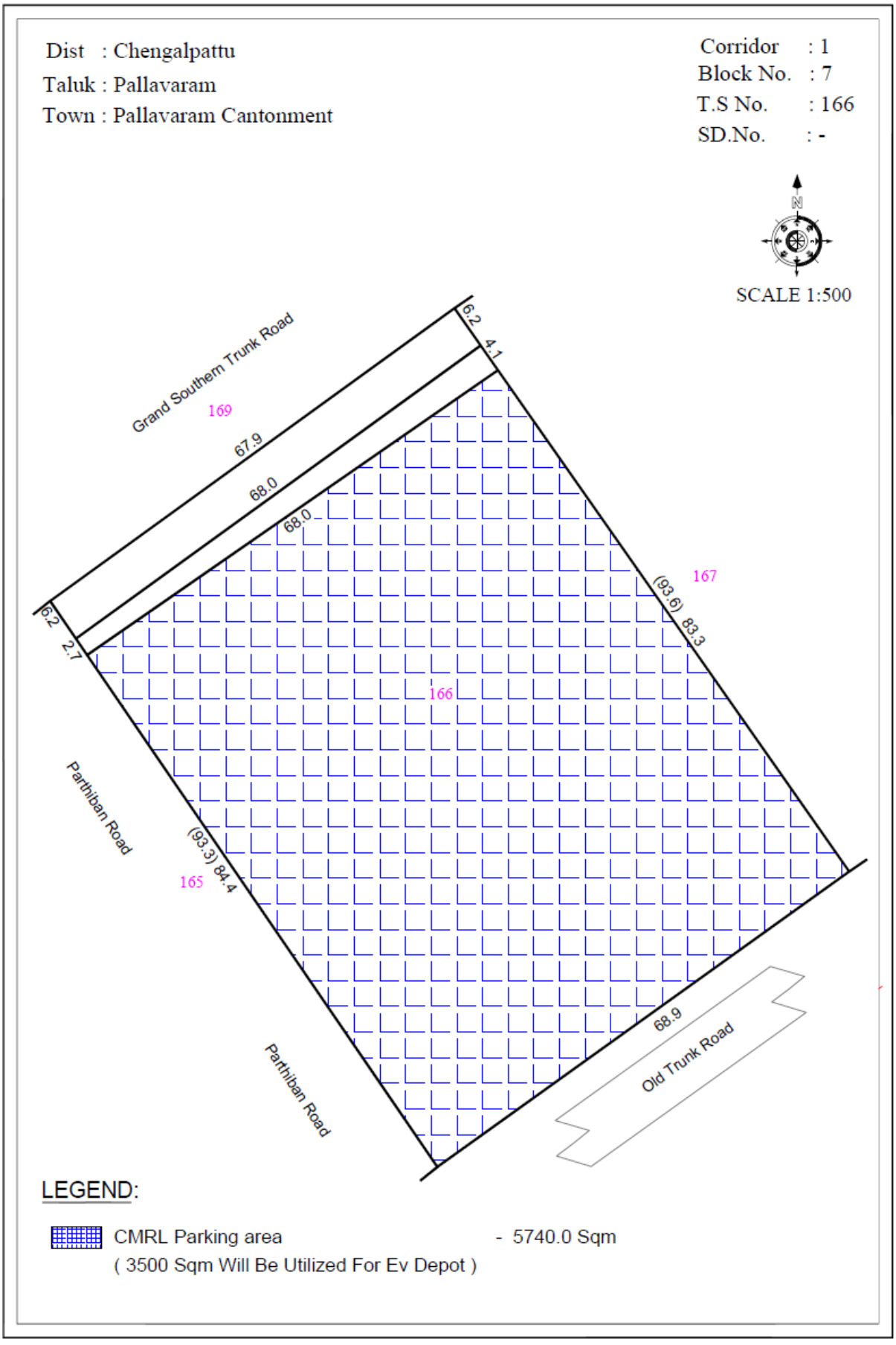
b. Wimco Nagar

District : Chennai
Taluk : Tiruvottriyur
Town :Tiruvottriyur

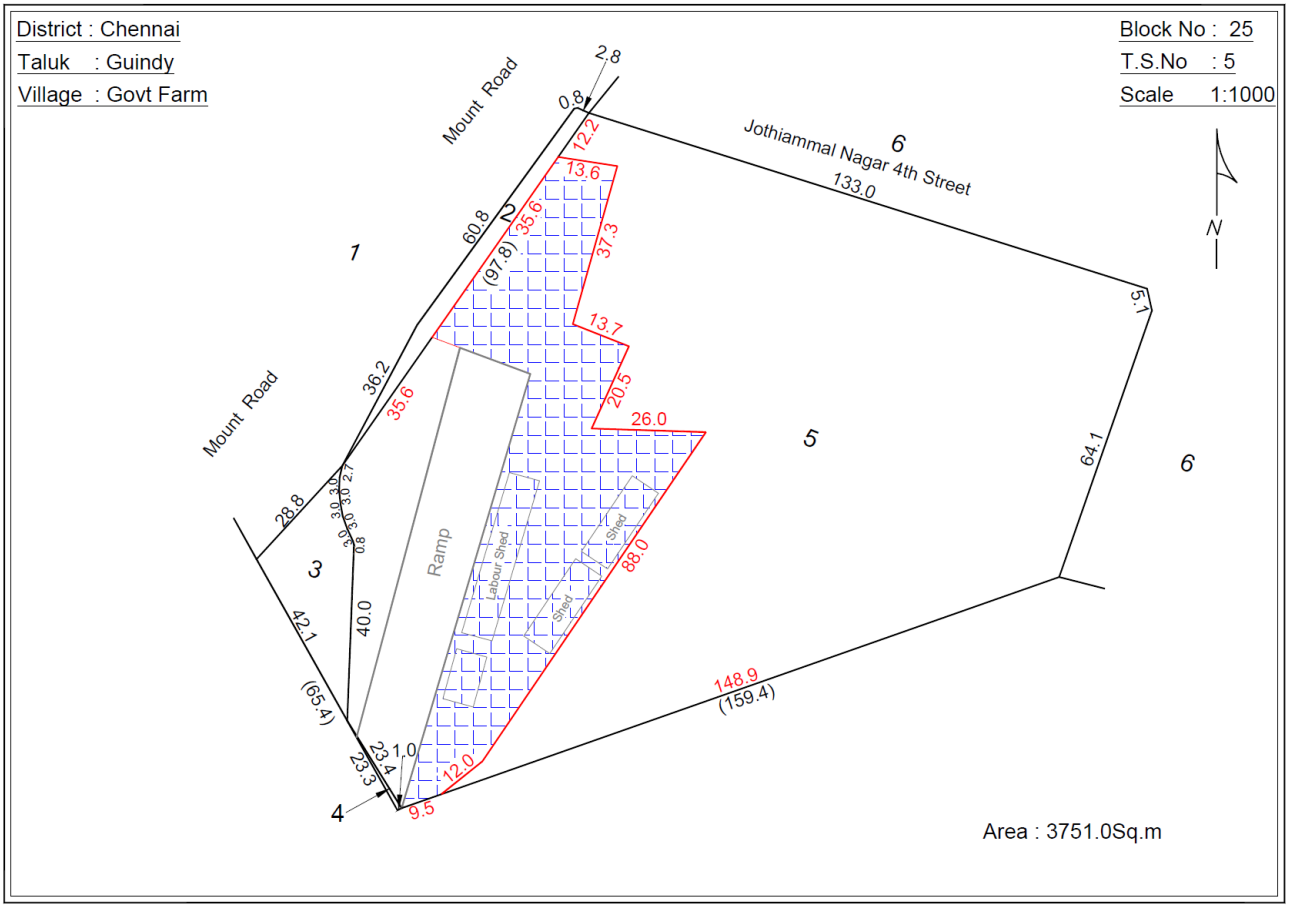
Ward : C
Block No : 14
T.S.No :2/1



c. Pallavaram



d. Saidapet


District : Chennai
Taluk : Guindy
Village : Govt Farm
Block No : 25
T.S.No : 5
Scale 1:1000
Mount Road
Jothiammal Nagar 4th Street
133.0
Mount Road
Ramp
Labour Shed
Shed
Shed
Area : 3751.0Sq.m

SCHEDULE-B: SPECIFICATIONS AND STANDARDS

(See Clause 12.5.1)

1. The Operator shall comply with the Bus Specifications (including specifications for ITS) set forth in **Schedule AA** — Technical Specifications for procurement of Buses.
2. Latest bus specifications, currently [Urban Bus Specifications - II issued by Ministry of Urban Development, GoI in April 2013, the AIS 052 — Bus Body Code issued by the Automotive Research Association of India ("ARAI") in 2015, and the Central Motor Vehicles Rules, 1989], should be followed unless changes are specified to this schedule by the Authority.
3. Subject to the provisions of this Schedule, procurement of Bus shall conform to Applicable Laws and the latest bus specifications published by Ministry of Housing and Urban Affairs, GoI. An authenticated copy of the latest bus specifications has been provided to the Operator as part of the RFP.
4. Deviations from the aforesaid bus specifications shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.
5. Deviations from bus specifications to be devised by the operator to conform with universal accessibility principles and provisions for women's safety- such as installing panic buttons / CCTV cameras / low-floor buses / lower handrails for women / additional space for packages, stollers, wheelchairs.
6. The Operator shall comply with Code of Practice for Bus Body Design and Approval [AIS-052 (Rev 1) & Amendments. 1 to 9], Ministry of Housing and Urban Affairs (MoHUA)'s Harmonised Guidelines and Standards for Universal Accessibility in India 2021, Ministry of Road Transport and Highways (MoRTH)'s Accessibility Guidelines for Bus Terminals and Bus Stops, 2021.

SCHEDULE-C : APPLICABLE PERMITS

(See Clause 4.1.3)

I. The following permits shall be obtained by the Operator:

1. For Buses
   - (a) Commercial Vehicle Permit
   - (b) Certificate of Registration of Buses
   - (c) Certificate of Fitness
   - (d) Bus Insurance
   - (e) Customs Clearance Certificate (if needed)
2. For Maintenance Depot

   Any civil and electrical work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator.

   - (a) Fire safety clearance from Fire Department
   - (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets
   - (c) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
   - (d) Clearance of Pollution Control Board for installation of diesel generator sets
   - (e) License for use of explosives (if needed)
   - (f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed)
   - (g) Clearance of Pollution Control Board for Asphalt Plant (if needed)
   - (h) Any other permits or clearances required under Applicable Laws

II. The following permits shall be procured by the Authority:

1. No Objection Certificate from State Transport Department as applicable, from all concerned governments/authorities
2. Fare Notification
3. Stage Carriage Permit (if applicable in the course of the Concession Period. At present exempted under Sec 56 of the Motor Vehicles Act, 1988)
4. Deleted
5. Applicable permits for Buildings/ Building Plans from concerned (as per requirement)
6. Permission of State Government for cutting of trees (if needed)
7. Permission of State Government for Water supply (if needed)
8. Applicable Environment Clearance from State Government (as per requirement)

SCHEDULE-D : PERFORMANCE SECURITY

(See Clause 9.1)

…… Government of ..... ,

……

……

WHEREAS:

A. **The Managing Director of MTC**, acting through {.....}, [•], and having its head office at {_____} (hereinafter referred to as the "**Authority**" or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{****** Limited}, having its registered office at {.....} represented through its ****** (hereinafter referred to as the "**Operator**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Authority and the Operator are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

B. The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs …… (Rupees only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).

C. We, ...through our Branch at (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator's obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of the ……, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision

that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 60 (sixty) days from one year of COD and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by

post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the 30 (thirty) days from the expiry of the Concession Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____day of_____, 20___ at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-E : MAINTENANCE DEPOT COMPLETION SCHEDULE

(See Clause 12.5.1)

1. Completion Schedule

During Construction Period, the Operator shall comply with the requirements set forth in this Schedule- E for each of the Project Milestones and Scheduled Maintenance Depot Completion Date (the "**Maintenance Depot Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Operator shall notify the Authority of such compliance along with necessary particulars thereof.

2. The following components, inter alia, of the Maintenance Depots shall be periodically reviewed by the Authority post completion and handover of the respective Maintenance Depots:

(a) Structural Work

(b) Electrical Work

(c) IT/Telecom system

(d) Fire safety system

(e) Water supply system

(f) Drainage system

(g) Security System

(h) ETP, waste disposal systems and other systems & its compliances as stated in EHS requirements in Schedule AB

3. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Maintenance Depot Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Maintenance Depot Completion Schedule shall be deemed to have been amended accordingly.

SCHEDULE-F : DESIGN AND DRAWINGS

(See Clause 12.4 and 13.4)

1 Designs and Drawings

1.1 In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule- F; provided that the Designs and Drawings relevant for design review by the Authority as specified in Clause 13.4.2, shall be submitted prior to such review.

1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub- system or equipment thereof (including Fare Collection System) . Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information.

1.3 All Designs shall include maintenance and service manual of the respective sub-systems.

1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form.

1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards.

1.6 All Designs and Drawings shall be in English.

2 Additional Designs and Drawings

If the Authority determines that for discharging its duties and functions under this Agreement, it requires any Designs or Drawings other than those listed in this schedule, it may by notice require the Operator to prepare and furnish such Designs and Drawings forthwith. Upon receiving a requisition to this effect, the Operator shall promptly prepare and furnish such Designs and Drawings to the Authority, as if such Designs and Drawings formed part of this Schedule F.

3 Bus Designs and Drawings

In compliance with the requirement under Clause 13.4.1, the Operator shall provide the following Designs and Drawings:

(i) General schematic Drawings

(ii) Bus offer drawing attached Layout

(iii) Front, rear and both side views of the offered design of the Bus

SCHEDULE-G : DELIVERY SCHEDULE

(See Clause 13.3)

Delivery Schedule for Buses

Lot No.	Type of Bus	Number of Buses	Timeline for delivery of Buses
1	5m AC Buses	Minimum 50% of the Quantity awarded as per the LOA	Within 3 months from Appointed Date
2	5m AC Buses	Minimum 100% of the Quantity awarded as per the LOA	Within 6 months from Appointed Date
3	7m AC Buses	100% of the Quantity awarded as per the LOA	Within 9 months from Appointed Date

The Operators are required to plan the activities like Financial close, prototype testing etc., in such a manner so that the above-mentioned timelines are achieved.

Note:

1. Total number of buses are exclusive of the reserve fleet.
2. The Authority reserves the right to alter the number of buses/ timelines under exigent conditions.

SCHEDULE-H: TESTS

(See Clause 13.5)

1 Tests

1.1 Save and except as otherwise provided in this Agreement, the Operator shall conduct, or cause to be conducted, each of the Tests specified in this Schedule-H.

1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.

1.3 Tests to be conducted on the Prototype or its sub-systems, as the case may be, (the "**Type Tests**") have been specified in Annex-I of this Schedule-H and routine tests to be carried out on all Buses (the "**Routine Tests**") as per the guidelines issued by the Government of India approved agencies from time to time.

