

ANNEXURE-I

**Model Request for Proposal (RfP)
for
Procurement of Electric Buses under
Gross Cost Contract (GCC)**



Stepnstones Technologies Pvt Ltd,



International Association of Public Transport (UITP)

WZ-581, Upper Ground,
Street No 21, Shiv Nagar,
New Delhi – 110058, Delhi
Tel: +91-11-25546049
Website: NA

Submitted to:

Shakti Sustainable Energy Foundation

The Capital Court, 104B/2 Left Wing,
4th Floor, Munirka Phase III
New Delhi 110067, Delhi
Tel: +91 11 47474000 | Fax: +91 11 47474043
Website: www.shaktifoundation.in

BIDS FOR

**“Request for Proposal (RFP) for appointment of Service Provider/Operator for operating
.....number of Electric Buses as city Service on Gross Cost Model”**

BID REFERENCE NUMBER:dt

through e-Procurement Portal of _____

Address:

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Preface

The Authority is inviting Bids for induction of number of electric buses on Gross Cost Model as per the terms and conditions mentioned in this RFP. Selected Operator will be responsible to induct number of EV buses with drivers and necessary insurance for the said buses. The operator will also be responsible to operate the buses on the routes specified by the authority and maintain them efficiently. The Authority will carry out fare collection. Selected operator will be paid as per the quoted rate per Km based on the distance travelled by each bus subject to minimum guaranteed kilometers specified in the RFP during the contracted period.



PART A: DISCLAIMER

This RFP is being issued by the Authority for inviting Bids for hiring of number Electric Buses (“Buses”) on Gross Cost Contract for facilitating public transport on the specified routes by the authority on such terms and conditions as set out in this RFP document.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by authority to any party hereunder. The purpose of this RFP is to provide the bidder(s) with information to assist in the formulation of their proposal. This RFP document does not purport to contain all the information that Bidders may require. Each Bidder shall conduct his own investigation and analysis, and should check the accuracy, reliability and completeness of information provided in this RFP document. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

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

The Authority reserves the right not to proceed with the appointment of operator or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons or entities, submitting a proposal.



PART B: NOTICE INVITING BID (NIT)

**Request for Proposal (RFP) for appointment of Service Provider/Operator for operating
..... number of Electric Buses as City Service on Gross Cost Model**

The Authority intends to appoint Service Provider/Operator responsible for procuring, operating and maintaining of Number of Electric Buses for City Bus Service. Bids are invited from reputed entities willing to work as Service Provider/Operator for deploying electric buses and possessing relevant capabilities as per the eligibility criteria specified in the RFP.

The Bid Document can be downloaded from the e-Procurement (<https://eproc.karnataka.gov.in>) Website on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through e-Procurement Platform.

The last date of Submission of Bid through the e-procurement portal is on @
..... hrs

For further details please visit the Bid section of _____ E- Procurement portal.

The interested parties are requested to send queries if any to [email:.....](mailto:.....) or through FAX/Speed Post/ Courier to reach the Authority on or before@.....hrs.

-ds-

Authorized Signatory

PART C: SALIENT FEATURES

Description	Details								
Tender inviting authority	_____ -								
Quantity and type of buses to be deployed	<table border="1"> <thead> <tr> <th>Type of Bus</th> <th>Quantity of buses in Nos.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Type of Bus	Quantity of buses in Nos.						
Type of Bus	Quantity of buses in Nos.								
Date of issue of NIT	-----								
Authority contact person, and Place for purchase of RFP document, submission and opening of bids	Submission of bids is online at site								
Authority address for seeking clarifications on RFP	-----								
Last date for submission of queries / clarifications	-----								
Date, time and place of Pre-Bid conference	-----								
Last date and time for receipt of bids by authority	Through e-procurement portal -----								
Date & time of opening of bid	_____ Financial Bid: To be intimated later to the Bidders meeting the eligibility and qualification criteria.								
Cost of RFP	Not Applicable. Tender Processing fee as indicated in the e-portal to be paid online in the e-procurement portal								
Bid security amount / Earnest money deposit	The Bidder shall furnish, as part of his Bid, Earnest Money Deposit (EMD) of an amount of Rs. 1,50,00,000 in the form of Bank Guarantee/Demand Draft only. The EMD in favour of "-----" from a Nationalized/Schedule Bank.								
Qualification criteria	To qualify for award of this contract, each Bidder in its name should have:								

	<ul style="list-style-type: none"> • The single bidder or the lead bidder of the Consortium shall be a registered company under the Companies Act 1956/2013. • The bidder should have the experience of operating a minimum of 50% of the quantity of bus sought in the RFP for a consecutive period of two years anytime during the previous five years. Experience of bus operation outside the country will also be considered. • The OEM being proposed in the said RFP shall stand guarantee for the performance of the buses, the battery supplied and the charging infrastructure along with chargers for a minimum of 5 years and shall assure 5-year support in terms of providing all the necessary spares at the time of bidding. • The proposed OEM shall have supplied at least 50% quantity of similar battery-operated buses and shall be in working condition for at least 1 year at the time of bid submission • The Single bidder or all the consortium members together should have an average minimum turnover of Rs _____ crore for the previous three financial years ending March 31, 2019, irrespective of the turnover in each year; • The single bidder or all the Consortium members together shall have a positive net worth. • The Electric buses to be deployed needs to comply with the Statutory requirements as stipulated in MV Act/Rules including Homologation by any of the CMVR approved testing/certification agencies.
Contract Period	<p>The contract period shall be for 10 years, review of the contract will be taken up by the Authority every year after the 7th year. Continuation of the Contract subsequent to the 7th year shall be subject to meeting the overall SLA by 80% in the previous years.</p>
Performance Security	<ul style="list-style-type: none"> • For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, shall submit to the

	<p>Authority, on the date of Execution of the contract Agreement, an unconditional and irrevocable Bank Guarantee (BG) for an amount equivalent to Rs. _____/bus. (Note: Normally 10% of the proposed bus cost)</p> <ul style="list-style-type: none"> The BG shall be in favor of “_____”, in India as per format provided in respect thereof in the RFP (“Performance Security”) within 15 days from the date of issue of Load. 															
Deployment Schedule	<ul style="list-style-type: none"> The entire number of Electric Buses, as stated in the LoA, shall be inducted as follows: <table border="1" data-bbox="587 831 1406 1274"> <thead> <tr> <th>NO</th> <th>DESCRIPTION</th> <th>TIME LINE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Prototype Inspection</td> <td>1 MONTH FROM THE DATE OF ISSUE OF P. O</td> </tr> <tr> <td>1</td> <td>TYPE TESTING/HOMOLOGATION</td> <td>3 MONTHS FROM THE DATE OF ISSUE P. O</td> </tr> <tr> <td>2</td> <td>SUPPLY INSTALLATION, COMMISSIONING OF CHARGING INFRASTRUCTURE IN IDENTIFIED AREAS</td> <td>6 MONTHS FROM THE DATE OF ISSUE OF P. O</td> </tr> <tr> <td>3</td> <td>ONE LOT OF BUSES (60 NO)</td> <td>3 MONTHS FROM THE DATE OF HOMOLOGATION</td> </tr> </tbody> </table> <p>However, the supply of buses shall commence not later than the 3rd Month.</p>	NO	DESCRIPTION	TIME LINE	1	Prototype Inspection	1 MONTH FROM THE DATE OF ISSUE OF P. O	1	TYPE TESTING/HOMOLOGATION	3 MONTHS FROM THE DATE OF ISSUE P. O	2	SUPPLY INSTALLATION, COMMISSIONING OF CHARGING INFRASTRUCTURE IN IDENTIFIED AREAS	6 MONTHS FROM THE DATE OF ISSUE OF P. O	3	ONE LOT OF BUSES (60 NO)	3 MONTHS FROM THE DATE OF HOMOLOGATION
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Payment Terms:	<p>Basis for Payments</p> <p>The Payment to the Service Provider shall be calculated as [Payment] = [KM-period] * R (where R is Applicable Kilometre Charge & [KM-period] is the number of Bus Kilometres operated by Fleet as part of the Operating Plan during the relevant Payment Period)</p> <p>Payment Terms</p> <ol style="list-style-type: none"> <u>Invoicing Period:</u> For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every [30 (thirty)] days (the “Payment Period”) <u>Payment Period</u> The Authority shall within a period of [15 (Fifteen) days] 															

	<p>from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the bus services and the evidence of salary paid to employee, make the payments of 50% of the invoice amount. The payment of balance 50% of the invoice amount shall be made within [30 (Thirty) days] of the receipt of invoice after adjustment against or fines or making other adjustments as may be applicable against the invoice under the terms of the agreement. All payments shall be made by the authority to the operator after making any tax deductions at source under Applicable laws.</p> <p>3. <u>Certifying Mechanism:</u></p> <ul style="list-style-type: none"> • Certification for payment, with reference to SLA compliance, will be carried out by the Authority on its own or by a third party appointed by the Authority 						
<p>Payment for Unutilized Km</p>	<ul style="list-style-type: none"> • If the actual utilization is below the assured utilization, for reasons not attributable to the Operator, then the Authority would pay the Operator on the minimum assured km for the half yearly period. In the event of the Operator not making available the full fleet, the payment will be restricted to the actual fleet made available. The Operator will be entitled for minimum half yearly assured payment amount only if he has maintained 95% fleet availability every month as defined in the SLA. 						
<p>Payment for Excess Kilometres</p>	<ul style="list-style-type: none"> • If actual cumulative bus km over a period of 6 months is more than the assured km then the Kilometre Charge payable for such additional kilometres shall be calculated as follows: <table border="1" data-bbox="584 1713 1414 1960"> <thead> <tr> <th data-bbox="584 1713 1106 1798">Actual Cumulative Bus Km</th> <th data-bbox="1109 1713 1414 1798">Rate/Km to be charged</th> </tr> </thead> <tbody> <tr> <td data-bbox="584 1803 1106 1883">Up to 12.5% over and above assured bus km</td> <td data-bbox="1109 1803 1414 1883">0.975 X Q</td> </tr> <tr> <td data-bbox="584 1888 1106 1960">> 12.5% up to 25.0% over and above assured bus km</td> <td data-bbox="1109 1888 1414 1960">0.950 X Q</td> </tr> </tbody> </table>	Actual Cumulative Bus Km	Rate/Km to be charged	Up to 12.5% over and above assured bus km	0.975 X Q	> 12.5% up to 25.0% over and above assured bus km	0.950 X Q
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Up to 12.5% over and above assured bus km	0.975 X Q						
> 12.5% up to 25.0% over and above assured bus km	0.950 X Q						

	<p>> 25% up to 37.5 % over and above assured bus km</p> <p>>37.5 to 50% over and above assured bus km</p> <p>>50% over and above assured bus km</p>	<p>0.925 X Q</p> <p>0.90 X Q</p> <p>0.875 X Q</p>
	<p>Where Q is the quoted rate per Km.</p>	
PENALTIES FOR THE OPERATOR	<ul style="list-style-type: none"> The Operator shall pay to the Authority penalties that shall be calculated at the rate of 0.3 times the quoted rate /km for the assured km for a day for each day of delay until fulfilment of the conditions precedent like delay in supply of buses, delay in setting up of charging infrastructure, subject to a maximum of the performance security value. 	
FINES	<ul style="list-style-type: none"> This sum total of all the fines payable by Operator in respect of each category of contracted bus due to said deficiency/delinquent events in service by the Operator in any given payment period shall be computed as set out below. <i>[D-fines] is the deduction in Operator's payment against Fines, to be made by Authority in a payment period of buses.</i> <i>[R] is applicable kilometre charge for the relevant bus type for which fine is imposed.</i> <i>[KM-Fined] penal kilometres applied against each deficiency/event as set out in Schedule 2 to this Agreement.</i> The payments to be made under Clause 16 (Operator Payment) shall be made after deducting the total fines payable during the payment period. 	