1.4 The Operator shall provide the results of all Tests to the Authority for review and comments, if any.

2 Schedule for Tests

2.1 The Operator shall, not later than 4 weeks prior to the likely date of conducting a Type Test, notify the Authority of its intent to conduct the Test and furnish particulars of the equipment and methodology forming part of the Test.

2.2 The Operator shall notify the Authority of its intent to conduct the Type Test, referred to in paragraph 2.1 above, at any time after 4 weeks days from the date of such notice. The notice shall specify the place, date and time of such Test. Upon receipt of such notice, the Authority may, within 15 days of such notice, designate its representative to witness the Test. The Operator shall, whether or not an Authority Representative is designated, conduct the Test in accordance with Article 13.5 and this Schedule-H.

2.3 The Authority may at any time designate its representative to witness any Routine Test on a Bus and the Operator shall, upon receipt of a notice to this effect, undertake such Routine Test on a mutually agreed date, and in the presence of the Authority Representative.

3 Agency for conducting Tests

Save and except as otherwise specified, all Tests set forth in this Schedule-H shall be conducted by the Operator or such other agency or person as it may specify in consultation with the Authority.

4 Tests for Safety certification

Tests for determining the conformity of a Bus with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

5 Acceptance certificate

Upon successful completion of Tests, the Authority shall issue an Acceptance Certificate for the Prototype in accordance with the provisions

of Article 13.

6 MTC may also carry out a test trial of the prototype bus for each type of Bus under this RFP or it can accept test certifications from testing agencies listed under Section 126 of CMVR. The test trial of Prototype is to measure its performance in terms of battery capacity, battery range as well to ensure the compatibility of the charging requirement of electric bus with subsisting bus schedule. In case of any non-compliance in the final Prototype, remedial work shall be immediately carried out by the Operator at its own risk and cost. In the event of Operator not being able to showcase a Prototype meeting RFP specification within 60 days beyond the stipulated date of Prototype delivery, then, it shall be considered an event of default by the operator leading to annulment of the award of contract and termination of the agreement.

Annex - I Type Tests

In addition to the standard Type Tests of ARAI, the following tests shall be conducted for the buses:

S. No.	Applicable Tests	Standard / Regulation
1	Gradeability	AIS 003 & AIS 049
2	Pass by noise	IS 3028 & AIS 049
3	Coast Down Test	IS 14785 & AIS 049
4	Brake, Base line (Part – 3)	IS 11852 & AIS 049
5	Brake static (Part - 4)	IS 11852 & AIS 049
6	Construction and Functional safety requirements	AIS 038
7	Electrical energy consumption	AIS 039
8	Range Test	AIS 040
9	Net Power and Max 30 min power test	AIS 041
10	Safety requirements of Traction batteries	AIS 038
11	EMC	AIS 004 (Part 3) & AIS 049
12	LT Wire	AIS 052 & Flammability test as per IS:2465-1984 or latest

SCHEDULE-I : OPERATION AND MAINTENANCE REQUIREMENTS

(See Clause 16.1.1 and Clause 17.4)

Bus repair and maintenance generally calls for following activities amongst others at varying intervals / periodicity / Km operated by each bus, requirements varying with bus make, model, etc.:

(a) Daily washing and cleaning of buses.

(b) Periodic inspections and rectifications as required.

(c) Preventive Maintenance as prescribed by Bus Manufacturer in form of maintenance schedules at certain time intervals / Km plied - such maintenance generally varies with period / Km plied by various sub- systems of a Bus. As an example, periodicity of some such maintenance schedules and main activities therein are illustrated as under:

  (i) Daily maintenance - oils / lubricants, coolant, air pressure, air inflation, loose fasteners, fitments etc. - check, top up, tighten, as required.

  (ii) Monthly / bi-monthly — [•] /[•] Km operation - All activities of earlier schedules and tyre condition necessary for corrective / preventive actions.

  (iii) Quarterly — [•] Km operation - All activities of earlier schedules and brake system maintenance including but not limited to inspection, servicing, brake lining change / replacement, servicing of other brake system items, greasing etc.; vehicle electrical, lighting, alignment, etc.

  (iv) Six monthly – [•] Km - All activities of above schedules, and activities related to steering, axles, transmission, tyres, drive line, etc.

  (v) Yearly — [•] Km - All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions.

  (vi) Bi-annual / annual - Certification of road worthiness of buses - Initial periodicity being after two years for up to certain age then annually.

  (vii) Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience.

(d) Running repairs upon driver complaints/ report etc.

(e) Break down repairs on-site of Bus failures.

(f) Towing of failed Bus to a depot workshop and repairing the bus failures.

(g) Accidental vehicles' towing and or repairs.

(h) Preparation of buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole.

(i) Bus body and related items repairs / replacements etc. on the basis of periodic inspections / crew reports/ general presentation aspects / operational problems

reported by commuters / any other stake holders, etc.

(j) Major repairs /calibrations of bus aggregates such as rear axle, traction motor, etc.

(k) Replacement of failed aggregates with new / serviceable ones.

(l) Removal, dismantling, repairing, assembling and re-fitment of tyres and rims to buses.

(m) Repair, replacement of electrical, electronic, ITS, lighting, etc. items, subsystems etc.

(n) Removal, replacement of items failing due to operational wear and tear, such as brake and clutch lining, etc.

(o) Repair / replacement of seats, upholstery; cleaning, dusting and washing upholstery.

(p) Denting / painting of buses as per requirement.

(q) Reconditioning of Bus aggregates such as transmission, axles, steering system, electrical, etc.

(r) Retrieval of spare parts during / for above processes.

(s) Repair and re-treading of tyres / repair of tubes.

(t) Major accidental repair of buses including chassis, bus body and related items.

(u) Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.

(v) Any other activity related to operation and maintenance of buses.

(w) Infrastructure and other requirements for repair and maintenance functions of Bus, such as:

(i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc.

(ii) Other facilities as under:

a. Washing facilities complete with washing machine, water storage and treatment facilities, etc.,
b. Charging infrastructure,
c. Service pits / ramps etc.,
d. Painting facilities,
e. Welding - electric arc and oxy-acetylene gas based,
f. Tyre repair facilities,
g. Air compressor and air inflation facilities,
h. Utilities, administrative, accounts, stores, and other related facilities, and
i. Breakdown van / recovery / towing vehicle etc.
j. Depot yard lighting- high mast type, search lights etc.

(iii) Operator Control Centre facilities duly equipped with microprocessors, communications and other related facilities.

(iv) Trained staff for various trades and shifts of work.

(v) Documents, schedules, manuals etc. for maintenance activities; specifications of spares, etc.

SCHEDULE-J : DEPLOYMENT PLAN

(See Clause 16.5)

The Deployment Plan should include list of Operational Routes including schedule of buses, description of bus stops frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.[11]

Route Number	From	Via	To	Span of Operations	Number of Buses	Headway	List of Bus Stops

Additionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.

SCHEDULE-K : SAFETY REQUIREMENTS

(See Clause 18.1)

1. General Safety Requirements

1.1 The Operator shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Authority all safety requirements related to the Bus Service in accordance with all Applicable Laws.

1.2 Without prejudice to the Operator's obligation to ensure all the safety aspects during the Bus Operations, the Operator shall:

(a) comply with Applicable Laws;

(b) undertake all necessary measures to ensure the safety of all the passengers, contractors, staff and the general public; and

(c) consult with Authority and adopt the requirements of the emergency services;

2. Safety Planning

The Operator shall participate in any safety and emergency planning with relevant third parties, which shall include the Authority and the emergency services which together makes a forum. This forum will consider and agree the safety related matters and safety risks associated with the Project, consult with relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

3. Safety Management

The Operator shall develop safety procedures for the Project and shall implement the safety procedures throughout the Concession Period.

4. Applicable Laws

The Operator shall, after prior consultation with the Authority, implement all alterations to the Bus Service which are required by any Applicable Laws which comes into force after the Effective Date relating to safety.

4.1 The Operator along with its Sub-Contractors shall comply with all the statutory requirements.

5. Response to Emergencies

The Operator shall react safely and quickly to emergencies in all aspects of the Project.

5.1 The Operator shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.

5.2 The Operator shall develop an Emergency Management Plan that sets out its predetermined actions to provide a response to a major crisis or emergency occurring at Maintenance Depots, and en-Route Buses (the "**Emergency Management Plan**").

5.3 In developing the Emergency Management Plan, the Operator shall consult with all relevant Government Instrumentalities, emergency services and local authorities.

5.4 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.

5.5 The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

6. Reporting of Incidents

The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, severe accidents, injuries, and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

6.1 The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, sexual harassment, fatalities, injuries, and dangerous occurrences.

SCHEDULE-L: MAINTENANCE DEPOTS EQUIPMENT

(**See Clause 17.1**)

The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.

S. No.	Equipment
1.	Washing pumps with guns
2.	Fully automatic two/ three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system
3.	Heavy duty vacuum cleaner
4.	Fire safety equipment set
5.	Air compressor
6.	Paint booth complete with environment control, paint drying system, etc.
7.	Lathe machine complete with general tools, jigs and fixtures (optional)
8.	Radial drilling machine (optional)
9.	Brake drum turning / re-boring machine (optional)
10.	Hydraulic press
11.	Brake efficiency assessment system
12.	Wheel alignment
13.	Head light beam aligner
14.	Grease pump (Air operated)
15.	Hand held grease pump
16.	Pedestal mounted and portable digital, with auto cut-off, tire inflation system
17.	Nitrogen tire inflation
18.	Tire - wheel rim dismantling and assembling system / tyre changer
19.	Wheel balancing equipment
20.	Auto electrical test bench
21.	AC gas charger with AC gas cylinders
22.	Battery charger auto cut-off system
23.	Battery tester
24.	Multi-function tester
25.	Hydraulic jack
26.	Hydraulic pallet trolley
27.	Battery operated forklift truck
28.	Break down relief van
29.	Power cutter
30.	Pneumatic impact tools kit
31.	Portable electric welding machine
32.	Portable gas welding machine

S. No.	Equipment
33.	Full set of hand tools, including torque wrench, measuring instruments, gauges
34.	Riveting tools, hand drills, riveting guns / equipment
35.	Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities
36.	Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices,
37.	Storage facilities for: new materials, spares, aggregates, tyres, oils and lubricants repairable as above scrapped and disposable items as above
38.	Vehicles for transportation of materials, stores and spares
39.	Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software
40.	1 (one) Simulator for driver training in each Depot
41.	Capacity building /training facilities and equipment
42.	Complete set of workmen cupboards, rest room facilities
43.	Office furniture, cup boards, all other office requirements
44.	All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices
45.	Vehicles for officers, checking, attending to alerts /emergencies
46.	Safety and security equipment / facilities (CCTV (Min 5 Mega Pixel) covering entire Depot including interior of Buildings to be provided by Operator and live feed to be shared to Authority.)
47.	Water cooler with water filter / purifier
48.	Desktops and laptops, printers, related hard ware and software

Additionally, the operator shall set up administrative and training facilities at the maintenance depots for monitoring of operations, staff training and resting facilities and incident management at the depots.

SCHEDULE-M : ESCROW AGREEMENT

(See Clause 27.1)

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

AMONGST

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

_____(name and particulars of the Escrow Bank) and having its registered office at (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

_____(name and particulars of Lenders' Representative) and having its registered office at _____ acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (herein after referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

The Authority of_____, represented by _____ and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

The Operator, Lender Representatives, the Escrow Bank and the Authority shall collectively be referred as Parties and individually as Party, as the context requires

WHEREAS

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated

..... with the Operator (the "**Concession Agreement**") for procurement, supply, operation and maintenance of _____low floor electric buses and development of allied electric and civil infrastructure on gross cost contracting and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms

and conditions set forth in the Financing Agreements.

(C) The Concession Agreement requires the Authority and the Operator to execute this Escrow Agreement, *inter alia*, on the terms and conditions stated therein.

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

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

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

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Contract**" means the Concession Agreement and annexed hereto as Annex-A, and shall include all of its contents including any amendments made thereto, Recitals, Schedules in accordance with the provisions contained in this behalf therein;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party to cure the breach or default specified in such notice;

"**Designated Account**" shall mean the account created by GoTN under the Government Order

"**Designated Cash Flow**" shall mean any and all monies/amounts received, receivable and/or to be received directly or indirectly, in any form, including cash, cheques, demand drafts, pay orders, electronic transfer or in any other form and all such monies/amounts, with respect to the following.

(a) an amount to maintain the Minimum Escrow Balance;
(b) any other deposits/amounts made by the Authority for the Project
(c) all grants, payments and financial support received from the State

Government in relation to the Project;

(d) all revenues generated and all the income accruing from the Project including but not limited to the User Fare and advertising revenue, deposits, etc. ; and

(e) any other revenues or capital receipts from or in respect of the Project.

"**Escrow Account**" shall mean and include the account which the Authority shall open and establish with the Escrow Bank in relation to the Project and shall be an interest-bearing current account having account number as specified in **Annex A** opened and maintained with [__branch] of Escrow Bank, which shall be operated on the terms and conditions contained in this Agreement and as per Applicable Laws in which flows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be in accordance with the provisions of the Contract.

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Financial Institution/Third Party**" means, in relation to any payment an entity appointed by the Government of Tamil Nadu pursuant to the Government Order

"**Govt Order/Notification**" shall mean Government of Tamil Nadu vide Government Order No.

"**Minimum Escrow Balance**" shall mean deposit in the Escrow Account a sum equal to 3 (three) months' estimated Fees payable under the Contract by the Authority to the Operator.

"**Parties**" means the parties to this Agreement collectively and "Party shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Project**" means the supply, operation and maintenance of Buses and the Fit Out Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of the Contract and includes all works, services and equipment relating to or in respect of the Scope of the Contract.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the

context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Contract shall apply,
mutatis mutandis, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Authority hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Authority hereby declares that all rights, title and interest in and to the Escrow Accounts shall be vested in the Escrow Bank and held in trust for the Authority, Lenders' Representative and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Accounts during the term of this Agreement and shall treat the amount in the Escrow Accounts as monies deposited by the Operator, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this

Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within {insert number of days} days from the date of this Agreement, and in any case prior to the Appointed Date, the Authority shall open and establish the Escrow Account with the... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Authority shall, after consultation with the Operator and the Authority agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.3.4 The Authority covenants, that in the event of shortfall of the Minimum Escrow Balance in the Escrow Account at any time during the duration of this Escrow Agreement, the Escrow Bank shall have irrevocable authority to intimate the "Financial Institution/Third Party" that the Escrow Account is short of such amount as is required to maintain the Minimum Escrow Balance and the "Financial Institution/Third Party" shall upon mere intimation from the Escrow Bank in this regard without any further confirmation from the Authority, transfer such amount as is required to maintain the Minimum Escrow Balance in the Escrow Account.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Parties. Such fee and expenses shall be appropriated from the Escrow Accounts in accordance with Clause 4.1.

2.5 Rights of the parties

Save and except as otherwise provided in the Concession Agreement, The rights of the Authority, the Lenders' Representative and the Operator

in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Operator shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Operator

The Parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNTS

3.1 Deposit by the Authority

3.1.1 The Authority agrees and undertakes that it shall ensure that the Escrow Account shall have a sum equal to 3 (three) times the (1) one month estimated Fee payable to the Operator on the first day of every month ("Minimum Escrow Balance") and the Authority shall deposit or cause to be deposited into and/or credit the Escrow Account a sum so as to maintain Minimum Escrow Balance.

3.1.2 The Authority agrees and undertakes that it shall deposit or cause to be deposited into and/or credit the Escrow Account every month the Designated Cash Flow amount.

3.1.3 Any amounts towards Termination Payment due to the Operator.

3.1.4 All payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Authority in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

3.3 Deposit by the Operator

(a) All money received in relation to the Project from any source, including the

Senior Lenders, Lenders of Subordinated Debt and the Authority;

(b) Amount received amount towards insurance claims, if any, received.

3.4 Deposit from the Designated Account

Amount towards ensuring Minimum Escrow Balance from the Designated Account in terms of Clause 22.6.1 of the Concession Agreement.

3.5 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the Bus Supplier/OEM under and in accordance with the express provisions contained in this behalf in the financing agreements.

4 WITHDRAWALS FROM ESCROW **ACCOUNT**

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month or at such intervals as the Authority may by written instructions determine, the amount standing to the credit of the Escrow Account shall be withdrawn and appropriated in the following order by depositing such amounts for making due payments and if such payments are not due in any month, then retain such monies in the Escrow Account and pay out therefrom on the Payment Date(s):

(a) All taxes due and payable by the Operator for and in respect of the Project;

(b) All Fees due and payable to the Operator subject to and in accordance with Article 22 certified by the Authority as due and payable to it;

(c) All payments and Damages certified by the Authority as due and payable to it by the Operator; and

(d) Balance, if any, in accordance with the instructions of the Authority.
Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.2 Withdrawals upon Termination

Upon Termination of the Contract, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, shall be appropriated in the following order:

(a) all taxes due and payable by the Operator for and in respect of the Project;
(b) 90% (ninety per cent) of Debt Due;
(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;
(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;
(e) outstanding Debt Service including the balance of Debt Due;
(f) incurred or accrued Fees;
(g) any payments due and payable to the Authority;
(h) any other payments required to be made under this Agreement; and
(i) balance, if any, in accordance with the instructions of the Authority.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

15 (fifteen) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Authority as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances and any anticipated shortfall in the Escrow Account as at the close of business on the immediately preceding business day. In the event of any such shortfall, the Authority shall meet the same by crediting adequate sums to the Escrow Account from its own financial sources.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority upon a certificate signed by or on behalf of the Authority;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 7 (seven) business days after receipt, deliver a copy to the Authority acting through..... (name to be specified by the Authority) of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other person hereunder or in connection herewith; and

(d) shall, within 7 (seven) business days after receipt, deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Accounts. For the avoidance of doubt, it is hereby

acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Authority Default

Following events shall constitute an event of default by the Authority (an "Authority Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Operator:

(a) the Authority commits breach of this Agreement by failing to deposit any monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 30 (thirty) business days;

(b) the Authority causes the Escrow Bank to transfer funds to any account of the Authority in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or

(c) the Authority commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.1 Operator Default

Following events shall constitute an event of default by the Operator (an "**Operator Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Operator causes the Escrow Bank to transfer funds to any account of

the Operator in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days;

(b) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.2 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator and thr to the Escrow Bank, remain in full force and effect for the duration of the Contract.

7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than 30 (thirty) days prior notice to the Escrow Bank, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank..

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Authority made on or after the payment by the Authority of all outstanding amounts under the Contract including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments from the Operator and/or holders of the sub-accounts as the case may be, close the Escrow Account and pay any amount standing to the credit thereof to the Authority.

Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from the Escrow Account pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the restrictions on withdrawals by the Operator or the Authority in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, 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.

9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract.

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge

of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 7 (seven) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai ("**the Rules**")or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The venue of arbitration shall be Chennai and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Chennai shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the parties

11.5 Waiver

Waiver by any party of a default by another party in the observance and performance of any provisions of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of the provision of or obligations under this Agreement.

(b) Shall not be effective unless it is in writing and executed by a duly authorised representative of the party and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

11.6 No third-Party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights here under,

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly

as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The addresses for service of each Party, its facsimile number or e-mail, are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Operator by

(Signature)

(Name)

(Designation)

In the Presence of

1.

2.

AGREED, ACCEPTED AND SIGNED

For and on behalf of Authority by

(Signature)

(Name)

(Designation)

For and on behalf of ESCROW BANK by:

(Signature)

(Name)

(Designation)

For and on behalf of LENDER by:

(Signature)

(Name)

(Designation)

SCHEDULE-N : STAFFING QUALIFICATIONS

(See Clause 5.13)

1. Drivers:

The Operator to ensure that the driver complies with the following conditions:

(a) Must be a holder of a valid driving license in accordance with Applicable Laws for at least 2 years preceding the date of employment; (the Operator to submit copies of the licenses of all such drivers appointed by it to the Authority for its record);

(b) Should possess minimum [eight standard qualifications] and any other educational/ other requirements such as Public Service Vehicle (PSV) badge as prescribed under Applicable Law;

(c) Should possess minimum 2 years' experience of driving heavy transport vehicles in India;

(d) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;

(e) Should not have any pending cases related to fatal accidents or other criminal activities due or have his/her license suspended at any time during the last 3 years preceding Date of Employment; and

(f) Should meet all requirements specified under Applicable Laws including without limitation, the Central Motor Vehicle Rules, 1989.

(g) The male driver should produce a conduct certificate from a police station; women drivers are encouraged to apply.

SCHEDULE-O: VESTING CERTIFICATE

(See Clause 33.5)

1. The (the "**Authority**") refers to the Contract dated*** (the "**Contract**") entered into between the Authority and …… (the "**Operator**") for (hereinafter called the 'Project').

2. The Authority hereby acknowledges compliance and fulfilment by the Operator of the handback requirements set forth in Article 33 of the Contract on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever. Should not have any pending cases related to fatal accidents or traffic fines due or have his/her license suspended at any time during the last

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the handback requirements and/or relieving the Operator in any manner of the same.

Signed this _____ day of _____, 20____ at _____

SIGNED, SEALED AND DELIVERED	AGREED, ACCEPTED AND SIGNED
For and on behalf of Operator by	For and on behalf of Authority by
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)

In the presence of:

1.

2.

SCHEDULE-P: INTELLIGENT TRANSPORT SYSTEM

(See Clause 19.7)

1. On-Board Devices

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the on-board devices on each bus in accordance with the specifications listed in Annex 1 of this Schedule–P.

2. ITS- Requirements for Public Transport Vehicle Operations

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the data monitoring system comprising of all equipment and services listed in Annex 2 of this Schedule– P.

3. Parameters and Data standards

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.

4. Communication between ITS Equipment and ITMS Cloud

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the communication guidelines specified in Annexure 3 of Schedule AA (Technical specifications).

Annex – 1

On Board Devices

i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below:

Sr. No	Type of Equipment	7m/ 5m Buses (Qty)	Remarks
1	Passenger Display Boards	4	
2	Speaker	2	
3	Amplifier	1	
4	Single Control Unit (SCU) / On Board Unit (OBU)	1	
5	Driver Display Unit (DDU)	1	
6	CCTV with MDVR	3	Internal and External with minimum 30 days backup storage
7	Panic Button	Each row of the Seat	As per AIS 140 Specifications
8	Camera based Automatic Passenger Counters (APC)	1	At each door
9	Fare Collection System	1 each	As specified in Schedule AA.

ii. The ITS equipment installed in the buses should provide location accuracy up to 5 meters.

iii. The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator.

iv. The Operator shall ensure that real-time vehicle location data, trip data, and other operational data are made available to the Authority and other Government agencies designated by the Authority through standard APIs or other secure data-sharing mechanisms to facilitate integration with Government platforms, control centres, and mobility applications.

v. The Authority shall provide all the information related to route and Passenger Information System (PIS) to the Operator.

vi. The camera based passenger counter shall be integrated to the ITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.

vii. Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification

document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer).

viii. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The Reverse Parking Alert System (RPAS) shall comply with provisions of AIS 145. The indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.

ix. ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3

x. Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.

xi. Fare Collection Software is developed by the Authority/CMRL, and the Operator shall ensure seamless integration between the hardware and the software developed by CMRL

Annex – 2

ITS- Requirements for Public Transport Vehicle Operations

i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) — Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, Camera Surveillance System and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.

ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Authority. The bidder shall give the Authority access to real time raw data feed from buses and support the Authority in integrating feed from the buses procured under the concession to centralized Intelligent Transit Management Systems (ITMS) to ensure monitoring of services and KPIs set out under Article 20 of the Agreement.

Annex - 3

List of parameters and data standard

The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Authority. The list of CAN data parameters shall be shared over and above the vehicle location data through the on-board telematics system.

Electric bus (eBus) performance and safety are directly linked with the battery performance. The usage of eBus battery under sub-optimal conditions can directly influence the performance as well as life of the battery. Analysis of the impact of different stress factors (Battery temperature, C-rate, DOD, and SOC) on the battery can help in getting more insights into the degradation mechanism and battery aging (i.e. Calendar and Cyclic aging). Monitoring and analysis of some of the battery parameters during eBus operation is important to ensure optimal battery life and eBus performance along with a high level of safety. As the Battery Management System (BMS) of the eBus battery monitors all the critical parameters of the battery during eBus operation, the availability of these data with the Authority will help in better planning of eBus operation and charging strategies and ensure safety of operations. The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec to the centralized ITMS server.

1.	Timestamp
2.	Odometer reading
3.	Vehicle Status
4.	SoC (State of Charge)
5.	SoH (State of Health)
6.	Speed
7.	Acceleration
8.	Voltage (pack and cell level)
9.	Current (pack and cell level)
10.	Power
11.	Charger Current
12.	Charger Voltage
13.	Ambient temperature
14.	Battery Cell temperature
15.	Motor temperature
16.	BMS error
17.	Coolant Temperature

The Operator shall provide for communication of additional parameters (if any) as per the requirement of the ITMS platform.

SCHEDULE-Q : SUBSTITUTION AGREEMENT

(See Clause 35.4)

THIS SUBSTITUTION AGREEMENT is entered into on this the ……. day of 20….

AMONGST

1 The _____, represented by [• and having its principal offices at *****] (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

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

3 (name and particulars of Lenders' Representative) and having its registered office at,acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated .....with the Operator (the "**Concession Agreement**") for procurement, supply, operation and maintenance of _____low floor electric buses and development of allied electric and civil infrastructure on gross cost contracting and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Agreement**" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Financial Default**" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Operator for a minimum period of 3 (three) months;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1; and

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Operator hereby agrees to assign the rights, title and interest in the Contract to, and in favour of,the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE OPERATOR

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Operator by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Operator by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Operator either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Operator (the "Notice of Financial Default") along with particulars thereof and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Operator for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Operator by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Operator and undertake the operation and maintenance of the Project in accordance with the provisions of Article 16 and 17 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake

Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Operator by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Operator, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Operator Default

3.3.1 Upon occurrence of an Operator Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Operator by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Operator towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Operator, the Nominated Company shall be required

to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Contract; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Contract in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Operator.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Operator. The Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Contract in favour of the Nominated Company. The Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Operator's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Operator shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Operator in the event of such Nominated Company's assumption of the liabilities and obligations of the Operator under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 32 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company accept,le to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realization of Debt Due

The Authority and the Operator hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Operator, without any further reference to or consent of the Operator, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the 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 the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement,

materially and adversely affecting the performance of the Operator's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Nani Palkhivala Arbitration Centre, Chennai (the "**Rules**") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be *** and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at *** shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it

in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 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.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to

agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it bycourier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

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

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

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ……, Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of AUTHORITY by:
(Signature)

(Name)

(Designation) (Address)

(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the Lenders' Representative:
(Signature)
(Name)
(Designation)
(Address)
(e-mail address)

In the presence of:
1.

2.

[$] To be affixed in accordance with the articles of association of the Operator.

SCHEDULE-R : STATEMENT OF VARIATION IN ELECTRICITY COST (ANNUAL)

(See Clause 22.5)

Period		
A	**Total Bus Kilometers operated during the period (kms)**	
B	**Electricity Units consumed for Buses Charging Infrastructure under the Project (kWh)**	
C	**Allowed Energy Consumption for Bus Charging = [A x Specific Energy consumption] (kWh)**	
D	**Minimum of the B and C (kWh)**	
E	**Current Tariff approved by State Electricity Regulatory Commission for the period (including taxes, cess, duties etc.) (Rs./kWh)**	
G	**Tariff included in the PK Fee (Rs./kWh)**	
H	**Electricity input cost reimbursable by Authority [D x (E – G)] (INR)**	

In case Opportunity Charging takes place outside the Maintenance Depot, then include the units consumed and amount paid for the same at respective places above.

Name & Designation of the Authorised Signatory:

Date of Submission: _

SCHEDULE-S : OPERATIONAL INFRACTIONS

(See Clause 20.8)

A. Lost Kilometers

For any missed Trip or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip,shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the kilometres for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the kilometres of the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

"LOST KILOMETERAGE CLASSIFICATION & CAUSES – DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)

   In service kilometres not operated due to Operator staff causes may include (but is not limited to):

   a) Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
   b) Sickness on duty (part loss).
   c) Suspension of driver (with-out replacement).

2. Mechanical (Deductible)

   In service kilometers not operated due to mechanical causes may include (but is not limited to):

   a) Insufficient buses to cover the service.
   b) Non-serviceable bus.
   c) Breakdowns en-route.

3. Data Unavailability (Deductible)

   In case desired operational data and vehicle health monitoring data is not shared as per the requirement specified in the table below:

   Table: Parameters for Vehicle Health Monitoring:

Sr No	Parameter	Data Type	Units	Frequency
1	Odometer reading (instrument cluster/CAN)	Numeric	Km	
2	Vehicle Status	text		
3	Traction Battery Data (As per AIS 038, revision 2, amendment 3)			
a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Numeric	Percent	
b	Battery Voltage	Numeric	Volts	
c	Battery Current	Numeric	Amperes	
d	Battery Temperature	Numeric	degree Celsius	
e	Depth of discharge (DoD)	Numeric	Percent	
f	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Numeric	Percent	
g	Energy generated via Regenerative Braking			
4	Ambient temperature	Numeric	degree Celsius	
5	Vehicle Speed	Numeric	Kmph	
6	Acceleration Data	Numeric	m/s2	
7	Braking Data	Numeric	m/s2	
8	Charging Status (it can be pushed viaBMS)	text		
a	Charging Start Time			
b	Charging End Time			
c	Charging Power	Numeric	KW	
d	Charging Current	Numeric	Amperes	
e	Charging Voltage	Numeric	Volts	
9	Cell/Pack temperature	Numeric	degree Celsius	
10	Motor Current and Voltage	Numeric	degree Celsius	
a	Motor Current and Voltage while			
	motoring			
b	Motor Current and Voltage while braking			
11	BMS error/charging fault	Text		
12	Health status of PIS	Text		
13	Heath Status of BMS			
14	Heath Status of ITS			
15	Heath Status of VTS			
16	Door open/ closed status	text		
a	Driver Side			
b	Passenger Side			
c	Rear Left			

d	Rear Right			
17	Cabin temperature	Numeric	degree Celsius	
18	Motor Speed	Numeric	rpm	
19	Diagonostic Trouble Codes	Code - Alphanumeric Description - Text		
20	Charge Discharge Cycle	Numeric		
21	Distance to empty/residual range			

Data availability for every fleet below 98% (ninety eight percent) in any month 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un- capped category.