PART D: INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The _____ (Referred to as Authority/Authority in these documents) invites Bids following Two Cover Bid procedure, from eligible Bidders, for **“the appointment of Service Provider/Operator for operating and maintaining _____ number of Electric Buses as City Bus Service on Gross Cost Model”**.
- 1.2 The Scope of the project will broadly include the following, and is provided in detail in the draft contract Agreement
- 1.2.1 Buses: Procure, Operate and Maintain
 - 1.2.2 Charging Infrastructure: Procure, install, commission, Operate and Maintain
 - 1.2.3 Compliance with the Technical Specification. The buses to be deployed shall confirm to the Bus specification provided in Annexure- IV.
 - 1.2.4 The buses to be deployed by the Operator are proposed to be operated on the routes identified by the Authority, during the Contract period.
 - 1.2.5 The Operator has to register the buses in the Authority's place.
 - 1.2.6 The Operator shall be responsible for maintenance of the buses and charging infrastructure in order to keep them in good working condition and to ensure safety of the passengers. The expenditure relating to maintenance of the bus, charging infrastructure and operational cost such as tyres, spares, lubricants, wages of drivers, cleaners etc shall be borne by the Operator.
 - 1.2.7 The Operator shall make sure that the buses and chargers are available on all days. The operators shall make sure that the buses are made available for the period requisitioned in a day and operate the scheduled kilometres given for the day. The operator shall maintain adequate spare buses to meet the assured availability of buses.
 - 1.2.8 The Operator shall provide drivers with a valid driving licence and as per the requirement of the Authority

- 1.2.9 The Authority will provide Conductor for operation of the service with necessary equipment/ ticket issuing machine for issuing tickets to all the passengers.
- 1.2.10 The Operator shall not use the bus to ply for others or for any other purpose during the period of stoppage for maintenance/carrying out repairs
- 1.2.11 The Authority shall be responsible for providing the following:
- ✓ Land for charging station
 - ✓ **Building and civil works construction as detailed in Schedule 5**
- 1.2.12 Electricity, other than the electricity required for charging of buses, and the water bill shall be borne by the Operator in case of full handing over of the depot. In the event of partial handing over the cost would be shared on pro rata basis.
- 1.2.13 The expenses towards charging of buses shall be borne by the Authority.
- 1.2.14 *The Operator shall refurbish the entire bus body including interiors after the end of the 5th Year of operations*

2. Eligible Bidders

- 2.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices
- 2.2 Bidder is an entity – Single/Consortium who participates in the bidding. In the event of the bidder being a single entity, he shall be either an OEM or an Operator only.
- 2.3 In the event of the bidder being a consortium, one of the members of the Consortium should be either an Operator or an OEM. Further, in the event the lead bidder is neither an OEM nor an Operator then the lead bidder shall be the owner of the buses. The lead bidder shall give a letter of undertaking stating that post award of work, the ownership of the buses will vest with him.

3. Qualification of the Bidder:

- 3.1 All Bidders shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification information**.
- 3.2 The Bidders shall be a single entity/ consortium partners who fulfils the below mentioned qualification criteria.

3.3 To qualify for award of this contract, each Bidder in its name should have:

- 3.3.1 The single bidder or the lead bidder of the Consortium shall be a registered company under the Companies Act 1956/2013.
- 3.3.2 The bidder should have the experience of operating a minimum of 50% of the quantity of bus sought in the RFP for a consecutive period of two years anytime during the previous five years. Experience of bus operation outside the country will also be considered.
- 3.3.3 The OEM being proposed in the said RFP shall stand guarantee for the performance of the buses, the battery supplied and the charging infrastructure along with chargers for a minimum of 5 years and shall assure 5-year support in terms of providing all the necessary spares at the time of bidding.
- 3.3.4 The proposed OEM shall have supplied at least 50% quantity of similar battery-operated buses and shall be in working condition for at least 1 year at the time of bid submission
- 3.3.5 The OEM should have either manufactured and supplied at least 50% of the quantity of EV bus sought in the RFP
- 3.3.6 The Single bidder or all the consortium members together should have an average minimum turnover of Rs _____crore for the previous three financial years ending March 31, 2017, irrespective of the turnover in each year;
- 3.3.7 The single bidder or all the Consortium members together shall have a positive net worth.

4. One Bid per Bidder:

4.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates as consortium member in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

However, a single OEM/Operator (even if the OEM/Operator has submitted a bid either in the form single entity or Consortium) can give Manufacturer Consent Letter/ Authorization Form to Multiple Bidders.

Further a single bidder can also submit multiple manufacturer consent letter/Authorization Form from multiple OEM/Operator.



5. Cost of Biding:

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for those costs.

6. Site visit: - Clause Deleted

B. BID DOCUMENTS

7. Content of Bid documents

7.1 The content of the Bid documents shall be as follows:

- Notice Inviting Bids
- Instruction to Bidders
- Forms
- Draft Contract Agreements
- Schedules
- Forms of Securities

8. Clarification of Bid Documents

8.1.1 A prospective Bidder requiring any clarification of the Bid documents may notify the Authority in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Authority's address indicated in the invitation to Bid. The Authority will respond to any request for clarification which he receives earlier than 2 days prior to the pre-Bid meeting. Copies of the Authority's response will be uploaded in the eProcurement portal, including a description of the enquiry but without identifying its source.

8.2 Pre-Bid meeting:

8.2.1 The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at _____ on _____ @ _____ Hrs.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The Bidder is requested to submit any questions in writing or by cable to reach the Authority not later than the date mentioned in this RFP.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the e-procurement portal. Any modification of the Bid

documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-bid meeting shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-Bid meeting.

8.2.5 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder

9. Amendment of Bid documents

9.1 Before the deadline for submission of Bids, the Authority may modify the Bid documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the Bid documents and shall be uploaded in the e-procurement portal.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Authority shall extend as necessary the deadline for submission of Bids, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF BIDS

10. Documents comprising the Bid

10.1 The Bid submitted by the Bidder shall be in two stages in e-proc portal and shall contain the following documents as follows:

10.1.1 Technical Proposal comprising of Earnest Money Deposit & Qualification Information as per formats in the RFP;

10.1.2 Financial Proposal comprising of price Bid

11. Bid Price

11.1 The Bid price shall be hiring cost/km which shall include the bus hiring charge, the charging infrastructure cost and all other O&M expenses, **excluding charges towards electricity required to charge the Electric Buses and the GST.**

11.2 Although, quotes have been asked for multiple type of buses, the decision of awarding either on any type or all shall vest with the Authority.

11.3 Bidders may quote for any one model or both the model

12. Bid validity

12.1 Bids shall remain valid for a period not less than (180) one eighty days after the deadline date for Bid submission specified in Clause 16. A Bid valid for a shorter period shall be rejected by the Authority as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Authority may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Bidder shall furnish, as part of his Bid, Earnest Money Deposit of an amount of **Rs. 1,50,00,000** in the form of Bank Guarantee/DD only. This earnest money

deposit shall be in favour of “_____”,
from a nationalized / scheduled bank.

- 13.2 Instruments having fixed validity issued as earnest money deposit for the Bid shall be valid for 45 days beyond the validity of the Bid.
- 13.3 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Authority as non-responsive.
- 13.4 The earnest money deposit of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 12.1.
- 13.5 The earnest money deposit of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 13.6 The earnest money deposit may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) in the case of a successful Bidder, if the Bidder fails sign the Agreement; or furnish the required Security deposit within the specified time limit
- 13.7 The bidder shall upload the scanned copy of the EMD in the e-portal and shall submit the original to the Authority prior to bid opening. Failing which, the Bid shall be treated as non-responsive

14. Format and signing of Bid

- 14.1 The Bidder may submit the Bid only through government of Karnataka, e-procurement portal. No hard copy submission would be allowed.

D. SUBMISSION OF BIDS

15. Bidding through E-Bidding System:

- 15.1 The Bidding under this contract is electronic Bid submission through website [https_____](https://_____). Detailed guidelines for viewing Bids and submission of online Bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective Bidder can log on to this website and view the Invitation for Bids and can view the details of works for which Bids are invited. The prospective Bidder can submit Bids online; however, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site https://_____. After this, the Bidder can login the site through the secured login. Bidders are requested to go through the Bid documents carefully and submit the required information without exception otherwise Bids will be rejected.
- 15.2 The completed Bid comprising documents indicated in ITB clause 12, should be uploaded on the above-mentioned website given above through e-Bidding along with scanned copies of requisite certificates as are mentioned in different sections in the Bidding document and scanned copy of the Bid Security.
- 15.3 The Bidder shall submit online the requirements under qualification criteria and Technical and Financial parts. All the documents are required to be signed digitally by the Bidder. After electronic on line Bid submission, the system generates a unique Bid reference number which is time stamped. This shall be treated as acknowledgement of Bid submission.

16. Deadline for submission of the Bids

- 16.1 Bids must be received by the Authority on line not later than _____ **Hours** on _____.
- 16.2 The Authority may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Authority and the Bidder's previously subject to the original deadline will then be subject to the new deadline.

17. Late Bids

- 17.1 Any Bid received by the Authority after the deadline prescribed in Clause 16 will be returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

- 18.1 Bidders may modify their Bids online before the deadline prescribed in Clause 16.
- 18.2 As per the system design, in case a Bidder wishes to modify his Bid before due date and after submission of Bid, then he is required to withdraw his Bid first. In order to provide a quick reference to his / her commercial Bid entered by the Bidder in the e-Procurement system, a provision has been made available in the e-Procurement system wherein the Bidder can retain a copy of the commercial Bid in his / her local machine prior to his submission of the Bid. The values as available in the copy of the commercial Bid can subsequently be copied into the commercial Bid screen which then is made available to the Bidder on withdrawal of his / her Bid prior to last date and time of Bid submission."
- 18.3 No Bid may be modified after the deadline for submission of Bids.
- 18.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 12.1 above or as extended pursuant to Clause 13 is not allowed in the e-procurement system. If a Bidder does the same through any other medium, then it may result in the forfeiture of the Bid security pursuant to Clause 13.

E. BID OPENING AND EVALUATION

19. Opening of First Cover of all Bids and evaluation to determine qualified

Bidders:

- 19.1 The Authority will open the First Covers of all the Bids received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Bidders or their representatives who choose to attend at _____ **hours on** _____ the date and the place specified in Clause 16. In the event of the specified date of Bid opening being declared a holiday for the Authority, the Bids will be opened at the appointed time and location on the next working day.
- 19.2 Bids in draft mode in e-proc portal will be read out first.
- 19.3 The Bidders names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Authority may consider appropriate will be announced by the Authority at the opening.
- 19.4 The Authority shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.
- 19.5 The Authority will evaluate and determine whether each Bid (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Authority will draw out a list of qualified Bidders.16

20. Opening of Second Cover of Qqualified Bidders and Evaluation:

- 20.1 The Authority will inform all the Qualified Bidders the time, date and venue fixed for the opening of the Second Cover containing the priced Bids. The Authority will open the Second Covers of Qualified Bidders at the appointed time and date in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Authority, the Second Covers will be opened at the appointed time and location on the next working day.
- 20.2 Deleted.

- 20.3 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, bid modifications and withdrawals, and such other details as the Authority may consider appropriate, will be announced by the Authority at the Bid opening. No Bid shall be rejected at Bid opening.
- 20.4 The Authority shall prepare minutes of the Second Cover Bid opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Authority's processing of Bids or award decisions may result in the rejection of his Bid.

22. Clarification of Bids

- 22.1 To assist in the examination, evaluation, and comparison of Bids, the Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 24.
- 22.2 Subject to sub-clause 22.1, no Bidder shall contact the Authority on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, it should do so in writing.
- 22.3 Any effort by the Bidder to influence the Authority in the Authority's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

23. Examination of Bids and determination of responsiveness

- 23.1 Prior to the detailed evaluation of Bids, the Authority will determine whether each Bid; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Bid documents.
- 23.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bid documents, the Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 23.3 If a Bid is not substantially responsive, it will be rejected by the Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors -

- 24.1 As the bidding is through e-procurement portal, the said portal will carry out all the computation and hence no errors envisaged

25. Evaluation and comparison of Bids

- 25.1 The Authority will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.
- 25.2 The Authority reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bid documents or otherwise result in unsolicited benefits for the Authority shall not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

26. Award criteria

- 26.1 Subject to Clause 27, the Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid documents

provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Authority's right to accept any Bid and to reject any or all Bids

27.1 Notwithstanding Clause 26, the Authority reserves the right to accept or reject any Bid, and to cancel the Bid process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

28. Notification of award and signing of Agreement

28.1 The Bidder whose Bid has been accepted will be notified of the award by the Authority prior to expiration of the Bid validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award") will state the sum that the Authority will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Authority and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of Authority within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Authority.

28.4 Upon the furnishing by the successful Bidder of the Performance Security, the Authority will promptly notify the other Bidders that their Bids have been unsuccessful.

29. Security deposit

29.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, shall submit to the Authority, on

the date of Execution of the contract Agreement, an unconditional and irrevocable Bank Guarantee (BG) for an amount equivalent to _____ per bus (Note: Normally 10% of the bus cost). The BG shall be in favor of “_____”, **from a nationalized / scheduled bank**, in India as per format provided in respect thereof in the RFP (“Performance Security”) within 15 days from the date of issue of LoA.

- 29.2. The Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract Period (“**Validity Period**”).
- 29.3. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- 29.3.1. in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
- 29.3.2. in relation to Operator's Event of Default in accordance with the terms contained herein.
- 29.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate the Agreement.
- 29.5. On termination of the Agreement, the Performance Security shall be returned to the Operator without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Agreement.