4. Other Deductibles

In service kilometers not operated due to something over which the Operator has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):

a) Staff error or unauthorized curtailments by staff.
b) A bus blocked in the garage and unable to depart on time.
c) A bus running got discharged en-route.
d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
e) Where the reason for the lost Kilometers is unknown or is in doubt.

5. Traffic (Non-Deductibles)

a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
b) Deleted
c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault of operator's driver.

6. Other Non-Deductibles

In service kilometers not operated due to something beyond the Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) Incidents

Any kilometers losses resulting from incidents reportable to MTC.

In case of strike / Bandh if bus and driver are available for duty but bus could not be operated.

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, engineers action etc.

b) Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions. Losses arising from traffic congestion caused by these events will be classified as non-deductible.

c) Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked.

Losses arising from traffic congestion caused by these events should be classified as non-deductible.

Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the

table set out below.

Infraction:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction".

The deduction for each Infraction shall be made in terms of the table set out below:

Sr. No.	**Category of Infraction**	**Reference Table for Infraction In Annexure**	**Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)**	**Time to Resolve for next higher slab in terms of Clause ...of this Schedule (Bus related infraction)**
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	10,000/-	One day
7	G	Table G	50,000/- + Actual expenses to be borne by the operator.	One day
8	H	Table H	500/- to 10,000/-	As detailed out in Table H

Note:

a. Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table). Infractions can be identified by MTC, a nominated person, on visual checking, electro-mechanical reviews, reports from MTC/passenger feedback and data from the data base of MTC.

b. MTC shall have access to Operator's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Operator, or bus inspections at terminal points along the route during service hours.

c. The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, and G are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

d. In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Operator not to operate the vehicle till rectification of the bus related to infractions.

e. Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.

f. All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, G and H shall be non-capped.

g. The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

h. If ITS equipment found switched off or not operated, then payment for that trip will not made.

CATEGORY WISE LIST OF INFRACTION

Table A : Category "A" Infraction

Sr. no.	Description of the infraction
	Safety
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing/ non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
	Operations
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by MTC
16	Late out of bus more than 15 minutes at the time of turn out.
Quality	
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in operating condition

Table B: Category "B" Infraction

Sr. no.	Description of the infraction
	Safety
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers

Sr. no.	Description of the infraction
	Operations
5	Parking Stage Carriage Buses in places other than those prescribed by MTC
6	Deviating from the route of a service without the prior authorization or instruction of MTC/ Police without due cause
7	Roof leakage , Surveillance system not working/ recording, CCTV defect
8	Vehicle Tracking System defect
	Quality
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows Rattling
11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus
12	Display of slogans, posters on the bus without prior approval of MTC.
13	Running the bus with a lux level less than 70 in the saloon area

Table C: Category "C" Infraction

Sr. no.	Description of the infraction
	Safety
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out
	Operations
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents- If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day.
13	Air conditioning system defective en-route (AC buses)
	Quality
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division,
	MTC.
15	To place advertising material not authorized by MTC or to infringe regulations regarding advertising material in vehicles.

Sr. no.	Description of the infraction
16	Failure to refurbish the bus after sixth year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements

Table D: Category "D" Infractions

Sr. no.	Description of the infraction
	Safety
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
3	Failure to deliver incident information on time, as required by MTC as specified in the Operator's Agreement
4	To refuse to accept the visits of MTC inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to MTC/ Police in relation to accident/s, injury to persons, damage to public / third party property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

Table E: Category "E" Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F: Category" F" Infraction

Sr. No.	Description of the infraction
1	"Serious nature of breakdowns" means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.

Table G: Category "G" Infractions

Sr. No.	Description of the infraction
1	"Fatal Accidents" means any incident in which bus involved on road/ inside MTC's depot / parking premises, which causes death to passengers / pedestrians.

Table H: Category "H" Infractions

Sr. No.	Description of the infraction	Penalty Amount (INR)	Remarks
1	Non-functioning of FCS at the start of the shift and not rectified within 1 hour	10,000/-	Per incident Per Shift per Bus
2	Non-functioning of FCS, en-route and not rectified within 1 hour	3,000/-	Per incident for every one hour per Bus
3	Skipping of bus stops/ not stopping at the request of passengers en-route for alighting/ boarding.	1,000/-	Per compliant
4	Driver not ensuring user fare payments by commuters at FCS device including tap-in **or** permitting commuters on-board even after failure of ticket/ user fare validation *	500/-	Per passenger
5	Fare collected but ticket not issued/ generated *	1,000/-	Per passenger
6	Mismatch between the ticket sales and amount remitted to Authority *	3,000/-	Per incident per bus
7	Non-remittance of ticket sales amount (cash), if any *	10,000/-	Per incident per bus

** - For Sl. No. 4 to 7: The penalties will be charged over and above the applicable actual fare collection amount.*

SCHEDULE-T: PANEL OF CHARTERED ACCOUNTANTS

(See Clause 26.2)

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 26.2.1 of the Agreement, the Authority and the Operator shall prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-T

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, or the Companies Act, 2013, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Operator

The Authority shall convey the aforesaid panel of firms to the Authority for scrutiny and comments, if any. The Operator shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance

with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Operator, finalise and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Operator, a new panel shall be prepared in accordance with the provisions of this Schedule-T.

SCHEDULE-U : LIQUIDATED DAMAGES PAYABLE BY THE AUTHORITY

Clause	Event of default	Liquidated Damages
4.3 (a)	Delay in fulfilment (unless waived or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.2	0.1% of the Performance Security per day subject to a maximum of 20% (twenty per cent) of the Performance Security
10.2.6	Delay in providing vacant access, constructive possession and license to possess the Maintenance Depots	Rs. 5000/day for each day of delay
10.3.2	Financial Close delayed solely on account of delay in grant of such vacant access and Right of Way	0.1% (zero point one per cent) of the Performance Security for each day of delay
10.3.4	Delay in providing Right of Way to the Operator	Rs. 1000/day for every 500 square meters or part thereof
27.1.3 & 27.1.4	Failure to maintain requisite balance in Escrow Account	3% above SBI PLR on the quantum of shortfall for the period of delay

SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR

Clause	Event of default	Liquidated Damages
4.4 (a)	Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3	0.1% of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security.
12.5.2	Delay in completing the Fit Out Works	0.1% of the Performance Security per day per bus allocated to the specific depot
13.6.2	Delay in procuring the Prototype Bus	0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten percent) of the Performance Security
13.9.1	Delay in procurement of buses for reasons not directly attributable to a Delay Event	0.1 % of the Performance Security per day for each Bus whose procurement is delayed
14.1.5	Delay in rectifying Punch List items	0.1% (one per cent) of the Performance Security for each day of delay until all items of the Punch List for the particular bus are rectified
14.3	If COD does not occur for reasons not directly attributable to a Delay Event	0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until COD is achieved
17.5.1	Damages for breach of Maintenance Obligations	INR 2,500 per bus for each day of delay until the breach is cured.
17.7	Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority	Authority to recover the cost of remedial measures from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages
19.5.2	Failure to complete remedial measures	INR 2,500 per bus times the number of buses allocated to the specific depot
20.2.3	increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5	0.1% (zero point one per cent) of the Monthly Fees.
20.6.4	for every number of Severe Safety incident occurrence	2% of the Monthly Fees for each incident.
21.1	Delay in achieving Financial Closure	0.1% (zero point one per cent) of the Performance Security per day
41.2.3	Failure to redress complaints	INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register

SCHEDULE-W: OEM UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act) [To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]]

Date: .....
OEM Name and Address:
To,
(Name & Address of Authority) Dear Sir/Madam,

1. We, M/s (Name of the OEM) [are undertaking the Project] OR [are a shareholder of <name of the Operator> (Operator) holding ....% equity share capital in the Operator which has been incorporated as a Special Purpose Vehicle for undertaking the Project] OR [are indirectly holding ....% equity share capital in the <name of the Operator> (Operator) through our Associate namely M/s <name of the Associate> for undertaking the Project] for Procurement, Supply, Operation and Maintenance of _____Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under the Concession Agreement dated _____executed between the Authority and ourselves / Operator.
2. One of the conditions of the said Concession Agreement is that we have to provide warranty for product restoration to ensure continuous operation in case of Termination of the Concession Agreement under Clause 32 of Concession Agreement.
3. We hereby undertake that we pledge our unconditional & irrevocable product warranty for all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement. We further agree that this undertaking shall be without prejudice to the various liabilities that the Operator would be required to undertake in terms of the Concession Agreement as well as other obligations of the Operator.
4. We undertake that we shall supply and replace all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement, at the pre-defined rate as per the Comprehensive Maintenance Contract.
5. This undertaking is irrevocable and unconditional and shall remain in force till the end of Concession Period.
6. We are herewith enclosing a copy of the Board Resolution* in support of this undertaking.

Witness:

Yours faithfully,

(1) .....

(2) .....

(Signature of Authorized Signatory) on behalf of the OEM Name & Designation

.....

Name of the OEM .....

(Seal of OEM)

SCHEDULE-X : MONTHLY REPORTING FORMAT

Monitoring of Operation and Maintenance

Details of Depot	Date:		
Number of buses			
Daily assured km			
Assured km per month			
Per km fee (Rs/km) - Excl GST)			
Name of the city			
Address of the Depot			
List of Reports	Daily (Yes No)	Monthly (Yes/No)	Annual (Yes No)
Breakdowns			
Punctuality			
Frequency			
Availability			
Passenger Complaints			
Driver/Crew Complaints			
Major Accidents			
Minor Accidents			
Kilometers of operation			
ITMS availability			
Safety report			
Operational Infractions report			
Maintenance Inspection Report			
Scheduled Maintenance			
Unscheduled Maintenance			
Tests Report			
State of Health (SoH) of Battery			
Maintenance activities at Depots /Charging Stations			

SCHEDULE-Y : KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES

Clause	Event of default	Condition required	Damages/ Incentives
20.2	Reliability - Damages	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Fees* for 0.1 increase in reliability factor above 0.5
	- Incentive		0.05% of the Monthly Fees for every 0.1 decrease in Reliability factor below 0.5
20.3	Availability Damages	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	Damages payable per non available Bus Less than 100% and till 95%- **50 kms/ shift/ bus** Less than 95% and till 90%- **60 kms /shift/ bus** Less than 90% - 70 kms / shift/ bus
20.4	Punctuality - Damages	Time start of trips for trips operated daily in the relevant month ("Start Punctuality") and on-time arrival at the final destination (in accordance with the Deployment Plan) ("Arrival Punctuality"). The Start Punctuality shall be equal to or more than 90% in any month ("Guaranteed Start Punctuality") and the Arrival Punctuality shall be equal to or more than 80% in any month ("Guaranteed Arrival Punctuality").	For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees.
	- Incentive		For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.
20.5	Frequency - Damages	% of the cumulative completed trips travelled by all Buses ("Trip Frequency") and % of the cumulative Bus Kilometers travelled by all Buses ("Bus Kms Frequency").	1% reduction in the Trip Frequency or the Bus Kms Frequency, 2% of the Monthly Fees
	- Incentive		1% reduction in the Trip Frequency or the Bus Kms Frequency, 0.05% of the Monthly fees.
20.6	Safety of Operations - Damages	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the

Clause	Event of default	Condition required	Damages/ Incentives
		severe accidents per month (the "Severe Safety").	Monthly Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the Monthly Fees for each incident shall be applicable.
	- Incentive		If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive equal to 0.05% of the Monthly Fees shall be paid.
20.10	Limits of Damages KPIs Operational Infractions:	10% of the aggregate Monthly Fees payable. 5% of the Monthly Fees for that month.	

*__Monthly Fees__ shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

SCHEDULE-Z: COMPREHENSIVE MAINTENANCE AGREEMENT

THIS COMPREHENSIVE MAINTENANCE CONTRACT AGREEMENT is entered into on this the ..... day of ..... 20.....

AMONGST

_____ Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "**OEM**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

AND

The Metropolitan Transport Corporation (MTC) (Chennai) Ltd, represented by Managing Director and having its principal offices at Chennai (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Agreement dated with the Operator for Supply cum Operation and Maintenance Agreement dated (the "**SCOM or Concession Agreement**") for operation of Buses on build, own, operate and transfer basis ("**BOOT**").

B. The OEM is a constituent/shareholder of the Operator and is bound for the obligations of the Operator under the Concession Agreement. As part of its obligations, the Operator has already provided a Product Warranty Undertaking to the Authority.

C. In furtherance to the Product Warranty Undertaking, the OEM is entering into this Comprehensive Maintenance Agreement.

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

1 COMPREHENSIVE MAINTENANCE CONTRACT

1.1 Meaning

"Comprehensive Maintenance Contract" shall mean and includes

a) predictive, preventive and breakdown maintenance of Buses and Chargers

b) cost of consumables

c) repair and replacement of faulty parts, assembly, sub-assembly and ITS & FCS hardware

d) refurbishment of Buses as per the Concession Agreement on actual cost basis

e) periodic painting of Buses

f) labour costs

g) maintenance, upgradation and revision of vehicle control software installed in Buses

h) attending Bus related infractions

i) repairs for accidents resulting from poor maintenance of Buses, any other repairs required due

to accidents on actual cost basis

j) periodic fitness, safety and any other mandatory certifications of Buses

k) attending driver complaints related to maintenance issues of Buses and

l) washing and cleaning of Buses

1.2 Applicability

In case of Termination of the Concession Agreement after COD and before the end of the Concession Agreement period, the OEM agrees to provide annual maintenance services for the Buses till the end of the original end date of the Concession Agreement period.

This Agreement is mutually exclusive with the Product Warranty Undertaking executed by the OEM for the purpose of executing the Concession Agreement by either the OEM or its Associate and it will become applicable only in the case of Termination of Concession Agreement.

1.3 Responsibility of the OEM

The OEM agrees to maintain Buses in operational condition till the end of the original period as per the Concession Agreement. Further, OEM undertakes to supply and/ or replace any consumables which may be required as per the Maintenance Schedule under the Concession Agreement.