30. Corrupt or Fraudulent practices

- 30.1 The Authority requires that the Bidders/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, for a contract.

30.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

PART E - TECHNICAL FORMS

Annexure 1: Cover Letter

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)

RFP No.

Date: (Last Date of Submission)

1. Having examined the 'Instructions to Bidder', 'Draft Contract Agreement' and Schedule for the above Bid, we the undersigned, offer to provide Fleet Operator Services in conformity with the said Conditions of Contract and Technical Specifications for the sum mentioned in the Price Bid of the Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions.
2. We acknowledge that this forms an integral part of the Bid. We also confirm acceptance of Proformas / Annexure/Schedules given in the RFP Document.
3. We undertake, if our Bid is accepted, we shall commence deployment of Buses as per deployment schedule offered by us to provide Fleet Operator Services and to guarantee satisfactory working of the buses/ fulfill our obligations under the Warranty for the period as per RFP Document.
4. If our Bid is accepted, we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with the Contract'.
5. We have independently considered the amount shown in the Contract as pre-estimated liquidated damages and damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to provider a Bid validity for a minimum period of **180 days** from the date of Last date of Submission of Bid and it shall remain binding upon us and

may be accepted at any time before the expiration of that period or any extended period mutually agreed to.

8. This Bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
9. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated: dd/mm/ivv

Signature & Name: _____

In the capacity of __duly authorised to sign Bids for and on behalf of

Address

Witness:

Signature: ____

Name: _____

Address:_____

Annexure 2: General Information of the Bidder

Sl. No.	Details	To be filled in by the Bidder	Documents to be submitted by the Bidder.
1	Name of the Bidder & Registered Office		Certificate of Incorporation
2	Address:		
(b)	Office with		
3	Name of the person authorized to sign Bid Others, if any		
			Copies of Certificates.

Name: _____ Address: _____

Mobile No: _____

Signature with Date & Name of Authorized Person signing (NAME OF THE FIRM & SEAL)

(Documents shall be enclosed duly signed attested by the authorized person of the Bidder)

1. Company incorporation Certificate along with Memorandum of Association and Article of Association

Annexure 3: Format For Financial Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____. The annual turnover of the Company/firm for the last three years from _____ is as follows;

Year	Annual Turnover (Rs. Crore)	Net Profit (Rs. Crore)
2014-15		
2015-16		
2016-17		

- Other incomes such as interest, dividend and trade income are excluded from the above-mentioned turnover.
- The Net worth* of the Bidder (name of the Bidder) as on 31st March, 20___ is Rs. _____

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

(Signed and Sealed by the statutory auditor)

ENCL

- (1) Copy of Audited annual reports for the Last three years (As Specified by Authority)

Annexure 4 (A): Indicative Minimum Mandatory Bus Specifications

(TO START WITH THE STU SHALL KEEP THE CURRENT SPECIFICATIONS OF THE DIESEL BUSES TO BE REPLACED AS THE MANDATORY MINIMUM SPECIFICATIONS AND IMPROVE THE SAME IF REQUIRED)

No.	Description	Mandatory Minimum Specifications to be adhered	Compliance
		11-12 MTR BUSES	YES/NO
1	Expected Minimum km of Operations/day	50/100/150/200/250	
2	Bus characteristics	Maximum floor height: 400 mm/650mm/900mm	
3	Propulsion system	Electrical	
4	Steering system	Hydraulic Power steering with height and angle adjustment provision. Adjustable steering column	
5	Suspension system	Fully pneumatic complete with ECAS/electronic management and control systems	
6	Brake system	Dual circuit full air brakes, with disc type arrangements for front and rear brakes. Full pneumatic electronically controlled disc brakes with brake blending and rollback prevention system. Graduated hand controlled, spring actuated parking brakes acting on rear wheels	
7	Anti-skid anti brake locking system	Required	
8	Tyres	Steel radial tube-less. Size and performance as per CMVR	
9	Bus dimensions (mm)		
9.a	Overall length (over body excluding bumper)	TO BE PROVIDED BY THE AUTHORITY	
9.b	Overall width (sole bar/floor level- extreme points)	TO BE PROVIDED BY THE AUTHORITY	
9.c	Overall height (unladen - at extreme point)	TO BE PROVIDED BY THE AUTHORITY	
9.d	Front overhang	As per CMVR	
9.e	Rear overhang	As per CMVR	
10	Maximum turning circle radius (mm)	As per CMVR	
11	Seating capacity	High back seats of cushion type minimum 35 + D + 1 WC /26+1/32+1	
12	Capacity of standee passengers	As per Bus Code AIS 052 (10/15/20)	
13	Door	Front and Middle as per CMVR	
14	Fire depression & suppression system	As per UBS II	

Annexure 5: Qualification Criteria Format

No	Description	Compliance (Yes/No)	Documents to be uploaded
1	The single bidder or the lead bidder of the Consortium shall be registered company under the Companies Act 1956/2013.		Certificate of Incorporation
2	The bidder should have the experience of operating a minimum of 50% of the quantity of bus sought in the RFP for a consecutive period of two years anytime during the previous five years. Experience of bus operation outside the country will also be considered.		Concession Agreement/Contract Agreement/ Route Permit/Stage Carriage Permit
3	In the event of Original Equipment Manufacturer being neither a bidder nor a part of the consortium, Manufacturer Consent/Authorization Form shall be submitted by the bidder. Post award of work and The OEM being proposed in the said RFP shall stand guarantee for the performance of the buses, the battery supplied and the charging infrastructure along with chargers for a minimum of 5 years and shall assure 5-year support in terms of providing all the necessary spares at the time of bidding.		Consent Letter in the desired format

4	The proposed OEM shall have supplied at least 50% quantity of similar battery-operated buses and shall be in working condition for at least 1 year at the time of bid submission		Supply Orders Supply orders supported with Support letter from Technology Partner or ARAI Certificate
6	The Single bidder or all the consortium members together should have an average turnover for the previous three financial years ending March 31, 2019 of minimum Rs. _____ crores , irrespective of the turnover in each year;		Annexure-3
7	The single bidder or all the Consortium members together shall have a positive net worth of Rs. ____cr.		Annexure-3
8	The Electric buses to be deployed needs to comply with the Statutory requirements as stipulated in MV Act/Rules including Homologation by any of the CMVR approved testing/certification agencies.		Self-Declared No Deviation certificate

Annexure 6: Consortium Agreement

[To be executed on Rs. 300/- stamp paper]

This Consortium letter (hereinafter called the "Agreement") made and entered into this day of the month of 20__ by and among:

A. LEAD MEMBER:

1. [Name and address of the Lead Member firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Member";

B. ASSOCIATE MEMBERS:

2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

WHEREAS

- (a) the Authority (as defined hereunder) intends to appoint /has appointed the Operator for operating _____ numbers of Electric City bus Services in Authority on Gross Cost Model"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said professional Project management services.

NOW THEREFORE, the Members have agreed as follows:

1. The words and expressions of all clauses shall have the meanings assigned to them as per the RFP and Agreement thereafter.
2. "Consortium" means the group of Members who have joined together to full fill the obligation of the RFP and have signed this Agreement;
3. "Lead Member" means the member which will take the lead in the management of the Consortium's affairs and who will provide the Consortium's

Representative for liaison with the Authority and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;

4. "Associate Members" means the individuals or firms which have agreed to Consortium/ in connection with the Project;
5. The Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the consortium and the entire execution of the contract, including payment, shall be done exclusively with the Lead member;
6. All members of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;
7. The Power of attorney of the signatory[is] on behalf of the Consortium for all purposes including signing of agreement, payment, regular communication etc. is attached.
8. The Performance security for the contract shall be in the name of the Lead Member.
9. The Lead Member of the Consortium will make all reasonable efforts to maintain insurance cover in the amounts stated in the contract necessary to comply with the Agreement.
10. All members of consortium shall have active participation in execution during the currency of the contract. This is not varied/modified subsequently without prior approval of the Authority;

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Lead Member firm]
Name of Authorized Representative: _____
Designation: _____
Date: _____
Seal: _____

2. For and on behalf of
[Name of the Member firm]
Name of
Authorized Representative _____
Designation _____



Date: _____

Seal _____

3. For and on behalf of

[Name of the Member firm]

Name of

Authorized Representative _____

Designation _____

Date: _____

Seal _____



Annexure 7- Manufacturers' consent Letter/ Authorization Form

No. dated

Dear Sir:

We who are established and reputable manufacturers of Electric Bus having factories at (address of factory) do hereby authorize M/s (.....) to submit a tender, and sign the contract with you for the electric buses manufactured by us against your RFP and conclude the contract , against this RFP.

We hereby commit that we adhere to the timelines of delivery of Electric buses prescribed in the said RFP and hereby extend our full guarantee and warranty as per the General Conditions of Contract for the supply by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.



Annexure 8- Operator Consent Letter/ Authorization Form

No. dated

Dear Sir:

We who are established and reputable operator of running bus services for STUs or equivalent as required in this RFP having factories at (address of factory) do hereby authorize M/s (.....) to submit a tender, and sign the contract with you against your RFP and conclude the contract , against this RFP.

We hereby commit that we adhere to the terms and conditions of the RFP/Contract and hereby extend our full guarantee that if the work is awarded to the Bidder we will run the buses as per the Conditions of Contract and post award of work will sign a back to back agreement with the Bidder.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead and should be signed by a person competent and having the power of attorney to legally bind the Operator. It should be included by the Tenderer in its tender.

Annexure 9: Format of Bank Guarantee for Earnest Money Deposit

(To be issued by a Scheduled Bank's Branch in _____)

(On a Non-Judicial Stamp Paper of appropriate value)

To,
[**Name of Officer of Authority**]
[**Name of Authority**]
[**Address of Authority**]

WHEREAS:

- A. [_____Please insert the Name of the Bidder], a company incorporated under the Companies Act, 1956/2013 having its registered office at [Please insert the address of the registered office of the Successful Bidder] ("Bidder"), has submitted a Bid for deploying 500No. of Electric Buses meeting the specification as specified in this RFP No. ___hereinafter called "the Project" to [_____Please insert Name of the Authority] ("Authority")
- B. The RFP requires the Bidder to furnish a Bank Security for Earnest Money Deposit/ Proposal Security at the time of submission of the Bid to the Authority in a sum of Rs. ____ (Rupees _____ only) [**Please insert the amount**] (the "**Bidder Security Amount**") as security for due and faithful performance of its obligations, under and in accordance with the RFP.

We, through our Branch at (the "**Bank**") have agreed to furnish this Bank Security by way of Bid 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 Bidder obligations 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 Authority such sum or sums up to an aggregate sum of the Bid Security 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 Authority that the Bidder has committed default in the due and faithful performance of all or any of its obligations 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 Bidder is in default in due and faithful performance of its obligations under the Agreement and its decision that the Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Bidder for any reason whatsoever.
 - (3) In order to give effect to this Security the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder 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 Security.
 - (4) It shall not be necessary, and the Bank hereby waives any necessity, for Authority to proceed against the Bidder before presenting to the Bank its demand under this Security.
 - (5) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the RFP or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Bidder contained in the RFP to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the RFP 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 Bidder 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 Security and the Bank hereby waives all of its rights under any such law.
- (6) This Security is in addition to and not in substitution of any other Security or security now or which may hereafter be held by the Authority in respect of or relating to the RFP; or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the RFP.
 - (7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force till _____
 - (8) Upon request made by the Bidder for release of Bid Security along with the particulars required hereunder, in accordance with the terms of the RFP, the Authority shall release the Bid Security forthwith provided the Bidder is not in breach of the RFP.
 - (9) The Bank undertakes not to revoke this Bid Security during its currency, except with the previous express consent of Authority in writing, and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.
 - (10) 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.
 - (11) This Security shall come into force with immediate effect and shall remain in force and effect till 225 days from the date of bid submission and shall be extended from time to time for such period as may be desired by Authority in accordance with the terms and conditions of the Agreement.

Signed and sealed this day of, 201__..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:
(Signature)
(Name)



(Designation)
(Code Number)
(Address)

NOTES:

- (i) The Bank Security should contain the name, designation and code number of the officer(s) signing the guarantee. 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.



Annexure 10: Anti-Blacklisting Certificate

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the _____-(Last date of submission of Bid).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Biding Process or thereafter during the agreement period. Dated this Day of, 20__

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure- 11 - Parent Company Guarantee Format

This GUARANTEE ("Guarantee") is issued on the ____ day of _____, ____ by _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as "Guarantor" and/or "_____"), at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as "Subsidiary Company"), in favor of _____, having its Head Office at _____ (hereinafter referred to as "the Authority").

WHEREAS:

The Authority has floated an RFP dated _____ inviting offers from prospective bidders for "**APPOINTMENT OF SERVICE PROVIDER/OPERATOR FOR OPERATING _____ NUMBER OF ELECTRIC VEHICLE CITY BUS SERVICE ON GROSS COST MODE**" (purpose). The bidder has submitted their bid dated _____ and has informed the Authority that the bidder is the subsidiary of the Guarantor.

The Guarantor vide this agreement is confirming the Authority that its subsidiary company, will quote and participate in the said RFP and that that the contract can be Awarded to the Bidder in the event the bidder becomes a successful bidder. For this reason, the Guarantor is ready and willing to give a Parent Company Guarantee (PCG) inter alia for the performance of their subsidiary company to the terms and conditions of the tender and on failure to assume the said obligations.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows: -

1. The Guarantor hereby irrevocably and unconditionally guarantees to Authority that its Subsidiary Company who has been awarded the work will perform its obligations under the terms and conditions of the RFP.
2. The Guarantor unconditionally and irrevocably guarantees to the Authority, that it will make available or cause to be made available to its subsidiary company all financial, technical and other resources required to ensure that the they can carry

out its obligations as per the tender terms and conditions and that at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.

3. The Guarantor hereby agrees that if the subsidiary company in any respect commit any breach or fails to fulfill any of the terms of the Contract, then the Guarantor will forthwith perform the same and fulfill all the obligations required under tender terms & conditions, without any extra cost and time implications.
4. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by the Authority due to the failure or breach on the part of its Subsidiary Company.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Subsidiary company shall continue to be the subsidiary of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Subsidiary or the Guarantor
6. The Guarantor's liabilities under this Guarantee shall not exceed the liability of the Subsidiary Company under the tender terms and conditions but this shall in any manner not affect the Guarantor's own responsibilities and liabilities under the Guarantee.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Subsidiary company have been fully performed and discharged as per the conditions of Contract.
8. Any notice, demand, declaration or other communication to be given by the Authority shall be in writing, in English language and delivered in person or by Mail or by E-Mail to the address given below: -

For Guarantor	
Mailing Address	
E-MAIL address	
Telephone No	



9. This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.
10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Authority consents to the same in writing.
11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Authority's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
12. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
13. This document has been executed by a duly authorized signatory on behalf of the Guarantor having the requisite power to do so.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

(Signature)

Witness

Signature:
Name:
Designation:
Date:

Annexure 12: Financial Forms

No	Description	Assured Km/Bus/Day	QTY of Bus	Cost/Bus	Rate/Km
1	Type of Buses	_____	_____		

PROFORMA FOR BREAKUP OF QUOTED PROCE

NO	DESCRIPTION	UNIT	COST
1	CAPEX COST		
1.a	COST OF VEHICLE INCLUDING BATTERY	RS	
1.b	COST OF CHARGERS	RS	
1.c	REFURBISHMENT COST AFTER 5 YEARS	RS	
TOTAL CAPEX			
TOTAL CAPEX/KM (TATAL CAPEX/ TOTAL ANTICIPATED BUS LIFE KM) (A)			
2	TOTAL COST OF OPERATIONS		
2.a	DRIVER CHARGES	INR/KM	
2.b	MECHANICS CHARGES	INR/KM	
2.c	ELECTRICITY CHARGES	INR/KM	
2.d	TYRES	INR/KM	
2.e	SPARES AND CONSUMABLES COST	INR/KM	
	BATTERY MAINTENANCE COST	INR/KM	
2.f	INSURANCE COST	INR/KM	
2.g	TAXES TO GOVT	INR/KM	
2.h	INTEREST COST	INR/KM	
2.i	DEPRECIATION COST	INR/KM	
2.j	MISCELLANEOUS	INR/KM	
TOTAL TCO (B)		INR/KM	
TOTAL SALVAGE VALUE (buy Back Value) (C)		INR/KM	
TOTAL LIFE CYCLE COST (A+B- C)		INR/KM	

PART F - OPERATOR AGREEMENT

The _____ having its principal office at _____, (hereinafter referred to as the "Authority", which expression shall include its successors and permitted assigns);

AND

[XYZ LTD.] a company incorporated under the Companies Act 2016 having its registered office at [_____] (hereinafter referred to as the "Operator", which expression shall include its successors and permitted assigns);

The Authority and the Operator are hereinafter individually referred to as "Party" and collectively as "Parties"

WHEREAS

- A. The Authority [has the power/function] to ensure the provision of public bus transport services within Bengaluru Metropolitan Area.
- B. After evaluating the Bids received in response to its Request for Proposal dated ___/___/20__ ("RFP"), the Authority accepted the Bid submitted by the Selected Bidder and communicated the acceptance of the Selected Bidder's Bid vide letter of award dated ___/___/20__ ("Letter of Award"). Company that will implement the Project.
- C. The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of operation and maintenance of the Bus Services Area (as defined in Clause 1.1 below).

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In the Agreement, unless the context otherwise requires, the following terms and expressions, whenever used, shall have the following meanings hereinafter respectively ascribed to them:

1.1.1 **"Aggregate Fines"** shall have the meaning as ascribed thereto in Clause 21.4 of the Agreement.

1.1.2 **"Agreement"** means this agreement executed between the Authority and the Operator together with its Schedules and any further correspondence, notices and conditions, in the RFP or otherwise, that the Parties signatory to this Agreement have expressly agreed to include as part of this Agreement.

1.1.3 **"Half Yearly Assured Bus Km"** shall have the meaning as ascribed thereto in Clause 14.5 (d) of the Agreement.

- 1.1.4 **“Half Yearly Assured Payment Amount”** shall have the meaning as ascribed thereto in Clause 14.5 (e) of the Agreement.
- 1.1.5 **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement. All bus related clearances shall be obtained by the Operator and route related licenses shall be obtained by the Authority.
- 1.1.6 **“Applicable Law”** means all the laws, Acts, Ordinances, Rules, Regulations, Notifications, Guidelines or Bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement, and applicable to the Project.
- 1.1.7 **“Assured Fleet Availability”** shall have the meaning as ascribed thereto in Clause 5.1 (j) of the Agreement.
- 1.1.8 **“Authority”** means **the Bengaluru Metropolitan Transport Corporation** or its authorized representatives.
- 1.1.9 **“Authority Clearances”** means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in **Schedule 7** to this Agreement.
- 1.1.10 **“Authority’s Event of Default”** shall have the meaning as ascribed thereto in the **Clause 24.2** of the Agreement.
- 1.1.11 **“Bidder”** is an entity – Single, Consortium who participates in the bidding.
- 1.1.12 **“Bus Depot/ Maintenance Depot”** means the space, which shall have certain minimum facilities commensurate with the requirement for parking and maintaining the Buses, subject to the execution of the Depot License Agreement.
- 1.1.13 **“Bus Kilometre”** means a kilometre travelled by a Bus as per this Agreement or as directed by the Authority.

- 1.1.14 “**Base Kilometre Charge**” or “**Kilometre Charge**” means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Half Yearly Assured Bus Kilometres.
- 1.1.15 “**Bus Permit**” means the permit for operating the Bus as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.16 “**Bus Services**” means the passenger city bus services in the Bus Service Area being implemented by the Authority in one or more phases in accordance with the terms of this Agreement.
- 1.1.17 “**Bus Service Area**” means services of operation and maintenance of Bus for transporting passengers in the Urban Area as per **Schedule 1** as specified by the Authority under the terms of this Agreement.
- 1.1.18 “**Bus Specification/Technical Specifications**” shall mean the specifications of the Bus provided under this RFP.
- 1.1.19 “**Bus Stop**” means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.20 “**Central Control Centre**” means computerised central monitoring unit setup, audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.
- 1.1.21 “**Charging Infrastructure**” shall mean infrastructure to be setup by the operator either for fast charging or battery swapping.
- 1.1.22 “**Commercial Operations Date**”/ “**COD**” shall mean the date from which the last bus of the said lot has been inducted and operationalized by the Operator as per the deployment Schedule.
- 1.1.23 “**Conditions Precedent**” shall have the meaning specified in Clause 4 of this Agreement.
- 1.1.24 “**Bus(es)**” means one or more of the passenger Electric bus units deployed **by** the Operator from time to time for the purposes providing bus service to an Area in accordance with the terms of this Agreement.

- 1.1.25 “**Contract Period**” means 10 **years**, review of the contract will be taken up by the Corporation every year after the 7th year. **Continuation of the Contract subsequent to the 7th year shall be subject to meeting the overall SLA by 80% in the previous years.**
- 1.1.26 “**Depot License Agreement**” means the agreement under which the Operator shall be given a limited right to use the Depot (as described in detail in the Depot License Agreement) as provided in Schedule 4 to this Agreement.
- 1.1.27 “**Dispute**” shall have the meaning ascribed to it in Clause 29.1.1 of this Agreement.
- 1.1.28 “**Encumbrances**” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.29 “**Execution Date**” shall mean and refer to the date of execution of this Agreement.
- 1.1.30 “**Escrow Agreement**” shall have the meaning specified in Clause 16 of the Agreement and the in accordance with the format provided in Schedule 10 of this Agreement.
- 1.1.31 “**Escrow Bank**” shall have the meaning as ascribed thereto in the Clause 16 of this Agreement.
- 1.1.32 “**Fines**” shall have the meaning as ascribed thereto in the Clause 21.1 of this Agreement.
- 1.1.33 “**Fleet**” shall refer to the total number of Bus having achieved COD pursuant to this Agreement.
- 1.1.34 “**Fleet Deployment Plan**” means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 10.1 read with **Schedule 8** of this Agreement.
- 1.1.35 “**Global Positioning System (GPS)**” means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period.
- 1.1.36 “**Government**” means the “**Government of Karnataka**”;

- 1.1.37 “**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- 1.1.38 “**Invoice Amount**” shall have the meaning specified in Clause 14.5 of this Agreement.
- 1.1.39 “**LED Display**” shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Bus and which shall be used for the public information system.
- 1.1.40 “**Letter of Award**” means the letter of award issued by the Authority to the Selected Bidder
- 1.1.41 “**Manufacturer/OEM**” means the bus manufacturer.
- 1.1.42 “**Material Breach**” means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.43 “**New Lot of Bus**” means the deployment schedule as indicated in **Schedule 3** to this Agreement.
- 1.1.44 “**Operation and Maintenance Standards**” means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Contract Period and have been provided at different places in the agreement.
- 1.1.45 “**Operations Manager**” shall have the meaning ascribed to it in Clause 18.1.9.
- 1.1.46 “**Operating Plan**” or “**Operations Plan**” means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the Authority and has been provided as a part of the Fleet Deployment Plan.

- 1.1.47 “**Operator**” shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.48 “**Operator Clearances**” means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in **Schedule 7** to this Agreement.
- 1.1.49 “**Operator’s Event of Default**” shall have the meaning as ascribed thereto in Clause 24.1 of the Agreement.
- 1.1.50 “**Operator’s Payment**” means payment given to the Operator for providing operating and maintenance services in accordance with Clause 14 of this Agreement.
- 1.1.51 “**Passenger Fare**” shall have the meaning ascribed to it in Clause 12.1 of this Agreement.
- 1.1.52 “**Parking Spaces**” shall mean the spaces provided by the Authority for parking and have been described in detail in **Schedule 9** of this Agreement.
- 1.1.53 “**Payment Period**” shall have the meaning as ascribed thereto in Clause 14.5 of this Agreement.
- 1.1.54 “**Performance Security**” shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.
- 1.1.55 “**Project**” means the operation, maintenance of the Bus, and Bus Services being provided in the Bus Service Area by the Operator in accordance with the terms of this Agreement.
- 1.1.56 “**RFP**” means this RFP document along with Schedule attached issued for the purpose of selecting an Operator for the Project;
- 1.1.57 “**RTA**” or “**RTO**” means the Regional Transport Authorities/ Regional Transport Offices of Bangalore City Jurisdiction.
- 1.1.58 “**Remedial Period**” shall have the meaning specified in Clause 25.1 and 25.2 of this Agreement.
- 1.1.59 “**Routes**” means the routes within the Bus Service Area determined exclusively and notified by the Authority from time to time, and the Bus under this Agreement shall operate only on such Routes.
- 1.1.60 “**Area Scheme**” means as notified by the competent authority in

relation to the Bus Service to be implemented as per this Agreement.