The OEM will also ensure replacement of battery, motor or any other mechanical and electrical part of the Bus which is defected or has reached the end of its useful life.

2. CONSIDERATION

2.1 Amount of consideration

For providing the Annual Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 5% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("**Monthly AMC Fees**") as per the Concession Agreement on a monthly basis till the end of the original Concession Period. For the purpose of calculating the Monthly AMC Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.

Further, notwithstanding anything to the contrary contained under this Agreement or the Concession Agreement, the OEM agrees to replace battery when SoH falls below 80%.

3. DAMAGES PAYABLE

3.1 Key Performance Indicators (KPIs)

Article 20.2, 20.3 and 20.6 reflecting the Key Performance Indicators (KPIs) related to Reliability, Availability and Safety respectively, as per the Concession Agreement should not be affected due to failure of OEMs to ensure regular maintenance of Buses. In case such KPIs are not met by the Buses after termination due to the reasons attributable to the OEM then in such case the OEM shall be liable to damages as per the following table:

KPIs	Condition required	Damages/ Incentives
Reliability	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly AMC Fees* for 0.1 increase in reliability factor above 0.5

KPIs	Condition required	Damages/ Incentives
Availability	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	Damages payable per non available Bus Less than 100% and till 95%- **50 kms**/ **shift**/ **bus** Less than 95% and till 90%- **60 kms** /shift/ bus Less than 90% - 70 kms / shift/ bus
Safety of Operations	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly AMC Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the Monthly AMC Fees for each incident shall be applicable.
Limits of Damages	10% of the Monthly AMC Fees	

3.2 Infractions

Damages on account of Infractions related to maintenance of Buses as defined in the Original Concession Agreement shall be payable by the OEM.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of OEM by	For and on behalf of Authority by
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SCHEDULE-AA : Technical Specifications for Type-I buses

Table 1: Technical specifications of Electric bus Compliant with the requirements of CMVR AIS:052 (Type – I) + AIS:153 + UBS II +& AIS:140 for 7m & 5m Low floor electric bus

S No.	Description	Technical Specification
1	Introduction	The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for following type of buses: 7m, 400 mm floor height AC Bus (Low Floor) 5 m, 400 mm floor height AC Bus (Low Floor) i. The word "bus" shall mean the New electric bus to be used for the project. ii. The word "bus" shall also mean a bus powered exclusively by an **Electric Motor whose traction energy is supplied exclusively by traction battery** (**Other than hybrid**) installed in the vehicle suitable for operations in city conditions. iii. The bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). In case of any mandatory standard/regulation related to buses is notified till commercial operation of the buses, the same shall be complied by the bidder. iv. The word "Bus" wherever it has been used in specifications means the "**Battery Operated Bus including onboard Fare Collection System** (**FCS**)". The bus in general shall meet all applicable Central Motor Vehicle Rules, 1989 as amended from time to time (hereinafter referred to as "CMVR"), norms for safety applicable on the date of manufacture and Bus Code AIS 052 1989 as amended from time to time thereof [hereinafter called Bus Body Code], AIS:049, AIS:038 and AIS:153 all as amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs) and all other norms and regulations on electric vehicles. v. Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract. Bus Model shall be in compliance with latest CMVR & Bus Body Code and approved as per AIS:052+AIS:153+Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, GARC etc.

	Statutory requirements	The eBus shall be designed and manufactured in accordance with the latest CMVR requirements & AIS:052 Code of Practice for Bus Body Design & Approval [Bus Code], UBS II, AIS:049, AIS:038 and AIS:153 all amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs). eBus shall be type approved as per CMVR requirements.
3	Electric propulsion system & its requirements.	Electrically propelled system should be designed to meet "Code of practice for Electric Propulsion System" performance as per AIS:038 & AIS:049. Electric Propulsion system should propel the bus at GVW fitted with all other auxiliary devices and system including air conditioning. Electric propulsion system and other sub-system should be able to operate efficiently at ambient temperatures / environmental conditions in India.
4	Type of Battery	Bus Manufacturer should use advance new generation batteries. Battery should be certified as per AIS:038 Rev-02 as amended from time to time. Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 1472(E) dated 28th March 2019, as amended from time to time. For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02) /2022 –AEI (20555) Dated 06th September 2023 or as amended.
5	a. Battery Pack Rating and Energy/Power b. Minimum & Maximum Charging% c. Motor/s Capacity d. Charging standard e. Charging standard in high voltage system	(i) No. of Motor(s) / Battery pack(s) as per Manufacturer's design (ii) Location of motor and batteries as per Manufacturer's design considering minimal maintenance and ease of charging (iii) Electric Regeneration is required (iv) Charging Mode as per Manufacturer's design. Charging Time - less than 5 hours - overnight charging for all buses. (v) Safety–Short circuit, Over Temperature, Lightening Protection is mandatory. (vi) CCS 2.0- Combined Charging System.
5.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degree C.
5.2	Battery Life	Battery to be used in mobility application upto 80% SoH. Operator to replace battery when SoH falls below 80%.
5.3	Battery Charging System	DC fast charging by CCS 2.0; Bus charging infrastructure to comply with guidelines No. 12/2/2018-EV dated 17th September 2024 or latest as issued by Ministry of Power, Government of India, as amended from time to time.
5.4	Protection Funcion	An advance BMS should be integrated to a battery pack(s) to monitor the minimum following parameters of battery(ies): (a) Overcharge or discharge protection (b) Over Current Protection (c) High and Low voltage protection (d) High and Low temperature protection (e) State of charge and battery health

5.6	Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-5) to 50 degrees centigrade, humidity level from 5% to 100%.
5.7	Electric propulsion system motor rating / power sufficient to provide Rated Performance at GVW in Stop/ Start in Urban Operation:	
a.	Rated Performance at GVW in Stop/ Start in Urban Operation	Maximum rated speed should meet the requirement as per CMVR
b.	Acceleration (Meter / Sec.²) minimum	≥0.8
c.	Bus Speed of 0 – 30 kmph in Seconds.	≤10.5 seconds
d.	Maximum Speed	Maximum speed without speed limiter to be as per CMVR
e.	Minimum Grade ability from Stop at GVW	17%
f.	Rated motor power/torque preferably at lower rpm range	Rated motor power at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
g.	Power requirements for Air conditioning system ITS, etc	Required to be provided by traction battery of electric propulsion system
h.	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average)	7 m AC: 0.8 kWh/km Note: Measurement shall be carried out at Gross Vehicle Weight (GVW) and HVAC/ VAC (if fitted in the vehicle) in operation (set temperature 24 ± 4 deg C)
5.8	Pass bye noise norms	As per CMVR
6	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse drive only when vehicle is stationary
7	Bus Axles	
7.1	Front Axle	As per manufacturers design / CMVR
7.2	Rear Axle	As per manufacturers design / CMVR
8	Suspension (Front & Rear)	Air suspension at Front & Rear
8.1	Anti-roll bars/stabilizers	Required at front and rear.
8.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
8.3	Kneeling	Min. 60 mm entry /exit side collectively
8.4	Controls (optional)	Electronically controlled air suspension system
9	Steering	Power steering with height and angle adjustment. As per manufacturers design
10	Transmission	Automatic Transmission, as per manufacturers design
11	Brakes	As per manufacturers design
11.1	Braking system	Mandatory ABS with Disc at front and Drum at rear or disc brake at front and rear. In case of Brake Failure provision should be made for obtaining effectiveness of service brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels. Electrical Regeneration is required

12	Electrical system for auxiliary devices	24V DC
12.1	Batteries (ancillaries' equipment and light and light signaling devices)	Low maintenance type leads acid batteries for 24 V & Min 100 Ah system- performances as per BIS: 14257- 1995 (latest).
12.2	Electrical wiring & controls - type	Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67
13	Speed limiting device	Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit.
14	Tyres	Steel Radial Tube-less. Size and performance as per CMVR/IS.
	Charging range	The minimum range on single charge: 160 kms (at 80% SoC) for 7 m bus, 140 kms (at 80% SoC) for 5 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with Type Approval certificate at GVW and additional AC load (for AC buses) along with all system operations. One opportunity fast charging of up to 30 minutes (depot-in, depot-out basis or at any terminal) is allowed for operation upto 200 kms for 7m/ 5m,
16	Bus characteristics	7 metre & 5 metre
A	Overall length (excluding bumper)	7m - 6900mm to 7700mm (As per CMVR) 5m – 4900mm to 5700mm (As per CMVR)
B	Overall width (sole bar/floor level- extreme points)	As per CMVR
C	Overall height (unladen - at extreme point)	As per CMVR
D	Floor Height above ground	400 mm for Low Floor Bus
E	Wheelbase	As per UBS II
F	Front Overhang	As per CMVR and AIS:052
G	Rear Overhang	As per CMVR
16.1	Maximum turning circle radius (mm)	As per CMVR
16.2	Clearances (mm)	
A	Minimum Axle clearance (mm)	165 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.
16.3	Angles (degrees)	
A	Angle of approach (unladen)	As per UBS II/ CMVR
B	Angle of departure (unladen)	As per UBS II/ CMVR
C	Ramp over angle (half of break-over angle)	As per UBS II/ CMVR
17	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of low floor bus)	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturer design. - 2 nos. of service Doors Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153

A.	Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated
B.	Opening/Closing time in seconds per operation (maximum)	4 Seconds
C.	Positions of door controls	On dashboard and also inside & outside of doors as per AIS:052.
D.	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory.
E	Door Components/Door Locks/Locking system/door hinges/Door retention	As per AIS:052
17.1	Service doors – Requirement	As per AIS:052 & AIS:153
A	Minimum door aperture (without flaps) in mm	As per AIS:052
B	Minimum clear door width (fully opened) in mm	As per AIS:052
C	Minimum door height in mm	As per AIS:052
D	Positioning service door	As per AIS:052
E	Number of gates	2No.
17.2	Door closing requirements for bus movement	Bus should move only after closing of doors
A	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing	As per AIS:052
17.3	Step height (mm) from ground - unladen position in buses	As per AIS:052
18	Provisions of wheelchair for Persons with Disability (PwD)	As per AIS:153, 100% of the total Bus fleet in city
A	Wheelchair Boarding Devices	Power / Manual operated ramp for low floor bus should be provided as per AIS:052 and AIS-153 for PwD (Divyangjan)
B	Area, Length and Width of boarding devices	As per AIS:153
C	Slope of ramp in % & Slope of extended ramp if provided in %	As per AIS:153, AIS:052
D	Load carrying capacity (in kilograms)	As per AIS:153
E	Device to prevent the wheelchair roll off the sides when the length exceeds 1200 mm	As per AIS:153/UBS-II
F	Device to lock wrapped up ramp	As per AIS:153 / UBS-II
G	Mode of operation for Ramp	As per AIS:153
H	Requirement for passengers with reduced mobility	As per AIS:153, AIS:052
I	Wheelchair anchoring	As per AIS:153, AIS:052

J	Priority seats - minimum 2 seats	As per AIS:153, AIS:052
K	Stop request	As per AIS:153, AIS:052
L	Emergency door /exists or Apertures	As per AIS:153, AIS:052 Emergency Exit (Door/Window) should be provided for PwD near to Wheelchair location. Safety and proper movement of PwD should be considered.
M	Other Technical requirement	As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be clearly visible: of adequate size, installed and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility. The lifting platform should be fitted with safety restraints system e.g., safety belt, handrails, etc. with built-in safety parameters to avoid any slippage.
9	Bus design	
19.1	Design type approval	As per CMVR, AIS:052 + AIS:153
19.2	Bus structure - materials specifications etc.	OEM is allowed to use any corrosion resistant material as per UBS II, AIS:052, AIS:153, provided that the design integrity is validated using suitable Finite Element Analysis (FEA) for the operating environment of the Buses. Exterior panels: as per OEM design
19.3	Insulation	As per AIS:052, FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocol: As per AIS:052.
B	Battery Pack compartment	
19.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052.
B	Steps on floor	As per AIS:052 / AIS:153.
C	Maximum floor slope	As per AIS:052
D	Floor surface material	Minimum 12 mm thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should be marine board as per BIS:710- 1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood Minimum 12 mm thick is also allowed as per the relevant standard for the quality and fire resistance/flammability
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
19.5	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2) 2019 latest. Standard designs for each model of buses to be followed
B	Laminated Glass Specifications	Min Thickness of 7.76 mm with clear Interlayer
C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass- plain/flat/curved at centre & curved at cornersIS:2553 (Part-2) 2019/latest Revision
D	Side windows:	AC Bus- Single piece flat /curved pasted toughened glass
E	Side Window /Rear Windshield Glass specifications	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = 5 mm

F	Other glasses - material specs, thickness etc. (If Provided).	Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness = 5 mm
19.6	Driver Seat	As per AIS:023 and AIS:052
A	Performance & strength requirements of Driver Seat	As per AIS:023
B	Driver's working space	As per AIS:052
C	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS:052 conforming to AIS:005 & AIS:015
19.7	Passenger Seat and Layout	As per AIS-023 and AIS-052
A	Performance & strength requirements passenger Seat	As per AIS:023
B	Passenger Seat	Type Approved Seats & seating layout as per bus code 'PP- LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II
C	Passengers seat belt Number and Location	As per AIS:052, Mandatory to provide at seats on wheel arch (if applicable), opposite to service door and middle seat of last row wherever required.
D	Seat layout in Floor area	2X2 as per AIS:052
E	Minimum seating capacity	For wheelchair compatible buses: 7-meter bus (13 seats + 1 wheelchair + Driver) 5-meter bus (11 seats + 1 wheelchair + Driver)
F	Standee Passenger	As per AIS:052
G	Seat area/seat space per Passenger (width*depth) mm	As per AIS:052
H	Seat pitch - minimum (mm)	As per AIS:052
I	Minimum backrest height- from floor to top of seat/ headrest	As per AIS:052
J	Seat back rest & height mm	Fixed Type seat and Height as per AIS:052
K	Seat base height-distance from floor to horizontal front upper seat cushion.	As per AIS:052
L	Free height over seating position	As per AIS:052
M	Seat base height:	As per AIS:052, AIS:023
N	Torso angle	As per AIS:052
O	Clearance space for seated Passenger facing partition	As per AIS:052
P	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
Q	Upholstery:	FR grade Pile Fabric/ Jacquard/Vinyl coated fabric or superior 0.8-1.0 mm thick
R	Side Facing seat location	AIS:052
S	Seat belts & their anchorage	As per AIS:052
20	Rear view mirrors	As per CMVR