- 1.1.61 **"Selected Bidder"** means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.62 **Terminal"** means the interchange terminals/stops (under the control of Authority) from where the Contracted Bus(es) start or end their trip(s), and/or are parked for a short duration, besides which it may provide other Passenger related amenities/facilities and facilitate transfers of Passengers amongst modes/services etc; **Terminal shall include TMCs, Bus Terminals and major bus stops/stations** and the details of which have been provided in **Schedule 9** to this Agreement.
- 1.1.63 **"Third Party"** means any person other than the Authority and the Operator.
- 1.1.64 **"Total Contract Period"** means, in reference to each lot of Bus, a period of **Ten years** beginning from COD of the particular Lot of Bus. Review of the contract will be taken up by the Corporation every year after the 7th year. **Continuation of the Contract subsequent to the 7th year shall be subject to meeting the overall SLA by 80% in the previous years.**
- 1.1.65 **"Urban Area"** means Bengaluru and its surrounding areas notified as: (i) "Metropolitan Areas" under Article 243P of the Constitution of India, (ii) "Urban Areas" under the Census of India, or (iii) "Urban Area" by the Central Government or the State Government from time to time.
- 1.1.66 **"Validity Period"** means the period for which the Performance Security has to be maintained in accordance with Clause 6.2 of this Agreement.
- 1.1.67 **"Vandalism"** shall have meaning specified in Clause 20.2 of this Agreement.
- 1.1.68 **"Vehicle Tracking System"** is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- a. words denoting the singular shall include the plural and vice versa;
- b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- d. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- e. references to the word "include" or "including" shall be construed without limitation;
- f. references to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated; and
- g. the Schedule to this Agreement form 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.
- h. terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

1.2.2 The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- a. This Agreement along with all Schedule hereto.
- b. Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Schedule, Corrigendum and Addendums thereto.
- c. Letter of Acceptance (LOA) no. issued on
- d. Any relevant correspondence between the two Parties that

the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the contract or by way of revised or improved understanding of any terms of the Agreement as appended herein.

2. APPOINTMENT OF THE OPERATOR

2.1 Appointment of the Operator

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and nontransferable basis, the Operator, and the Operator hereby accepts its appointment to operate and maintain the Bus Services within the Bus Service Area in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

2.2 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

3. TERM OF THE AGREEMENT

3.1 The term of the Agreement for all Bus shall be the Total Contract Period. The contract period **shall be for 10 years**, review of the contract will be taken up by the Corporation every year after the 7th year. **Continuation of the Contract subsequent to the 7th year shall be subject to meeting the overall SLA by 80% in the previous years.**

3.2 In the event of termination, the Total Contract Period shall be limited to the period commencing from the Execution Date and ending on the date on which this Agreement is terminated in accordance with the provisions of this contract.

4. CONDITIONS PRECEDENT

The respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the condition's precedent specified in this Clause 4 ("**Conditions Precedent**").

4.1 The Authority's Conditions Precedent

4.1.1 The Authority shall fulfil the following conditions precedents before the COD of the first Lot of Bus. The Authority shall:

- a. handover a Bus Depot(s) or provide space in depots subject to the execution of the Depot License Agreement in accordance with the terms contained herein;
- b. execute the Depot License Agreement with the Operator;
- c. execute the Escrow Agreement as per Clause 16 of this Agreement; and
- d. **Provide electricity point inside the Depot for facilitating the Operator to setup the necessary charging infrastructure.**

4.2 Operator's Conditions Precedent

4.2.1 The Operator shall provide the Performance Security in accordance with Clause 6 of this Agreement.

4.2.2 The Operator shall fulfil the following conditions precedents before the COD for the respective Lot of Bus. The Operator shall:

- a. Procure the EV buses and deploy the same as per project milestone as per the specification prescribed by the Authority
- b. appoint duly licensed and trained bus-drivers, supervising staff and other personnel as provided in the RFP required for the purpose of operation and maintenance of the Bus in accordance with this Agreement and in accordance with Applicable Law;
- c. provide and install any necessary moveable infrastructure such as equipment's and machinery in Bus Depot, charging **infrastructure for EV buses**, Terminals, and/or Parking Space as provided in **Schedule 11 to** this Agreement;
- d. execute the Depot License Agreement with the Authority as per format provided by the Authority; and
- e. obtain and maintain all Operator Clearances in accordance with the terms contained herein.

4.3 The Parties shall make all reasonable endeavours to satisfy the Conditions Precedent as provided in Clause 4.1 and Clause 4.2 within the stipulated time period.

4.4 The Parties shall notify each other in writing at least once every [15 (fifteen)] days on the progress made in satisfying the respective conditions precedent. Each Party shall promptly inform the other Party when any Conditions Precedents for which it is responsible has been satisfied

4.5 Non-fulfilment of Conditions Precedent

4.5.1 In the event of non-fulfilment of any of the conditions precedent specified in Clause 4.1 and 4.2 above for reasons other than for as a result of breach of this Agreement by any Party or due to Force Majeure, any such conditions precedent may be waived or the time period for satisfaction of such Conditions Precedent may be extended, though only through the mutual consent of both Parties in writing.

4.5.2 Delay by the Operator

4.5.2.1 In the event of non-fulfilment in full by the Operator of any of the Conditions Precedent contemplated in Clause 4.2 within the stipulated time period or within such extended time that the Parties have agreed upon, and provided such Conditions Precedent has not been waived through mutual agreement of the Parties, then the Operator shall pay to the Authority **damages that shall be calculated at the rate of 0.3 times the quoted rate /km for the assured km for a day for each day of delay until fulfilment of the Conditions Precedent subject to a maximum of the performance security value.**

5. SCOPE OF WORK:

5.1 The Operator shall throughout the Total Contract Period:

- a. Procure EV buses as per the specifications provided by the Authority and setup the required charging infrastructure in the respective bus depot and in certain other locations in the route in which buses will be run.
- b. Operate the Buses in compliance with terms contained herein including routes, frequency and schedules as may be specified by the Authority from time to time;
- c. Maximum downtime of buses for charging should be restricted to 30 mins/day during operational hours, excluding break times, without affecting the scheduled time provided by the Authority.
- d. Provide duly licensed drivers to ensure the continued and

uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Laws;

- e. Ensure that all drivers, staff and personnel (whether appointed/employed on a permanent or temporary basis) are provided the required training on driving, safety, behaviour and hygiene aspects;
- f. At his own cost and expenses procure and maintain all Operator Clearances in accordance with **Schedule 7** for the purposes of providing Bus Services as per the terms of this Agreement;
- g. Maintain the Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- h. Ensure that safety and security of passengers and any third person on or in the Bus is maintained at all times;
- i. Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, except those taxes which are the responsibility of the Authority as per the terms of this Agreement;
- j. Subject to prior written approval of the Authority, develop and establish a facility for the purposes of maintenance of the Bus at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Bus;
- k. Ensure any equipment installed by the Authority on the EV Buses or within the Bus Depot including any monitoring device is not tampered with in any manner; and that the Authority and its authorised personnel, are allowed to inspect the equipment installed on the Buses and the Bus Depots at any time without any notice in this regard;
- l. The Service Provider shall make available 100 per cent of the fleet available, ensuring that the necessary manpower and supporting maintenance infrastructure and charging infrastructure are in place. The setting up and operationalisation including maintenance of the charging infrastructure required for operation of the said buses shall be in the scope of the Service Provider. Authority shall provide the incoming power supply system and space for charging at its depot and bus stations (if needed). Cost of electricity shall be borne by Authority.
- m. Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and

tear of the bus due to bad road conditions, rains, heavy traffic etc. shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.

- n. Subject to Applicable Law in relation to display of advertisements in public, the Operator shall have the right to display advertisements on the Bus and collect and appropriate revenue from the same. The revenue thus collected will be shared with the Authority at a 70:30 ratio.
- o. The Operator shall ensure that such advertisements are aesthetically placed with proper considerations with regard to passenger signage, cleanliness, lack of clutter, and consistency with bus design, in accordance with Applicable Law and any instructions issued by the Authority from time to time. The Authority shall have the right to instruct the Operator to re-organize/re-design the advertisement displays or to remove them altogether at any time throughout the Total Contract Period for reasons like decency, reasonableness and any other objectionable or not suitable for public views etc;
- p. Ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis) required in relation to the operation and maintenance of Bus Service;
- q. Regular monthly reports to the Authority as per the format of reports stipulated in the RFP and as may be instructed by Authority from time to time; and
- r. Carry out all activities necessary for the effective implementation of the provisions of this Agreement.
- s. The Operator shall refurbish the entire bus body building including interiors after the end of the 5th Year

6. PERFORMANCE SECURITY

- 6.1 For securing the due and faithful performance of the obligations of the Operator, the Operator, should submit to the tenderer, on the Execution Date an unconditional and irrevocable bank guarantee for amount equivalent to **Rs. 13,50,000/bus** from a nationalized/Scheduled bank in India.
- 6.2 The Operator shall maintain a valid and binding Performance Security for a period

- of three months after the expiry of the Total Contract Period ("**Validity Period**").
- 6.3 The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a. in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
 - b. in relation to Operator's Event of Default in accordance with the terms contained herein.
- 6.4 At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- 6.5 On termination of this Agreement, the Performance Security shall be returned to the Operator without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.

7. OWNERSHIP OF BUS

- 7.1 Subject to the terms of Clause 28, the ownership of the Bus shall at all times remain solely vested with the Operator during the Total Contract Period.
- 7.2 All the Bus shall be registered in the name of Operator
- 7.3 The Operator shall not claim any right or privilege about the bus route or operations

8. HANDOVER OF PARKING SPACE AND BUS DEPOT

- 8.1 For the purposes of maintenance, cleaning and parking of Bus, subject to the execution of a Depot License Agreement as provided in Schedule 4 to this Agreement, the Authority shall provide a Bus Depot.
- 8.2 It is hereby clarified that the Operator shall only have a limited right to way and right to use the Bus Depot subject to the terms of the Bus Depot License Agreement and the terms contained herein.
- 8.3 In addition to the Bus Depot the Authority may also provide: (I) Terminals and (ii) Parking Spaces to enable the Operator to park the Bus for short duration and carry out maintenance activities in accordance with the terms contained herein. The Authority shall require separate license agreements to be executed in respect of

Terminal and/or Parking Spaces as and when provided to the Operator

- 8.4 The Bus Depot shall be equipped with basic civil infrastructure the minimum facilities as specified in Schedule 5 with area commensurate with requirement for parking and maintaining the Bus.
- 8.5 The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Bus in accordance with the terms contained herein.
- 8.6 The Operator at his own cost shall set up the charging infrastructure. Maximum downtime of buses for charging should be restricted to 30 mins/day during operational hours, excluding break times, without affecting the scheduled time provided by the Authority.
- 8.7 Notwithstanding the foregoing, the Operator shall be obligated to allow the buses of Authority, as may be identified by the Authority from time to time, to share infrastructure provided by the Authority
- 8.8 It is hereby clarified that the ownership of the Bus Depot, Parking Spaces and/or Terminals shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right of way and right to use the Bus Depot, Parking Spaces and/or Terminals, and on Termination, the Operator shall vacate and hand back such Bus Depot, Parking Spaces and/or Terminals as per the terms contained herein. Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement.
- 8.9 The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.
- 8.10 The Operator shall:
 - a) at his own cost and expense maintain the area of the Bus Depot, Parking Space and Terminal provided to it under the terms of the license agreement and the terms contained herein in good working condition;
 - b) not cause any damage in the area of the Bus Depot, Parking Space and Terminal provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.
 - c) only be responsible to maintain the area of the Bus Depot, Terminal and Parking

Spaces which has been specifically allocated and handed over to him by the Authority in part or full under the relevant license agreement.

- 8.11 The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis. However, the Operator shall be liable to pay bills for the actual consumption of utilities only on a pro-rata basis in relation to the area of the Bus Depot, Terminal and Parking Space allotted to the Operator in case of partial handing over. However, the electricity charges towards charging of buses will be paid by the Authority and shall not be a part of the /Km rate charged by the Operator.

9. INSPECTION AND TESTING OF EV BUSES BY THE AUTHORITY

- 9.1 The Authority may, before accepting each Lot of Buses, shall inspect the said Lot with reference to the specifications specified under the contract. The Operator shall commence supply of lot only after the said inspection and acceptance by the Authority.

10. FLEET DEPLOYMENT PLAN

- 10.1 The Authority shall develop a plan which shall contain details including but not limited to, bus details, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off-peak hour requirements ("Fleet Deployment Plan").
- 10.2 The Authority may develop the Fleet Deployment Plan in consultation with the Operator. Provided however, the suggestions made by the Operator shall not be binding on the Authority.
- 10.3 The Authority reserves the right at its own sole discretion to make changes to the Fleet Deployment Plan from time to time, after checking the viability of the said route in terms charging infrastructure facilities and shall notify the same to the Operator.

11. ROUTES AND SCHEDULES

- 11.1 The Authority shall have the exclusive authority to determine Routes, frequency and schedules of the Bus as a part of the Fleet Deployment Plan throughout the Total Contract Period.
- 11.2 The Operator shall ensure that the Bus are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.

- 11.3 The Authority may at any time make changes to the Routes, frequency, schedules of Bus due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements, road blocks, traffic diversions or special trips.
- 11.4 In the event the Authority makes changes as specified in Clause 11.3 above, it shall notify the Operator in writing prior to the date of implementation of such change.
- 11.5 In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

12. FARE COLLECTION

12.1 Passenger Fare Determination

The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Bus or persons who avail of the Bus Service ("Passenger Fare").

12.2 Passenger Fare Collection

- a) The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or any authority methodology it deems appropriate.
- b) The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof. However, the Authority, if required may do collection through driver cum conductor using the driver of the Operator, if required. In the event of using driver as driver cum conductor then the qualification of such drivers will be different which will be mutually discussed and finalized.
- c) In the event the Authority opts for conductor less operations with sufficient checks and balances using electronic mechanism. In such cases, it shall be the responsibility of the Driver to keep a vigil on the fare collection mechanism.
- d) The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority though itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Bus.

13. ADVERTISEMENT ON THE BUSES

- 13.1 Subject to Applicable Law, the Authority will permit the Operator to display

- advertisements on the Bus.
- 13.2 In the event the Operator is permitted to display advertisements on the Bus, it shall submit a proposal in relation thereof including but not limited to details such as the content of the advertisements, dimensions and material used for advertisement posters and the places on/in buses where advertisements are proposed to be displayed for the approval of the Authority.
- 13.3 The Operator shall display advertisements on the Buses in accordance with:(i) the approved proposal as provided in sub-clause 13.2 above, (ii) any instructions issued by the Authority in regard thereof, and (iii) provisions of Applicable Law.
- 13.4 The Parties agree that no display of negative content or advertisement shall be permitted on the Bus irrespective of the time of the day and scale of the advertisement. Such negative content/ advertisement includes but is not limited to:
- a) advertisements prohibited by the Applicable Law and/or the Advertisement Council of India;
 - b) advertisements of goods or services which are prohibited by Applicable Law;
 - c) advertisements of political parties or religious groups;
 - d) advertisements of any kind of prohibited drugs, alcohol and all kind of tobacco products for smoking;
 - e) advertisements containing pornographic contents and/ or an “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - f) advertisements containing sexual overtone and/ or nudity;
 - g) advertisements glorifying exploitation of women or child;
 - h) advertisements showing violence and cruelty to either human being or any kind of plant or animal;
 - i) advertisements showing racial abuse to any caste or community or propagating ethnic differences;
 - j) advertisements related to lottery tickets, sweepstakes entries and slot machines;
 - k) any other advertisement policy or regulation as may be notified by the [State/Central] Government from time to time; and
 - l) any other advertisement found inappropriate by the Authority.

- 13.5 Notwithstanding the provisions of Clause 13.1, the Operator shall at all times ensure that no part of the Bus including but not limited to the external and internal colour, body of the Bus or any part thereof are damaged due to advertisement stickers or any other form of displays.
- 13.6 The Operator shall not display advertisements in a manner which may obstruct partially or completely the visibility from inside and outside the Bus including on the windows of the Bus.
- 13.7** Subject to Applicable Laws, the Operator shall be entitled to appropriate revenue generated from the advertisement on Bus. The revenue generation through advertisement in the buses shall be shared between the Operator and the Authority in the ratio of 70:30 **(To be decided by the Authority)**

14. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

- 14.1 Bus Kilometres for any particular Bus of a particular type shall comprise of the following:
- a) Distance travelled by the Bus assigned on given Route(s) as per the Operating Plan.
 - b) Distance travelled by the Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day.
 - c) Distance travelled by the Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's service.
 - d) Distance travelled by a Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
- 14.2 Bus Kilometres shall not constitute any kilometres travelled by the Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.
- 14.3 The Authority shall compute and provide to the Operator, for every Payment Period, the total number of kilometres that the Buses have travelled for the said period. Such calculation shall be made using GPS and in case of absence of GPS manually under the supervision of the Authority as per the scheduled length operated. The Operator shall be paid based on the Bus Kilometres logged and verified in this manner according to the Kilometre Charge fixed.

14.4 Basis for Payments

The Payment to the Service Provider shall be calculated as $[\text{Payment}] = [\text{KM-period}] * R$ (where R is Applicable Kilometre Charge & $[\text{KM-period}]$ is the number of Bus Kilometres operated by Fleet as part of the Operating Plan during the relevant Payment Period)

14.5 Payment Terms

14.5.1 Invoicing Period:

For each Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every [30 (thirty)] days (the "Payment Period") specifying:

- i. registration number of each bus that has travelled as part of the Bus Service,
- ii. "Bus Kilometres travelled by each Bus and the quoted rate/Km as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)"
- iii. GST, if any, payable on the amount; and
- iv. Fine and penalty will be levied by the Authority as per SLA, **subject to Clause 24.3 of this Agreement.**

14.5.2 Payment Period

The Authority shall within a period of [15 (Fifteen) days] from receipt of the invoice, subject to verification of the invoice against the records that it has in relation to the Bus Services and the evidence of salary paid to employee, make the payments of 50% of the Invoice Amount. The payment of balance 50% of the Invoice Amount shall be made within [30 (Thirty) days] of the receipt of invoice after adjustment against or fines or making other adjustments as may be applicable against the invoice under the terms of the Agreement. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law, fines, penalties and any other deductions

14.5.3 Assured Vehicle Utilization

The Authority proposes to operate the buses provided by the Operator for a minimum of _____km/Day per bus. In case, if the Authority operates the buses for less than _____km/day, then the unutilized km averaged over 180 days (6 months) would be considered for payment.

As such the minimum assured kilometer is average _____ km per bus over a period of 6 months (_____ km*180 day*Number of Buses), from the commercial operation date of the said lot. The same will be calculated on a half yearly basis then on.

14.5.4 Half Yearly Assured Payment Amount

a) Payment for Unutilised Kilometres:

If the actual utilization is below the assured utilization then the Authority would pay the Operator on the minimum assured km for the half yearly period. In the event of the Operator not making available the full fleet, the payment will be restricted to the actual fleet made available. The Operator will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained **95% fleet availability every month.**

b) Payment for Excess Kilometres

If Actual cumulative bus km over a period of 6 months is more than the assured km then the Kilometer Charge payable for such additional kilometers shall be calculated as follows:

Actual Cumulative Bus Km	Rate/Km to be charged
Up to 12.5% over and above assured bus km	0.975 X Q
> 12.5% up to 25.0% over and above assured bus km	0.950 X Q
> 25% up to 37.5 % over and above assured bus km	0.925 X Q
>37.5 to 50% over and above assured bus km	0.90 X Q
>50% over and above assured bus km	0.875 X Q

Note Q is the quoted rate

The determination of whether Half Yearly Assured Payment Amount is due will be done at the end of a period of six consecutive calendar months. The Authority will provide the Operator with a notice of the calculation with the supporting data (the kilometers travelled by each of the Bus comprising the Available Fleet).

The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometers. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometers that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency.

c) Price escalation

The Operator shall be entitled for price escalation, of 1% of the quoted price/km every year from the date of CoD of the last lot of buses whichever is late.

d) Interest for Delayed Payment

Any payments due to the Operator if delayed beyond a period of 60 days from date of submission of invoice, the Operator shall be paid the amount due along with interest as per prevailing minimum Base Rate fixed by RBI .

14.6 Limitations to Liability of Authority for Operations and Maintenance

The Authority shall not be liable to make any other payments other than the payments described in this section

14.7 Liabilities arising from negligent driving and accidents

Any damages arising due to negligent driving, or accidents of the Bus on the street shall be the liability of the Operator.

14.8 Fines and Compensation

Any fines levied by traffic police or any competent authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.

15. TAXES AND STATUTORY LEVIES

15.1 The responsibility to pay taxes and statutory charges related to Bus Services would be divided between the Authority and the Operator as mentioned in the responsibility matrix provided in the table below:

Sr. No.	Taxes and Charges	Parties responsible for payment
1	Vehicle Registration Charges	Operator
2	Insurance premium for the Buses and other assets owned by the Authority	Operator
3	Motor Vehicle tax within Municipal Limit of Bangalore metropolitan area	Operator
5	Passenger Tax	Authority
6	Stage Carriage Permit	Authority
7	Service Tax	Operator

16. ESCROW ACCOUNT

16.1 The Authority shall within 30^{days} from the Signing of Agreement shall open and establish an account (the “**Escrow Account**”) with a nationalised bank (the “**Escrow Bank**”).

16.2 For the purpose of opening and operating an Escrow Account, the Authority shall enter into an Agreement with the Operator and the Escrow Bank (“the Escrow Agreement”) in accordance with the format provided in **Schedule 10** to this Agreement. The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof.

16.3 The Authority shall deposit all the revenues generated and all the income accruing from the operation and maintenance of the Bus and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by

- the Authority (itself or through a third party) in the Escrow Account.
- 16.4 The Authority shall at all times throughout the Total Contract Period maintain at least an amount equivalent to [1 (one)] month's estimated payment of Kilometre Charge payable to the Operator and for this purpose, replenish with its own resources, any deficit that may arise in maintaining such balance of funds.
- 16.5 The Escrow Account shall only be operated by the Authority.
- 16.6 The Escrow Account shall, inter alia, provide for a priority order for payment to be made out of it at the beginning of every Payment Period. The order of priority shall be as given below:
- a) Payment towards taxes and other statutory levies.
 - b) Payments to the Operator towards Kilometer charge after adjusting for 'a' above.
 - c) Payments due from the operator to anyone as part of legal or statutory liability
 - d) Balance funds to flow to Authority, subject to the maintenance of balance of amount equivalent to [1 (one)] month's estimated payment of Kilometer Charge to the Operator.
- 16.7 Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated by the Authority.

17. OPERATION AND MAINTENANCE STANDARDS

- 17.1 The Operator shall observe the minimum service standards for operations and maintenance of Bus as provided in the Agreement under Clause 18
- 17.2 The Operator shall operate and maintain the Bus in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.
- 17.3 The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Bus without causing any disruption to the frequency or the availability of the Bus in accordance with the terms contained herein:
- a. EV charging of the bus
 - b. Periodic check and maintenance of batteries
 - c. Periodic checkup of battery coolant system
 - ~~d.~~ Periodic checkup of BMS
 - e. Checking of tyres
 - f. Cleaning, sweeping and washing of buses including soap washing every

week.

- g. Attending to defects reported by drivers.
- h. Detailed cleanliness schedule to be adopted as prescribed in Schedule 2a

- 17.4 In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness and a pollution control certificate from the relevant authorities for all the Bus from time to time.
- 17.5 In the event the Operator fails to maintain the security of the Bus and there is any theft or damage of bus component/spare parts/hardware/software/instrument, then the Operator shall reinstall/re- instate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification.
- 17.6 The Authority or representative of the Authority shall monitor the replacement or re- installation done by the Operator. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/hardware/software/instrument is of an inferior quality then the Authority shall get it replaced and deduct the amount from the payment due.
- 17.7 In the event of such breach in security as explained in clause 17.5, the Operator shall extend all co-operation to the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation thereof.
- 17.8 The Operator shall be responsible for disposal/storage of unserviceable batteries as per Environmental norms.

18. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR AND THE AUTHORITY

18.1. Obligations of the Operator

In addition to the terms and conditions of this Agreement, the Operator shall perform the following obligations. The Operator shall:

18.1.1 Operation and Maintenance of Bus:

- a) operate and maintain the Bus Service in accordance with the Fleet Deployment Plan (FDP) or Operating Plan (OP) and the terms contained herein;
- b) use the Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Bus for any other purposes;
- c) allow access to the Buses to all members of the public without any prejudice or discrimination;

- d) Make drivers and technicians undergo orientation / familiarization training Programme regarding bus operation and maintenance. Operator shall arrange for space, the training bus etc. for said training program at his cost. The training program shall be organized by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as updating training to existing manpower.
- e) ensure the highest standards of cleanliness both inside and outside the Bus at the time of reporting for the first shift of operations of the bus service of the day;
- f) ensure safety and security of the passengers, personnel and any third party using the Bus. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;
- g) ensure safety and security of the Buses against theft or other forms of damage;
- h) maintain working capital equivalent to at least one month's Operator Payment;
- i) ensure that the Bus stops to pick up and allow the passenger to get off at all the scheduled bus stations;
- j) provide and maintain (and keep up to date) first aid box in each Contracted Bus during Contract Period;
- k) keep available any and all equipment, consumable, machine or materials that are required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Contract Period;
- l) make adequate arrangements either in-house or outsourced for overhauling of bus aggregates, repair and re-treading of tyres, repair of bus bodies, repair of accidental buses, etc. to the satisfaction of the Authority.
- m) make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, making way for flow of traffic, etc. in least possible time.
- n) shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Contracted Bus monitoring devices provided in the Buses and the Project to enable provision of safer Bus Services to the passengers.
- o) shall ensure the air conditioners (if any) provided in the Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.