<table>
<tr><td>A</td><td>Mirrors right/left side exterior/interior</td><td>As per AIS:001 & 002 and CMVR.</td></tr>
<tr><td>21</td><td>Escape Hatch/Ventilator on Floor /Roof</td><td>As per AIS:052 & AIS:153</td></tr>
<tr><td>22</td><td>Corrosion prevention & painting</td><td>As per AIS:052</td></tr>
<tr><td>23</td><td>Wind screen wiping system:</td><td rowspan="3">As per CMVR, IS:15802-2018 or Latest</td></tr>
<tr><td>A</td><td>Wiper motor:</td></tr>
<tr><td>B</td><td>Wiper arm/Wiper blade Washing system</td></tr>
<tr><td>24</td><td>Electrical system</td><td rowspan="3">As per CMVR, AIS:052 & AIS:153.
The Bus shall have multiplex wiring system. All wiring shall be as per the provision of AIS:052, shall be fire retardant conforming to IS:2465-1984 or latest and safety requirements as provided in CMVR.
Copper conductors with fire retardant as per IS/ISO:6722:2006 or latest revision as per appropriate class. Conductor x-sec varying as per circuit requirements, minimum cross section 0.5 sq mm. It should be compliance with BIS/DIN or equivalent or better.</td></tr>
<tr><td>4.1</td><td>Electrical cables:</td></tr>
<tr><td>24.2</td><td>Conductor cross section</td></tr>
<tr><td>24.3</td><td>Safety requirements of electrical</td><td></td></tr>
<tr><td>A</td><td>Fuse</td><td rowspan="5">As per AIS:052.
Battery cut off (Total Three)
- One manual near driver seat
- One electronic on driver Dashboard area
- One at the rear compartment.</td></tr>
<tr><td>B</td><td>Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts</td></tr>
<tr><td>C</td><td>Location of cables away from heat sources</td></tr>
<tr><td>D</td><td>Type approval of circuit diagram as per standards related to electric equipment's/wiring</td></tr>
<tr><td>E</td><td>Battery cut - off switch (isolator switch):</td></tr>
<tr><td>24.4</td><td>Cable insulation with respect to heat</td><td>As per AIS 052</td></tr>
<tr><td>24.5</td><td>Lighting - internal & external and illumination</td><td>All lights including interiors should be LED Type
Head Lights – As per CMVR.
Other information as per AIS:052 and AIS:153</td></tr>
<tr><td>24.6</td><td>Illumination requirements/performance of:</td><td></td></tr>
<tr><td>A</td><td>Dash board tell-tale lighting/control lighting</td><td>As per AIS:052</td></tr>
<tr><td>B</td><td>Cabin lighting - luminous flux of all lamps for cabin Lighting</td><td>As per AIS:052</td></tr>
<tr><td>C</td><td>Passenger area lighting - luminous flux of all lamps for Passenger area lighting</td><td>As per AIS:052</td></tr>
<tr><td>25</td><td>ITS enabled bus</td><td>i. The Contractor shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined in AIS:153, AIS:140 specifications and any amendments issued thereof.
Specifically, requirements but not limited to, include:
<table>
<tr><th>Sr. No</th><th>Type of Equipment</th><th>(Qty)</th><th>Remarks</th></tr>
<tr><td>1</td><td>Passenger Display</td><td>3</td><td>Internal, Front and Rear for 7m & 5m Buses</td></tr>
</table></td></tr>
</table>

	Boards as per IS:16490 or latest specifications		
2	Speaker	4 (Internal) + 2 (external)	The external speakers are for emergency public announcements.
3	Amplifier	1	
4	Fully ITS compliant	1	As per IS:16490 specifications and amendment 2 or latest.
5	DDU	1	As per IS:16833 annexure C Amendment 2 or latest.
6	CCTV Camera with 4G/ 5G eSIM MNVR	3 1	Internal and External with minimum 30 days backup storage as per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording
7	Panic Button	Each row of the seat	As per AIS:140 Specifications
8	Camera based Passenger Counters	1	At each door as per the specifications in Annexure 1 below

ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change.

iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to central ITMS. The Cost of such integration should be the responsibility of the Operator.

iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server.

1. Timestamp
2. Odometer reading
3. Vehicle Status
4. SoC (State of Charge)
5. SoH (State of Health)
6. Speed
7. Acceleration

		8. Voltage (pack and cell level) 9. Current (pack and cell level) 10. Power 11. Charger Current 12. Charger Voltage 13. Ambient temperature 14. Battery temperature 15. Motor temperature 16. BMS error/charging fault 17. Motor, Battery Coolant Temperature The Authority shall provide all the route information to the Operator to upload into ITS in regular intervals. The Operator should make the required changes as and when provided by the Authority within seven (7) working days for the envisaged routes to be made operational. Information displayed in the PIS Boards should be dynamic and not static accounting for any route change or deviation from existing routes. vi. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority. vii. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 or latest CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS. viii. Three hi-resolution CCTV cameras and one reverse camera to be installed each one facing towards front road view, one facing towards driver seat and one inside facing towards the passengers for 7m & 5m buses. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. Cameras placement shall ensure effective visual coverage of both the entrance and exit doors. However, the placement of cameras may be finalized at the time of Prototype bus inspection. ix. The successful bidders shall ensure device level v. interoperability of the ITMS to be communicated by Authority.
26	Safety related items:	
26.1	First Aid Box	As per CMVR
26.2	Fire extinguisher:	As per AIS:052 & AIS:153
26.3	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing or as per OEM make of min. 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052

26.4	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46
26.5	Stanchions:	*As per Manufacturer design.* MS tubing or OEM make of min. 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052 However, it is advised to install the Stanchion pipe from floor to the roof.
26.6	Passengers stop request signal	As per UBS – II
26.7	Entrance/Exit Guard/Step well guard:	As per AIS:052
26.8	Emergency exit doors, warning devices etc:	As per AIS:052, AIS: 153, CMVR
26.9	Front/rear door, step well lights, door open sign, Buzzers	As per AIS:052
26.10	Towing device front/rear	As per UBS II/ CMVR
26.11	Warning triangle	As per CMVR
26.12	Fog lighting	As per AIS:052/CMVR
26.13	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per AIS:052.
26.14	Passenger safety system	Bus should move only when the doors are closed and the Bus doors should open only when the bus is completely brought to a halt.
26.15	Reverse Parking Alert System (RPAS)	As per CMVR
27	Windows	
A	Type of window	As per AIS 052. Fixed (Pasted) glass windows for AC
B	Minimum height of window aperture (clear vision) in mm	As per AIS:052
C	Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS:052
D	Minimum height of upper edge of window aperture from bus floor	As per AIS:052
E	Minimum width of windows (clear vision zone)	As per AIS:052
28	Life cycle requirements of Bus	12 years OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period. Operator to ensure refurbishment of vehicle after 6 years
29	Air conditioning system (HVAC to be provided according to Authority requirement)– test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 & 48 degrees. - Min. 20 kW for 7m & 5m
A	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m³/hr. at each gate.	Optional Fitment

	Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding Motor power, etc.	
B	Demister	Optional Fitment
30	Additional requirements	
30.1	Air circulations and ventilation in driver's area	As per AIS:052, An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cabin
		As per AIS:052, Drivers work area to be provided with AC vent or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
30.2	Interior noise and pass by noise	As per IS:12832:2010 or latest and IS:3028:2018 or latest, AIS:20 and AIS:153 or latest respectively.
30.3	Destination boards	Three Destination Board: Internal, Front and Left side (UV resistant) Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and appropriate regional language of High Intensity illumination with automatic brightness control shall be installed at the internal, front, and left side of bus with GPS feed triggered display on internal display board and announcement of name of approaching bus-stop inside the bus. Destination boards should comply with IS:16490 BIS standards. (As per AIS:153 and AIS:052) Information on a route and its final destination should be displayed outside the bus in large text, especially on the front and left side of the bus. This information should be in bright contrasting color and be well illuminated by an external light to make it readable in the dark. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 30 meters. For Inside Display: The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English language. The illumination system will be of modular display type. The display shall be mounted at an appropriate location and height in front portion of the bus for clear visibility to all passengers in the bus from all angles. Ingress Protection Grade of IP 65/55 for destination Boards
31	Paint/ color scheme	Colour scheme as per MTC requirement. The approval of design and shade of the paint be obtained from respective STU/City before painting. Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Public Transport Authority. The buses must be recognizable as environmentally friendly battery buses.

		All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS:13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS:5-1978 or latest. In case of Matt black paint, the same shall be tested as per IS:13213- 1991 or latest except the gloss value should be up to 30 units.
32	Jack	As per CMVR / bus manufacturer design
33	Fire Detection & Alarm System (FDAS) / Fire Detection & Suppression System (FDSS)	As per AIS:135 or as amended.
34	Tool Kit	As per CMVR
35	GVW	As per CMVR Rules & its amendments from time to time.
36	Fire retardancy	All bus body building material used inside the bus, should be fire retardant as per IS:15061:2002 or latest.
37	Fare Collection System (FCS)	Fare collection system includes the on-board fare collection devices and its integration with Authority's (CMRL's) fare collection systemas specified in Annexure 2 to this Schedule AA.

Note:

1. The Bidder shall submit Technical Specification of Components/Systems of Electric Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like ICAT, CIRT, ARAI, VRDE, etc.
2. All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards amended from time to time.
3. All units & electrical accessories and wiring harnesses use on the bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.
4. Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.
5. The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards.
6. The Bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved certificate.
7. The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory for operation only after the buses meet all the

requirements prescribed above.

8. The Bidder shall monitor the operation of these Buses and sort out the operational issues, if any.

9. The Bidder shall ensure safe & successful operation of these buses. In case of breakdown in these vehicle systems or battery charging infrastructure system, the Bidder shall immediately rectify the defects / replace parts and make the Buses, vehicle systems or charging system operational as the case may be.

10. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent. The bidder shall provide quarterly reports on the SoH of battery packs of each bus. This will be measured at the charger level or by a certified Ammeter by the energy (measured Ah) uptake of the battery packs while charging from 25% to 100% SoC. The relative deterioration of energy uptake of the battery packs will be used to determine the SoH of the battery to be calculated at energy uptake in quarter (kWh)/ energy uptake in first quarter post COD.

11. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.

12. Bidder to submit the CMVR type approval certificate for the allocated bus at the time of final inspection of the Buses to the respective cities.

13. Operator to ensure refurbishment of vehicle after 6 years from the date of commercial operation date (COD). Refurbishment of buses to be in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period, curtail of operations schedule by 5% is allowed. The technical team will inspect the buses before put in services after refurbishment of the bus, if the bus is found not refurbished in showroom condition, bus will not be permitted for the operations.

14. Camera Based Passenger Counting System should be Bi – Directional Counting on a Definable Line (Polygon), Variable position of counting lines, Adaptation to on-site requirement, No Double Counting, Automatic Compensation for interference from swinging and sliding doors, It should also have real-Time Video Streaming or recording of video files to external storage media, Start and Stop function via door contact, No interference with other functions. The system shall achieve minimum 95% counting accuracy. The system should be integrated through ITS to the backend of the System(s) of the Authority. The cost of such integration shall be the responsibility of the Bidder during the Concession Period.

15. Camera Based Passenger Counting System should generate Total Passenger Report- A basic report to analyze passenger counts on a single vehicle only. Time resolution shall be by day, week, month or year. Option to select a range of dates shall also be available; default time interval shall be by day with maximum 90 day resolution allowed. Report output shall be displayed on screen as tabular, chart or both. Export feature shall be of the tabular output only, downloadable as a CSV file.

16. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified herein above in the Buses. The Operator needs to provide necessary AC/DC power arrangement for the FCS devices near the gates of the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance ITS & FCS equipment installed by throughout the Concession Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS & FCS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Concession Period.

17. The batteries shall be picked-up, transported and processed according to international good practices in all related fields, including fire safety, road safety and occupational health and safety. All batteries shall undergo a state-of health assessment with a view to determine their reuse/repurposing potentials. Batteries, battery modules and battery cells found suitable for reuse/repurposing shall be used accordingly. Batteries, battery modules and battery cells found unsuitable for reuse/repurposing shall be recycled. Recycling is to be conducted in-line with international good practices and with the aim to effectively prevent emissions of hazardous substances, recover embedded raw materials and reduce waste volumes for disposal. The applied recycling processes shall at least achieve a recycling efficiency of 50% (at least 50% of the mass of the battery is recycled) and enable the recovery of copper, cobalt and nickel. All conducted steps shall be conducted in full compliance with applicable national land international laws and regulations. The operator taking over the batteries shall submit evidence for compliance with the requirements above.

18. The ITS components shall be factory-fitted and fully operational, ensuring seamless plug-and-play readiness upon commissioning

19. All lab test reports including fire retardancy test reports for the items/components shall be lot wise tested, ensuring that the test reports shall be not more than six (6) months old at the time of prototype bus inspection. The bidder shall ensure compliance with this requirement.

Annexure 1

Camera Based Passenger Counter Specification & Functionality

A. Feature and Functionality

1. The APC (Automatic Person Counting) system shall use ceiling mounted stereovision cameras giving a 3D representation of the count zone.
2. The APC sensors shall be connected in a serial daisy chain or parallel wired star format.
3. There should be no impact on accuracy due to bad lighting. The APC should count with the light of up to 30 LUX, with no shadow influence.
4. There should be no impact on accuracy due to steps. Step counting feature should be there.
5. The Ethernet connector on the device should of Industrial Grade like M12 connector.
6. Power Supply should be 24V DC
7. The power consumption of the device should be less than 5 watts.
8. Aperture angle should be greater than 100°
9. APC should be able to monitor area of up to 4 x 4 meter
10. The APC should be Configurable and versatile based on the vehicle type.
11. The APC shall have the capacity to retain count data for a minimum of 30 days either onboard or offboard to an external storage media or cloud based servers.
12. In the event of interrupted power to the APC sensors, no counting data shall be lost.
13. The APC system has to give a control video via Ethernet to control the entrance area (door free).
14. The APC system has to support the storage and the verification of control videos and of counting results to control the accuracy of the system in an offline state.
15. The APC sensor shall determine the count result via onboard processing. The real time video streaming or recording of video files to external storage media shall be made available to the Authority and integration of real time streaming through the OBITS with the backend of the Authority system(s) is the responsibility of the bidder.
16. All count results shall be time-stamped via a synchronized onboard real-time clock. The operator shall provide passenger reports based on daily, weekly and monthly passenger counts at single vehicle, route and fleet level with the option of downloading data as a CSV file format.
17. The APC should eliminate the counts resulting from partial passages and motion reversals
18. Automatic passenger counter should be able to detect passenger in both direction ie bi — Directional Counting on a Definable Line (Polygon), variable position of counting lines, adaptation to on-site requirement, no double counting, with automatic compensation for interference from swinging and sliding doors
19. The Automatic Passenger counter should be fixed at the gate of the bus and should be vandal resistant.
20. The automatic passenger counter device should have minimum following certifications:

B. Technical Specifications – Specifications and Integration

1. An additional onboard computer or OBITS shall provide a communication interface to the APC sensor network.
2. All APC sensors shall be accessible from the additional onboard computer or OBITS.
3. The additional onboard computer shall provide the user with a software interface to monitor the health of the counting system.
4. The onboard computer shall provide an Internet connection for the local counting database to be replicated in real-time to an Internet-based destination.
5. Processor: Minimum ARM 9 or ARM 11 or Intel Atom 1.6 Ghz
6. RAM: Minimum 1 GB
7. SSD: 32 GB
8. VGA: Single port
9. Network: 10/100 Gbps
10. USB: 4 ports
11. RS232: 1 port
12. GSM & GPRS module with antenna
13. Wi-Fi: Not required / optional
14. Power Input: 24 V DC with power consumption
15. Internal Slot for putting the mobile SIM card.
16. Operating Temp: 0 to +60 degrees
17. Mounting Kit for buses – holes for the screws / bolts should be there.
18. Certification:
    a. EMC: FCC Part 15, EN55022, EN55024, EN 50121-3-2, EN 61000-6-2
    b. Radio: FCC Part 22, 24, RSS132,133, EN301 489-1, EN489-3 (-GP Only), EN 301 489-7,
       EN301 511,AS/ACIF S042.1, S042.3
    c. Shock & Vibration Certification: IEC 61373 category 1, class B
    d. Safety Compliance: UL60950-1, cUL60950-1, IEC60950-1

Annexure 2

Driver-Based Flat Fare Collection System – Functional & Technical Specifications

A. Functional Requirements

Functional Area	Requirement Description
Fare Collection Model	The system shall follow a tap-in/ tap-out fare collection model as determined by the Authority (CMRL). The driver shall ensure commuters make appropriate payment through dedicated FCS device.
Ticket Validation/ Issuance	Each passenger shall pay user fare/ validate fare payment with FCS including NFC.
Pass Validation	The FCS must support QR-based validation of Authority -issued travel passes (printed/mobile), if any, with real-time or offline fallback verification.
Payment Modes Supported	The system must support NFC, NCMC cards, UPI debit/credit cards, and QR wallet payments (e.g., Paytm, BHIM).
Driver Workflow	Simple User Interface (UI) for driver login, ticket issue/ validation, pass scan, payment type selection, and shift closing summary.
Transaction Handling	Offline-first architecture with secure local storage and automatic cloud sync upon network availability.
User Roles & Access	Role-based access for Driver, Operator Admin, MTC Admin, and Auditor with activity logs.
Reporting & Analytics	Real-time and historical MIS: route-wise, shift-wise, and bus-wise fare and pass validation summaries.
Data Security	Encrypted storage and transmission, device-level authentication, and tamper detection. Prevention of duplicate QR
Language Support	English and Tamil support for on-screen UI and printed tickets.

B. Technical Specifications

FCS Device Specifications (**Per bus**)

Parameter	Minimum Specification
Device Type	Rugged, Android-based all-in-one POS terminal
Operating System	Android 10.0 or higher
Display	≥ 10″ capacitive touchscreen, minimum 1280x720 resolution
Processor	Quad-core ARM Cortex ≥ 1.3 GHz

Memory	≥ 4 GB RAM / 32 GB internal storage
Connectivity	≥ 4G LTE, Wi-Fi (802.11 b/g/n), Bluetooth 4.2
GPS	Integrated GNSS (GPS + GLONASS/BeiDou)
Battery	≥ 5000 mAh internal battery + 12V/24V bus power support
Printer	Inbuilt thermal printer, ≥ 58 mm width, ≥ 70 mm/sec speed
QR Code Scanner	Integrated 2D barcode scanner for ticket/pass validation
Card Reader	EMV L1/L2 + ISO 14443 A/B + NFC-enabled
NCMC Compliance	Must support RuPay/NCMC cards via NPCI-approved SDK
Security Features	PCI-DSS, secure boot, SAM slot, root lock, remote wipe weather resistant as per bus operating conditions
Mounting Durability	Tamper-proof mounting bracket near the driver cabin IP54 minimum; shock and vibration resistant for vehicle deployment
Validation	Tap-in/ successful payment of user fare – green colour light flash with double beep Tap-out – yellow colour with single beep Non-validation/ insufficient balance – red colour with long beep In addition, validation through audio announcement on successful payments and failures
Back-Office Cloud Platform Minimum Specifications	
Parameter	**Minimum Specification**
Hosting	MeitY-compliant Indian cloud infrastructure with ≥99% uptime
Architecture	Cloud-native, scalable, with RESTful APIs and MQTT/WebSocket support
Ticketing Engine	Dynamic QR-based ticket generation, transaction logging
Pass Validation Module	QR scan interface, real-time + offline validation support, visual confirmation and alerts
Device Management	Central provisioning, firmware updates, live status dashboard
Reporting Dashboard	Real-time revenue data, ETM uptime, GPS trail, scanned pass logs
Data Sync & Recovery	Auto-sync every 15–30 mins or triggered manually; transaction retry queue for fail-safe uploads
Integration	Open APIs for MTC- MIS & ERP, audit tools, and bank settlement modules.

Guidelines for Communication between ITS Equipment and ITMS Backend

1. Introduction

The data communication protocol will be on TCP/IP for sending and exchanging of data with Backend Sever.

The ITS equipment to exchange data as follows:

Sr. No	Type of Equipment	7m/ 5m Buses (Qty)	Remarks
1.	Passenger Display Boards System (Complete With Controller and 4 LDBS boards)	4	As per IS:16490 specifications Internal, Front, Left Side, and Rear
2.	Speaker	4	
3.	Amplifier	1	
4.	DDU	1	As per IS:16833 annexure C Amendment 2
5.	CCTV Camera with 4G/ 5G eSIM MNVR eSIM MNVR	3 1	As per IS: 16833 annexure C
6.	VLTD and Panic Button (WITH CAN)	Panic button for Each row of the seat	As per AIS:140 Specifications
7.	Camera based Passenger Counters	1	At each door as per the specifications in Annexure 1 below

2. Data Message format

The communication protocol will be as per TCP/IP communication protocol as per AIS140 for VLTD and panic button and for CCTV as per BIS 16833 standard.

The Communication from Device to backend should happen on a Secure channel over TCPIP* protocol preferably on socket based connections where sessions are managed to send commands over the same connection to the device and are authenticated, identifiable, so as to prevent spoofing on IMEI/ Unique ID.

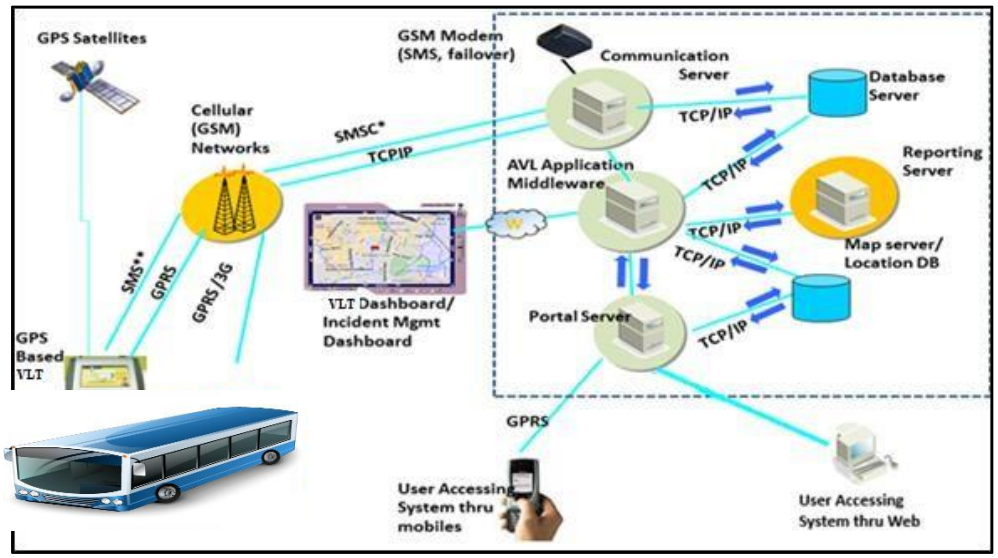
* MQTT/ HTTP/HTTPS are not permitted

3. DEVICE TO BACKEND COMMUNICATION MECHANISM

The ITS System would transmit data to the Backend Control Centre using Cellular wireless connectivity (with SMS fall back) as per the TCP/IP protocol The data from the devices would travel over the wireless telecom service provider network and finally get delivered at the Backend Control Centre. Since the permit holders/Device suppliers would require to have a valid communication plan on SIM/UICC cards on the devices and would avail services from multiple telecom service providers, the data would be transmitted to the Backend Control Centre using the networks of multiple

telecom service providers.

The communication protocol will be per AIS140 for VLTD and panic button and for CCTV as per BIS 16833 standard.



The Communication from Device to backend should happen on a Secure channel over TCPIP* protocol preferably on socket based connections where sessions are managed to send commands over the same connection to the device and are authenticated, identifiable, so as to prevent spoofing on IMEI/ Unique ID.

a. Login Packet

The CONNECT packet is used an TCP/IP communication protocol as defined in AIS-140/ BIS 16833

S.No	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	LGN
iii	Vendor ID (Vendor identification header) (4 Char Vendor ID and 2 Char Device Model)	
1.	**15 Digit IMEI number**	**123456789012345**
2.	**Vehicle Number**	**DL35XX9821**
3.	**Firmware version**	**V1.0.0**
4.	**Protocol Version**	**V1.0.0**
5.	**GPS fix (1 □Fixed,0 □not Fixed)**	**1**
6.	**Date (DDMMYY)**	**200728**
7.	**Time (HH:mm:ss)**	**200900**
8.	**Latitude value in decimal degrees (6 decimal places)**	**17.7823411**
9.	**Latitude Direction (N=North; S=South)**	**N**
10.	**Longitude value in decimal degrees (6 decimal places)**	**78.3123121**
11.	**Longitude Direction (E=East; W=West)**	**E**
12.	**Speed**	**20**

13.	**Frame Number Sequence Number of the messages (000001 to 999999)**	**000005**
14.	**End Character Indicated End of the frame**	*
15.	**Checksum Ensures No error in transmission**	**16 bits**
	(**optimal**) **16 bit** The 16 bit checksum CRC of all the characters from the Start Char up to the Checksum(CRC) field	

b. Vehicle Location Packet/ Alerts

These packet will be sent at configurable period time interval. Minimum is 5 seconds as per AIS- 140 standard.

Table 4A:

Data Message Format

Field	Description	Sample Data
Start Character	$	$
Header	The header of the packet/ identifier	PVT
Vendor ID	Vendor identification header	
Firmware Version	Version details of the Firmware used in EX.1.0.0	1.0.0
Packet Type	Specify the packet type NR = Normal EA = Emergency Alert TA = Tamper Alert (Optional) HP = Health Packet IN = Ignition On IF = Ignition Off BD = Vehicle Battery Disconnect BR = Vehicle Battery Reconnect BL = Internal Battery Low	Depending upon the context, every frame from tracking device must carry a qualification code. This helps to determine the state in which vehicle is at that time.
Packet Status	L=Live or H= History	L
IMEI	Identified of the sending unit. 15 digit standard	123456789012345

	unique IMEI no.	
Vehicle Reg. No	Mapped vehicle registration number	DL1PC9821
GPS Fix	1 = GPS fix OR 0 = GPS invalid	1
Date	Date value as per GPS date time per GPS date time (DDMMYYYY)	220714
Time	Time value as per GPS date time in UTC format (hhmmss)	050656
Latitude	Latitude value in decimal degrees (not less than 6 places)	28.758963
Latitude Dir	Latitude Direction. Example N=North, S= South	N
Longitude	Longitude value in decimal degrees (not less than 6 places).	77.6277844
Longitude Dir	Longitude Direction. E=East, W= West	W
Speed	Speed of Vehicle as Calculated by GPS module in VLT. (in km/hrs.) (Upto One Decimal Value)	25.1
Heading	Course over ground in degrees	310.56
No of Satellites	Number of satellites available for fix	8
Altitude	Altitude of the device in meters	183.5
PDOP	Positional dilution of precision	
HDOP	Horizontal dilution of precision	
Network Operator Name	Name of Network Operator	INA Airtel
Ignition	1= Ignition On , 0 = Ignition Off	1
Main Power Status	0 = Vehicle Battery disconnected 1= Vehicle Battery reconnected	1

Main Input Voltage	Indicator showing source voltage in Volts.(Upto One Decimal Value)	12.5
Internal Battery Voltage	Indicator for level of battery charge remaining. (Upto One Decimal Value)	4.2
Emergency Status	1= On , 0 = Off	0
Tamper Alert (Optional)	C = Cover Closed, O = Cover Open	C
GSM Signal Strength	Value Ranging from 0 – 31	25
MCC	Mobile Country Code	404
MNC	Mobile Network Code	10
LAC	Location Area Code	00D6
Cell ID	GSM Cell ID	CFBD
NMR (Network Measurement Report) Neighbouring Cell ID	Neighbouring 4 cell ID along with their LAC & signal strength	
Digital Input Status	4 external digital input status (Status of Input 1 to Input 3 (0=Off; 1=On))	0001
Digital Output Status	2 external digital output status (0=Off; 1=On)	01
Frame Number	Sequence Number of the messages (000001 to 999999)	000005
End Character	Indicated End of the frame	*
Checksum (CRC)	Ensures No error in transmission (optimal) The 16 bit checksum of all the characters from the header up to the Checksum(CRC) field	16 bit

c. Vehicle CAN Packet

Description: The CAN packet is used to send CAN information of Vehicle to Server on TCP/IP protocol as defined in BIS 16833

Sno	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	CAN
iii	Vendor ID (Vendor identification header) (4 Char Vendor ID and 2 Char Device Model)	
1.	15 Digit IMEI number	123456789009876
2.	Vehicle number where the device was installed	DL35XX9821

3.	GPS Fix (1 = GPS fix OR 0 = GPS invalid)	1
4.	Date value (DDMMYY)	090823
5.	Time in UTC format (hhmmss)	060807
6.	Latitude value in decimal degrees (with minimum 6 decimal places)	17.2345678
7.	Latitude Direction (For example, N=North; S=South)	N
8.	Longitude value in decimal degrees (with minimum 6 decimal places)	78.2345675
9.	Longitude Direction (For example, E=East; W=West)	E
10.	Odometer reading (instrument cluster/CAN)	23
11.	Vehicle Status	1
12.	Traction Battery Data (As per AIS 038, revision 2, amendment 3)	44
13.	Battery SoC (State of Charge)	34
14.	Battery Voltage	45
15.	Battery Current	54
16.	Battery Temperature	45
17.	Ambient temperature	35
18.	Vehicle Speed	25
19.	Acceleration	33
20.	Deceleration	35

21.	Charging Status (it can be pushed via BMS)	1
22.	Charging Start Time	1909
23.	Charging End Time	2408
24.	Charging Power	54
25.	Charging Current	34
26.	Charging Voltage	34
27.	Cell/Pack temperature	38
28.	Motor Current and Voltage	46
29.	Motor Current and Voltage while traction	36
30.	Motor Current and Voltage while regeneration	38
31.	BMS error/charging fault	37
32.	SoH - Battery	34
33.	Health Status of BMS	1
34.	Health status of PIS	1
35.	Health Status of ITS	1
36.	Health Status of VTS	1
37.	Door open/ closed status	1
38.	Driver Side	1
39.	Passenger Side	1
40.	Rear Left	1
41.	Rear Right	1
42.	Passenger saloon temperature	34
43.	Motor Speed	28

44.	Diagnostic Trouble Codes	22
45.	Charge Discharge Cycle - Count	27
46.	Distance to empty / residual range	45
47.	Frame Number Sequence Number of the messages (000001 to 999999)	000005
48.	End Character Indicated End of the frame	*
49.	Checksum CRC 16 bit	16 bit
	(Ensures No error in transmission (optimal) The 16 bit checksum CRC of all the characters from the Start Char up to the Checksum(CRC) field	

d. Passenger Count Packet

Description: This messages sends Passenger Count Information of the Vehicle to the Server.