- p) All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc. as decided by Authority.
- q) ensure at its own cost and expense and keep available at all times, any and all equipment, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.

18.1.2 Co-operation with the Authority

- a) cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating or monitoring any equipment, instruments or systems in the Bus or Bus Depots, Terminals and/or Parking Spaces;
- b) make adequate communication arrangements / develop communication facilities / center for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c) Co-operate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;
- d) co-operate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines, on board entertainment devices if required. The Authority, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Operator or its personnel;
- e) respond to all notices letters communications received from Authority within the given time frame;
- f) provide all information, data, records, documents or information as may be required by Authority or Project Management Consultant, from time to time; and
- g) participate in all the meetings, discussions as directed by the Authority from time to time.

18.1.3 Compliance with the terms of the Warranty and Good Industry Practice

- a) undertake all preventive and corrective maintenance in compliance from time to time and in accordance with Good Industry Practice;
- b) carry out major overhauls of the Buses according to the number of kilometers travelled as per terms of the warranty, standards and in accordance with Good Industry Practice;
- c) Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period.

18.1.4 Annual Maintenance Contract

- a) procure and maintain an annual comprehensive maintenance contract with the OEM or his authorized dealer or with well-equipped workshops for the purpose of ensuring regular servicing and preventive maintenance activities in relation to the Buses.

18.1.5 Record and Reporting Requirements

- a) maintain record of all preventive maintenance activities digitally duly authenticated by the person in charge of carrying out Bus maintenance. The Operator shall submit the log books for inspection by Authority staff as and when demanded;
- b) submit to the Authority in a format as specified by the Authority from time to time

18.1.6 Inspection:

- a) Make available Buses to the Authority or its authorized personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.
- b) Upon such inspections, any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at his own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority.
- c) It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may: (i) impose fines and/or damages in accordance with the terms contained herein; and/or (ii) terminate this Agreement.

18.1.7 Repair and Replacement

- a) Subject to obtaining prior written permission of the Authority, the Operator may replace or install any equipment or accessories which is beyond the specifications stipulated in the contract.
- b) The Operator shall refurbish the entire bus body building including interiors after the end of the 5th Year

18.1.8 Appointment of Drivers and Staff

- a) appoint: (i) drivers holding a valid license for a period of [3 (three)] years before the Execution Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Bus; and (ii) appoint either on a temporary, permanent or contractual basis trained and skilled staff with qualification and experience on par with C&R Rules of the Authority, for operation, maintenance, and supervision of the Bus and other facilities related thereto at his cost for services as per the Agreement.
- b) Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the Authority:
 - persists in any misconduct,
 - is incompetent or negligent in the performance of his duties,
 - fails to conform with any provisions of this Agreement, or
 - persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.
- c) be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. 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.
- d) Provided, however the 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 the Authority indemnified in this regard.
- e) ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be 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 this Agreement.

- f) hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- g) 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 this Agreement.
- h) 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.
- i) The Service Provider shall not employ the following category of persons as drivers /maintenance staff:
 - A person who has been retired on medical grounds, removed or dismissed from any STUs.
 - A person who is aged more than 58 years.
 - A person who was working on any other hire bus and was replaced by the owner on a complaint made against him by STUs for his replacement towards any irregularity, misbehaviour or involvement in a fatal accident.

18.1.9 Appointment of Operator's Manager

- a) Shall appoint qualified personnel to act as a single point contact to manage supply and provision of services of specified number of buses as per Operating plan all the communications and correspondence with Authority ("Operations Manager").
- b) OM shall be 1 person for 75 buses and shall reside locally and work from the depot allotted for buses contracted
- c) Shall not take long leaves without Authority approval and replacement, if any, shall be done with Authority's approval

18.1.10 Payment of Taxes and Duties

- a) Subject to Clause 15, make timely payment of all taxes and duties due and payable under Applicable Law.

18.1.11 Payment of Fines

- b) Shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.

18.1.12 No Alterations or Modifications of the Buses

- a) ensure that there no alterations in the Buses or any part thereof made at any point of time including the color of such Buses without the prior written approval of the Authority.
- b) shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other equipment or monitoring devices provided in the Buses

18.1.13 Complaints Redressal

- a) maintain a complaint register digitally of every Bus, and shall ensure that the Complaint Register is not tampered with in any manner at any point of time. The same shall be linked to Compliant Redressal System developed by the Client
- b) take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.

18.2. Rights of the Operator

18.2.1 The Operator shall have right to:

- a) receive Operator Payment from the Authority as per the terms mentioned in this Agreement;
- b) receive support for obtaining required permits and sanctions and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;
- c) use Bus Depot subject to the terms of the Bus Depot Agreement and the terms provided herein; and
- d) operate and maintain the Bus on the Routes as per conditions set forth in the Agreement.

18.3. Authority's Rights and Responsibilities

18.3.1 In addition to the terms and conditions of this Agreement, the Authority shall:

- a) provide to the Operator right to use the Bus Depot to the Operator in accordance

with the terms of this Agreement and Depot License Agreement

- b) establish and operate a Central Control Centre as a part of ITS center to: (i) register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this Agreement; and (ii) monitor and supervise the functioning of the Operator; (iii) maintain records and reports in relation to the implementation of the Project;
- c) provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same;
- d) conduct regular inspections of Bus and the Project at any time during the Contract Period. The Authority may penalize traveler commuting without ticket in cash as determined by the Authority;
- e) provide the right of use and right of way to the Operator, in respect of the space for parking of Bus/ maintenance depot, together with the right to use and right of way for such space only for the purposes set forth in this Agreement;
- f) have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security
- g) have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and operationality of the Bus Services.

19. INSURANCE

19.1. Insurances to be taken by the Operator

19.1.1 The Operator shall, with effect from the COD of each Lot of Bus, at its own cost purchase and maintain all insurances in respect of such Lot of Buses as per Applicable Laws including but not limited to Motor Vehicles Act, 1988.

19.1.2 The Operator shall procure and maintain any additional insurances as may be reasonably considered necessary and prudent in accordance with good industry practices, during the Total Contract Period, including but not limited to the following:

- a) A comprehensive third-party insurance cover as per the Motor Vehicles Act, 1988

and any amendments thereof for any incident resulting in the death of the users of the Bus or to any third party due to accident, for unlimited occurrences. Liability of passenger insurance shall be limited to the approved passenger capacity of the vehicle by RTA/RTO.

- b) Any other insurance that may be necessary to protect the buses, passengers and the personnel on board against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable.
- c) Standard fire and perils policies as per market practices for any loss and damages to the extent possible to Bus Depot, Terminal(s) and Parking Space(s) handed over to the Operator
- d) procure and maintain the following insurances-Insurance of employee compensation and other liability as per Workmen's Compensation Act, 1923 for its personnel employed for fulfilment of Project requirement

19.2. Evidence of Insurance Cover

19.2.1 The Operator shall, from time to time, and in no case later than [15 (fifteen)] days from receiving any insurance policy certificate, share with the copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it as provided in Clause 19.1 above.

19.3. Process of claiming Insurance and Application of Insurance Proceeds

19.3.1 For the purpose of claiming insurance against any insurance policies, the Operator shall raise an insurance claim in an applicable format from time to time.

19.3.2 All the proceeds shall go to the Operator. However, in the event of third-party damage, if the Authority incurs any expenditure, the same will be recovered from the Operator

20. DAMAGE TO BUS DUE TO VANDALISM

20.1 In the event that any damages or need for repairs to the Bus Depot, Terminals, and/or Parking Spaces or any other asset provided by the Authority arises during the Total Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair to the original conditions.

20.2 The Operator may claim the insurance proceeds for such repair and rectification. For the purpose of this clause, "Vandalism" is defined as destroying or damaging deliberately and/or for no reasons attributable to omission of act or breach of

obligation of the Operator by the persons other than the employee or sub-contractor of the Operator.

21. FINES/DAMAGES

- 21.1 Without prejudice to and notwithstanding any other provision of this Agreement, the Operator is liable to pay fines/damages, in respect of the deficiencies/events provided in Schedule 2 of this Agreement ("Fines") with the Authority.
- 21.2 Fines in respect of said specified deficiencies/events, shall be the product of Applicable Kilometre Charge and the Fine Kilometre (Km – Fined) as provided in Schedule 2 to this Agreement.
- 21.3 This sum total of all the Fines payable by Operator in any given Payment Period shall be computed as set out below.
- 21.4 The payments to be made under Clause 16 (Operator Payment) shall be made after deducting the total Fines payable during the Payment Period.

$$[D-fines] = [R] \times [KM-Fined] \text{ Where}$$

- [D-fines] is the deduction in operator's payment against Fines, to be made by Authority in a Payment Period of buses.
 - [R] is Applicable Kilometre Charge for the relevant bus type for which Fine is imposed.
 - [KM-Fined] penal Kilometres applied against each deficiencies/event as set out Schedule 2 to this Agreement.
- 21.5 The total Fines payable to the Authority in any Payment Period in terms of this clause shall be computed by arriving at the arithmetic sum of [D-fines] computed ("Aggregate Fines"). However that the Aggregate Fines applied on the Operator in any Payment Period, in terms of this clause, shall be limited to 20% of the average payment made in the previous 3 (three) Payment Periods.
- 21.6 In addition to the Fines as specified above, failure to meet the Assured Fleet Availability shall attract the following damages:
- 21.6.1 If for any Lot of Bus, the Assured Fleet Availability is not met, then to ensure 100% fleet availability the Authority will provide the required number of Diesel Premium AC buses along with necessary crew, to the Operator for ensuring 100% fleet availability throughout the contract period. The Operator shall pay the hiring charge to the Authority as per his quoted rate/km for EV bus or as per the prevailing cost/km of Authority, whichever is higher. As per SLA, if the fleet availability is less than 95% then the Operator shall be liable to pay penalty as specified in SLA, over and above the hiring charge payable towards the number of spare buses availed from the Authority

- 21.6.2 The Authority shall, post induction of buses, monitor the performance of the inducted buses over a period of 6 months. Based on ground realities and for justifiable reasons, the Authority in concurrence with the operator may add/delete/change/modify the parameters stated in SLA on which Fines can be applied.
- 21.6.3 Fines levied shall be supported by reports of inspecting Authority, authorized representatives of the Authority and ITS based reports .In case Aggregate Fines payable by the Operator exceeds the 20% limit specified above for consecutive 5 (five) months, it shall be considered as breach of obligation by the Operator and shall entitle the Authority to terminate the Agreement in accordance with the provisions hereof.

22. MONITORING

22.1. Evaluation of Performance of Operator

22.1.1 The Authority shall review the performance of the Operator, based on three sets of parameters, indicated broadly as follows;

Sr. No.	Performance Parameter	Appraisal Time Period	Mode of appraisal
1	Bus Maintenance	Month and Random Checking	Physical checking
2	Bus Operation	Daily basis	Through GPS system connected with Central Control Centre and operations registers to be maintained by the Operator and inspected by the Authority.
3	Staff Behavior	Through random checking	Physical checking during operation hours, complaint call and letters from passengers.

22.1.2 In the event the Operator fails to perform any parameter as highlighted in sub-clause (i) above it shall be liable to be imposed with damages for such non-performance in accordance with Schedule 2 to this Agreement., such fines and/or damages shall be deducted from the Operation Payment to be made by the Authority against the Invoice raised by the Operator.

23. CONFIDENTIALITY OBLIGATIONS OF OPERATOR

23.1. Protection of Confidential Information

23.1.1 The Operator shall not without Authority's prior written consent use, copy or remove any Confidential Information from Authority's premises, except to the extent necessary to carry out Operator's obligations hereunder. Upon completion or termination of each assignment hereunder, Operator shall return to Authority all

documents or other materials containing Authority's Confidential Information and shall destroy all copies thereof.

For the purpose of this Clause, the term "Confidential Information" means all sensitive, operational and financial data including the information or document which is specifically marked by the issuer/provider of information as confidential or otherwise clearly marked as confidential or proprietary, and shall include any proprietary or confidential information of Authority relating to the Bus Services provided under the Agreement in relation thereto and information relating to Authority's business or operations.

23.1.2 Confidential Information shall not include information which:

- a) Is or becomes generally available to the public without any act or omission of Operator;
- b) Was in Operator's possession prior to the time it was received from Authority or came into Operator's possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use;
- c) Is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Authority before such disclosure; and
- d) Is independently developed by or for Operator by persons not having exposure to Authority's Confidential Information.

23.2. The Operator is under an obligation to protect Confidential Information as per this Clause 23 for a period of three (3) years after the expiry or termination of this Agreement.