Sno	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	PCS
iii	Vendor ID (Vendor identification header) ((4 Char Vendor ID and 2 Char Device Model)	
1.	15 Digit IMEI number	123456789009876
2.	Vehicle number where the device was installed.	DL35XX9821
3.	GPS Fix (1 = GPS fix OR 0 = GPS invalid)	1
4.	Date value (DDMMYY)	260123
5.	Time in UTC format (HHmmss)	123435
6.	Latitude value in decimal degrees (with 6 decimal places)	17.8998765
7.	Latitude Direction (N=North; S=South)	N
8.	Longitude value in decimal degrees (with 6 decimal places)	78.8998765
9.	Longitude Direction (E=East; W=West)	N
10.	Front Door People IN	23
11.	Front Door People OUT	22
12.	Back Door People IN	45
13.	Back Door People OUT	43
14.	Route No	1
15.	Stop Name	CP
16.	Source Name	KG Marg
17.	Destination Name	ITO
18.	Frame Number (Sequence Number of the messages (000001 to 999999)	123456
19.	End Character Indicated End of the frame	*
20.	Checksum CRC 16 bit (Ensures No error in transmission (optimal) The 16 bit checksum CRC of all the characters from the Start Char up to the Checksum(CRC) field	16 bit

e. Trip Start Packet

Description: The route start packet send route start information of Vehicle to Server on TCP/IP protocol

Sno	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	TRS
iii	Vendor ID (Vendor identification header) ((4 Char Vendor ID and 2 Char Device Model)	
1.	15 Digit IMEI number	123456789009876
2.	Vehicle number where the device was installed.	DL35XX9821
3.	GPS Fix (1 = GPS fix OR 0 = GPS invalid)	1
4.	Date value (DDMMYY)	250123
5.	Time in UTC format (HHmmss)	090823
6.	Latitude value in decimal degrees (with 6 decimal places)	17.8989867
7.	Latitude Direction (N=North; S=South)	N
8.	Longitude value in decimal degrees (with 6 decimal places)	78.9089987
9.	Longitude Direction (E=East; W=West)	W
10.	Current Route ID	1
11.	Source Name	KG Marg
12.	Destination Name	ITO
13.	Expected Completion Time, Format=HHMM	1234
14.	Frame Number (Sequence Number of the messages (000001 to 999999)	123456
15.	End Character Indicated End of the frame	*
16.	Checksum CRC 16 bit (Ensures No error in transmission (optimal) The 16 bit checksum of all the characters from the Start Char up to the Checksum(CRC) field	16 bit

f. Trip End Packet

Description: The Route end Packet send Route end information of Vehicle to Server through TCP/IP communication protocol.

Sno	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	TRE
iii	Vendor ID (Vendor identification header)	
1.	15 Digit IMEI number	123456789009876
2.	Vehicle number where the device was installed.	DL35XX9821
3.	GPS Fix (1 = GPS fix OR 0 = GPS invalid)	1
4.	Date value (DDMMYY)	230923

5.	Time in UTC format (HHmmss)	123444
6.	Latitude value in decimal degrees (with 6 decimal places)	17.6767543
7.	Latitude Direction (N=North; S=South)	N
8.	Longitude value in decimal degrees (with 6 decimal places)	78.9876543
9.	Longitude Direction (E=East; W=West)	E
10.	Current Route ID	1
11.	Current Trip no	1
12.	Frame Number (Sequence Number of the messages (000001 to 999999)	123456
13.	End Character Indicated End of the frame	*
14.	Checksum CRC 16 bit (Ensures No error in transmission (optimal) The 16 bit checksum of all the characters from the Start Char up to the Checksum(CRC) field	16 bit

g. Health Packet

Description: It sends Health Status information of Vehicle to Server through TCP/IP communication protocol.

Sno	Contents	Sample Data
i	Start Character ($)	$
ii	Header (The header of the packet/ identifier)	HP
iii	Vendor ID (Vendor identification header)	
1.	15 Digit IMEI number	123456789009876
2.	Vehicle number where the device was installed	DL35XX9821
3.	GPS Fix (1 = GPS fix OR 0 = GPS invalid)	1
4.	Date value (DDMMYY)	120923
5.	Time in UTC format (hhmmss)	090800
6.	Latitude value in decimal degrees (with minimum 6 decimal places)	17.9876564
7.	Latitude Direction (N=North; S=South)	N
8.	Longitude value in decimal degrees (with minimum 6 decimal places)	78.0976543
9.	Longitude Direction (E=East; W=West)	E
10.	primary IP Address (String)	192.XXX. XXX . XXX
11.	Secondary IP Address (String)	192.XXX.XXX.XXX
12.	Firmware Version (string)	11.0.15
13.	Protocol Version (String)	10.0.1
14.	Storage 1 status (0 Failure/1 Working)	1
15.	Storage 1 memory status (0 Failure/1 Working)	1

Sno	Contents	Sample Data
16.	Storage 2 status (0 Failure/1 Working)	1
17.	Storage 2 memory status (0 Failure/1 Working)	1
18.	Front Display Board status (0 failure/1 working)	1
19.	Side Display Board status (0 failure/1 working)	1
20.	Rear Display Board status (0 failure/1 working)	1
21.	Internal Display Board status (0 failure/1 working)	1
22.	Camera 1 recording status (0 Failure/1 recording)	1
23.	Camera 2 recording status (0 Failure/1 recording)	1
24.	Camera 3 recording status (0 Failure/1 recording)	1
25.	Camera 4 recording status (0 Failure/1 recording)	1
26.	Camera 5 recording status (0 Failure/1 recording)	1
27.	Camera 6 recording status (0 Failure/1 recording)	1
28.	Camera 7 recording status (0 Failure/1 recording)	1
29.	Camera 8 recording status (0 Failure/1 recording)	1
30.	Ignition status (0 Off/1 On)	1
31.	Digital Input 1 status (0 Off/1 On)	1
32.	Digital Input 2 status (0 Off/1 On)	1
33.	Digital Input 3 status (0 Off/1 On)	1
34.	Digital Input 4 status (0 Off/1 On)	1
35.	Digital Output 1 status (0 Off/1 On)	1
36.	Digital Output 2 status (0 Off/1 On)	1
37.	Frame Number (Sequence Number of the messages (000001 to 999999)	123456
38.	End Character Indicates End of the frame	*
39.	Checksum CRC 16 bit The 16 bit checksum of all the characters from the Start Char up to the Checksum(CRC) field	16 bit

Schedule AB

Environment Social Health and Safety (EHS) Requirements

All activities under this program needs to be comply with the following Environment Social Health and Safety (EHS) requirements and the same needs to be adhered by the Authority and the Operator (as applicable) as part of the project;

1. Excluded Locations for various activities:

1.1. All activities associated with the Operation & Maintenance of Buses are proposed to be undertaken in the Maintenance Depots. For proposed modifications and related activities, the need for CTE "Consent to Establish" (if applicable) and CTO "Consent to Operate" renewal shall be obtained from Tamil Nadu Pollution Control Board (TNPCB) along with other licenses and permits by Authority/Operator, as applicable.

1.2. No depot operation & maintenance works or disposal of wastes / wastewater or other activities shall affect demarcated forest area, critical habitats, archaeologically protected monuments/areas, or excluded as per Coastal Regulation Zone ("CRZ") notification. The Authority shall ascertain and take required permissions if any activity requires CRZ clearance in any Maintenance Depot or any proposed Maintenance Depot.

1.3. Sites/ locations which should be excluded as per applicable siting criteria prescribed by TNPCB, master plan, excluded disaster zones, or other applicable criteria set out by National, State, Local Body will not be included in the Operation & Maintenance activity.

1.4. Activities that involve (i) purchase, storage, and use of banned pesticides/ insecticides/chemicals/asbestos, (ii) Contaminated Areas, not conducive for the proposed activity or use, will not be allowed.

1.5. Repairs and operation & maintenance in the depots shall be strictly in line with regulations, without any pollutants, waste, waste water discharge or safety concerns affecting any cultural resources, religious activities or sensitive areas including waterbodies, nalas, canals

2. Worker Facilities and Occupational Health & Safety (OHS)

2.1. All worker facilities & OHS shall be ensured as per regulations by the authority (for its employees employed for the Project under this Agreement) & the operators for its work force under GCC E-Bus Operations. The Maintenance Depots shall be provided by Authority in line with Factories Act/ other National / State regulations and it is the obligation of the Operator to operate and maintain it in compliance with Factories Act/ other National / State regulations throughout the Concession Period. This includes (but not limited to) canteen, crew accommodation, first aid, water supply, adequate number of clean & well-maintained toilets (separate for male/female workers) with continuous water supply & appropriate connection to public sewer or septic tank, lighting, signages, etc.

3. Materials, and Waste Management

3.1. Appropriate dust, noise, vibration, air pollution, waste and wastewater pollution prevention mechanisms and safety measures shall be adopted so that there is no disturbance to communities or sensitive receptors such as schools, hospitals etc. nearby

3.2. Solid waste (including. dry, wet & sharps, biomedical wastes if any), C&D wastes (if any), e-waste (including electronics, solar panels etc), hazardous wastes (including existing asbestos if removed), batteries, chemicals & sludge shall be segregated at source & stored in different colour coded Bins, and treatment and disposed shall be arranged in municipal / other or own facilities as in corresponding Rules. No food waste shall be stored in the premise for more than 24 hours. No dumping of wastes inside or outside premises shall be permitted.

3.3. Asbestos waste (from roofs, pipes etc.) if any shall not be tampered. It shall be safely stored & transported in covered manner; & disposed at hazardous waste TSDF (Treatment, Storage and Disposal Facilities) in line with National State regulations& special SOPs. Effluent Treatment Plant (ETP) sludge, used oil, Batteries etc. shall be disposed as hazardous or e-waste as per consent conditions and / or existing regulations without any harm to environment or people.

3.4. Materials such as solvents, paints, packaging material, and wastes may release toxic gases & create accident risks if not handled in line with regulations and permit conditions. Need regular monitoring of compliance in line with Consent Conditions, permits & regulations.

3.5. Fuel including LPG, materials required for including ETP, canteen, painting areas, maintenance aspects etc need proper safe keeping only in approved quantities. Consent conditions shall be followed & monitored by the Authority. Hazardous materials permits shall be obtained.

3.6. Use C&D waste / recycled material as much as possible in the depot.

3.7. The Wastes and fuels, materials will be stored in a safe manner in such a way that it will not be affected by floods. Disaster management / Emergency Response Plan will be prepared & followed. All workers will be trained at intervals in emergency related response measures including Fire Safety. Fire safety measures will be in place in discussion with Fire & Rescue Department, Alternate entry, exist & emergency exist ways free of any obstructions & proper stacking of materials with ease of access for fighting fires, and Water storage for use during Fire in Water tanks will be maintained.

3.8. ETP sludge shall be checked for chemicals & hazardous matter & disposal arranged in line with Consent Condition. Consent shall be renewed as required & reports furnished to TNPCB on time.

4. Special Situations & Emergencies

4.1. Chance find procedures to be followed in line with regulations

4.2. All safety requirements shall be followed during emergencies. Hazards shall be

identified & safety, emergency & Fire response plans shall be prepared and followed throughout the operations period

4.3. Disabled friendly infrastructure will be provided by the Authority at the Bus depot and the same to be operated and maintained by the operator in line with National /State regulations, guidelines and standards

4.4. Disabled friendly designed buses to be provided by the operator in line with National /State regulations, guidelines and standards.

4.5. The Operator shall ensure that no activity in Maintenance Depots shall hinder natural drainage. Suitable emergency response procedures shall be developed and followed so that there is no impact of pollution or safety in case of floods.

4.6. All hazardous material, batteries, fuels, chemicals, existing banned materials, tools and waste shall be segregated in separate well labeled containers and stored in areas that would not be affected by floods, winds etc.; and platforms above Highest Flood Level (HFL), with cut off drains, spill prevention and containment measures & SOPs.

5. Housekeeping &Greening the Depots

5.1. Good housekeeping shall be maintained at Depots at all times; without posing hazards, pollution or safety issues to the environment or people

5.2. No forest lands are converted and no tree cutting is anticipated during the Concession Period. However, greenbelt as per Consent Conditions and shrubbery/ landscaping currently maintained and handed over by the Authority shall be maintained by the Operator in good and healthy condition, for good ambience and emission absorptive properties and environmental benefits.

6. Water & Wastewater Management

6.1. No further ground water exploitation is permitted. Rain Water Harvesting and storage to be developed by Authority. Operator shall use water supplied by Chennai Metropolitan Water Supply and Sewerage Board (CMWSSB) and any additional requirement should be managed through reuse of ETP treated water, rain water harvesting and by purchase of water from tankers.

6.2. Water used for bus cleaning shall be appropriately recycled and reused. The Recycled water shall be reused for Green Belt/Flushing/Fire hydrant activities. Authority has developed Rain Water Harvesting (RWH) facility already in existing RCC buildings and under process and maintenance shed for the all six depots. Operators have to maintain the Rain Water Harvesting (RWH) systems in full working conditions.

6.3. The Operator shall maintain the Water recycling and Ground Water (GW) recharging systems.

6.4. All waste & wastewater shall be discharged in line with regulations & qualities monitored & records maintained (quantity & quality of wastes, waste water) at each depot. Storm water from depot area shall not get contaminated

6.5. No sewage or effluents shall be disposed into the drains or waterbodies etc. water from ETP will be recycled & reused

7. Monitoring & Record Keeping

7.1. The water used for Consumption (Drinking and Cooking) and Canteen use shall be tested periodically by Operator to conform to Indian Standards, and monitoring results shall be maintained as Records in the Maintenance Depot.

7.2. Records of sewage sent to fecal sludge management facility for the Maintenance Depots shall be maintained at the Maintenance Depots. ETP sludge shall be checked for chemicals & hazardous matter & disposal arranged in line with Consent Condition. Consent shall be renewed as required & reports furnished to Pollution Control Board (PCB) on time.

7.3. Solid Waste, Sewage and Treated Effluent from ETP shall be disposed in line with National/State Regulations and Conditions in Consent to Operate & periodic reports shall be maintained at the Maintenance Depot, and submitted to TNPCB in line with regulations.

All records shall be kept at the Depots including incident reports, monitoring results, cleaning schedules, waste & effluent quantities etc.