24. EVENT OF DEFAULT AND TERMINATION

24.1. Operator's Event of Default

Any of the following events shall constitute an Event of Default by the Operator ("Operator's Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- 24.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [30 (thirty)] days;
- 24.1.2 Any petition for winding up of Operations has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of

amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;

- 24.1.3 Operator fails to comply with the Applicable laws, rules and regulations.
- 24.1.4 Any representation made, or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 24.1.5 Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 24.1.6 Operator suspends or abandons the operations of Bus without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by the Authority.
- 24.1.7 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 24.1.8 The Operator failed to rectify the damages or fails to make payments to its staff within period specified in this Agreement or indicated by Authority in writing.
- 24.1.9 The Operator failed to perform any of the Operator's obligations, which has a Material Breach on the Agreement
- 24.1.10 Operator creates an Encumbrance over the Bus Depot, Terminals or Parking Spaces.
- 24.1.11 Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided in Clause 21 and 4.5
- 24.1.12 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
- 24.1.13 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.
- 24.1.14 In case Aggregate Fines payable by the Operator exceeds the 20% limit specified above for consecutive 5 (five) months.

24.2. AUTHORITY'S EVENT OF DEFAULT

Any of the following events shall constitute an Event of Default by the Authority (Authority's Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- 24.2.1 The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within [60 (sixty)] days of occurrence thereof.
- 24.2.2 The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Bus etc.)
- 24.2.3 If no payment is made to the Operator for 6 payment cycle (6 months).

25. TERMINATION DUE TO EVENT OF DEFAULT

25.1. Termination for Operator's Event of Default

- 25.1.1 Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default as stated under clause 24.1, 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 [60 (Sixty) days] or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.
- 25.1.2 In the event of termination owing to Operator Event of Default, the Authority shall:
 - a) Be entitled to invoke and retain the Performance Security amount in full;
 - b) Takeover peaceful possession without any Encumbrance of all Bus Depots, Terminals, and/or Parking provided to the Operator; The infrastructure created by the Operator such as charging infrastructure, plant and machinery installed has to be left undisturbed.
 - c) The Authority shall be entitled to run the existing fleet with the drivers and staff appointed by the Operator till the time alternate arrangement is made and the cost towards manpower for the stop gap arrangement period will have to be borne by the Operator over and above the Performance Security amount.
- 25.1.3 The Operator shall leave undisturbed;

- a) the civil infrastructure created by him such as buildings, sheds, etc.,
- b) plant, machinery and equipment installed by him.

25.2. Termination for Authority's Event of Default

25.2.1 Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant [90 (Ninety) days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default, issue a Termination Notice.

25.2.2 Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:

- a) Refund/ release of performance security [if still subsisting] in full provided there are no outstanding dues off the Authority on the Operator
- b) Takeover unencumbered possession of Bus Depot/Parking Space provided to the Operator.

26. FORCE MAJEURE

26.1. For the purposes of this Agreement the expression "Force Majeure" or "Force Majeure Event" includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions and if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event: (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

26.2. A soon as practicable and in any case within [seven (7) days] of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:

- a) the nature and extent of the Force Majeure Event;

- b) the estimated duration of the Force Majeure Event;
 - c) the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
 - d) the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
 - e) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- 26.3.** As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub-clause (a), the Parties shall, hold discussions in good faith in order to:
- a) assess the impact of the underlying Force Majeure Event;
 - b) to determine the likely duration of Force Majeure Period; and
 - c) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event;
- 26.4.** The Affected Party shall during the Force Majeure Period provide to the other Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub- clause (b) as also any information, details or document, which the other Party may reasonably require.
- 26.5.** If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:
- a) due notice of the Force Majeure Event has been given a required in accordance with the terms contained herein;
 - b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
 - c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement;

- d) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect, and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance;
- e) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with the Agreement; and
- f) any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

26.6. If the inability on account of Force Majeure to perform continues for a period of more than [three (3) months], each Party shall have the right to be released from further performance of the Agreement, in which case, neither Party shall have the right to claim damages from the other. All prior performance shall be subject to the terms of this Agreement.

26.7. Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall be entitled to receive;

- a) The refund/ release of Performance Security in full provided there are no outstanding dues off the Authority on the Operator.
- b) Any payments due in full on account of Payment of Kilometer Charge
- c) Collect any other payments due in respect of services undertaken in terms of the Agreement to the satisfaction of the Authority till date of such termination

27. CHANGE OF LAW

27.1. Change in Law shall mean the occurrence or coming into force of any of the following, after the date of execution of this Agreement:

- a) The enactment of any new law;
- b) The repeal, modification or re-enactment of any existing law;
- c) A change in the interpretation or application of any law by a court of record;
- d) Any order, decision or direction of a court of record; and
- e) Any change in the rate of any of the taxes that have direct effect on the Agreement;

27.2. Upon occurrence of a Change in Law, the Operator shall notify the Authority of the following:

- a) The nature and the impact of Change in Law on the Agreement and Project; and
- b) Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding sub-clause, the Authority and the Operator shall hold discussions in relation thereof and mutually agree on the way forward. In the event there is no common consensus the same will be referred to the Arbitration. The decision of the Arbitration will be final. Till the time the dispute is settled, services will be provided by the Operator as per the old terms and conditions without any interruption.

28. HANDBACK ON TERMINATION

28.1. Bus Depots, Terminals, Parking Spaces, and other assets to be handed back to the Authority

- a) Upon expiry of this Agreement or in case of any early termination of the Agreement for whatever reason, the Operator shall handover without payment of any monies and free from Encumbrances the peaceful possession of Bus Depots, Parking Spaces, Terminals and any other assets handed over or used by the Operator including without limitation any and all hardware, software, firmware, deliverables on board except the equipment, machinery and tools brought in by the Operator for the operation and maintenance of the Bus, in sound condition, subject to normal wear and tear.
- b) Any immovable infrastructure, which may be constructed by the Operator at the Bus Depot shall be handed over to the Authority by the Operator.

29. DISPUTE RESOLUTION

29.1. Amicable Resolution (a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.

29.2. Arbitration

29.2.1 Arbitrators: Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a Retired Justice of High Court as Sole Arbitrator, to be

appointed by the "Additional Chief Secretary, Transport Department Govt. of Authority capital". Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitrator shall issue a reasoned Award.

- 29.2.2 **Place of Arbitration** -The place of arbitration shall be Authority Headquarter.
- 29.2.3 **Language** -The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 29.2.4 **Procedure** -The procedure to be followed in the arbitration by the Sole Arbitrator shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Sole Arbitrator.
- 29.2.5 Enforcement of Award** -Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.
- 29.2.6 **Fees and Expenses** - The fees and expenses of the Sole Arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective Parties equally subject to determination by the Sole Arbitrator. The Sole Arbitrator may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.
- 29.2.7 Performance during Arbitration** - Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

30. INDEMNITY

The Operator shall at all times, i.e. during the Total Contract Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses

(including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.

31. MISCELLANEOUS

31.1. Governing Law and Jurisdiction

31.1.1 This Agreement shall be governed and interpreted in accordance with the laws of India.

31.1.2 The Courts of _____ alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Agreement.

31.2. No waiver of rights and claims

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favor of any party under the terms of this Agreement shown or made by such a party in whose favor such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

31.3. Schedules and Annexure

All schedules and Annexure and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement.

31.4. Supersession of earlier Agreements

This Agreement represents the entire Agreement between the Authority and the Operator, and all agreements, correspondence, notes or any other document submitted or understandings made or reached by and between the Parties inter se in respect of the subject matter of these presents prior to the date hereof shall be deemed to have been superseded and revoked on the execution of this Agreement.

31.5. Notices

Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority

.....

If to the Operator

.....

All notices under this Agreement shall be in English.

31.6. Counterparts

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

31.7. Assignment

No assignment of this Agreement, or any rights or duties hereunder shall be made in whole or in part by any Party at any point of time during the Total Contract Period.

Provided, however, the Operator may sub-contract part of the operation and maintenance of the Bus Services with the prior approval of the Authority.

Provided, further that, under no circumstances shall the Operator be absolved of his rights, duties, obligations under the terms and conditions of this Agreement, and the Operator shall be solely and exclusively responsible for the implementation of this Agreement.

31.8. No Partnership

Nothing herein contained shall be construed to constitute a partnership between Authority and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

31.9. Severability

If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

31.10. Representation and Warranties

31.10.1 Representation and Warranties of the Authority

The Authority hereby represents, assures, confirms and undertakes to the Operator as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;
- b) That it has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all

the procedure required to authorize the execution, delivery and performance of this Agreement;

- c) Nothing in this Agreement conflicts with its constitutional authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

31.10.2 Representation and Warranties of the Concessionaire

The Operator hereby represents, assures, confirms and undertakes to the Authority as follows:

- a) That it is duly incorporated under the laws of India, and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b) That it has full power, capacity and authority to execute, deliver and perform this Agreement, and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement;
- c) Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d) this Agreement will be valid, legal and binding against it under the Applicable Law.

31.10.3 Exclusion of Consequential Losses

Notwithstanding anything to the contrary contained in this Agreement, 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 Concession Agreement.

IN WITNESS WHEREOF the Parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY



SCHEDULE-1: BUS SERVICE AREA

TO BE FINALIZED POST AWARD OF WORK

SCHEDULE 2: DAMAGES/ PERFORMANCE REVIEW SYSTEM

No.	Deficiencies	Fine Km for violation	
A	Fines to be calculated on daily basis for cleanliness and regular up keeping of bus		
A.1.	Interior of the bus		
A.1.a	Flooring not swept/seats found dirty / windows found dusty at the start of the trip	2 kms per bus per day	
A.1.b	Damages to interior body parts		
A.1.b. i	Malfunctioning passenger door	2 kms per bus per day	
A.1.b. ii	Broken/Loose/Missing Passenger Seat	2 kms per bus per day	
A.1.b.iii	Damage to driver dash board/cluster board, floor, steps, poles etc.	2 kms per bus per day	
A.1.c	Unwanted stickers, Posters	2 kms per bus per day	
A.1.d	Non-working Vehicle Tracking Unit, LED display and CCTV	5 kms per bus per day	
A.1.e	Major rattling noise from body part	2 kms per bus per day	
A.1.f	Non-operational or poorly performing AC for more than one day.	5 kms per bus per day	
A.2	Exterior of the bus		
A.2.a	Damaged mirror, broken window glass	2 km per bus per day	
A.2.b	Minor damaged bus body	2 km per bus per day	
A.2.c	Major damaged bus body more than [3 (three)] days period	4 kms per bus per day	
A.2.d	Discoloration of any body part	4 km per bus per day	
B	Fines to be calculated on Monthly Basis (Bus Operations)		
No.	Quality Parameters	Specified service quality levels	Fine Km for violation
B.1	Break down per 10,000 kms	First year – 2No	50 kms per additional breakdowns
		Second year – 3 Nos	
		Third year-4 Nos	
		Fourth year and above – 5 Nos	

B.2	Suspension and brake test (once a month)	Water spillage test	100 km
C	Fines to be calculated on Monthly Basis (Incident)		
c.1.a	Electricity Consumption factor (KWH/KM) for 9 mtr	The prescribed standard on electricity consumption in normal consumption shall be @ 1 kWh/Km.	Penalty = (Variation in consumption X Electricity tariff x 2)
C.1.b	Electricity Consumption factor (KWH/KM) for 11-12 mtr	The prescribed standard on electricity consumption in normal consumption shall be @ 1.35 kWh/Km.	Penalty = (Variation in consumption X Electricity tariff x 2)
C.2	Trip Efficiency	<95% of scheduled trips	Effective Kms lost X 2
C.3	Safety operations (No's of Accidents per lakh Kms)	NIL	500 kms per fatal accident over and above penal action as per the law
C.4	Punctuality of buses	<95%	Effective Kms lost owing to delayed start X 2
D	Fines to be calculated on incidence basis		
D.1	Defunct Passenger Information system inside the bus, and other devices		1 kms/day/bus
D.2	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc. during operation		5 kms/day/bus
D.3	Skipping of designated stops		1 kms/day/bus

*Fines in INR will be calculated as follows: $Fine\ Km \times Quoted\ rate\ per\ Km$. The verification of Adherence to SLA will be carried out by an authorized representative of Corporation or by a third-party agency appointed by the Corporation

SCHEDULE 2A : CLEANING AND UPKEEPING BUS

a) Daily washing procedures:

Every bus leaving the depot for day to day operations shall invariably undergo thorough washing of interior and exterior surface of the bus body including all glasses as follows:

Interior Cleaning of the bus:

- Pick up trash that may have been left behind by riders
- Scrap off any gum or sticky substance and remove unwanted sticker/posters without damaging interior of the bus.
- Sweep the interior flooring, driver cabin, front & rear foot board and step well, using the sweeping brush, without leaving any dirt and dust in the corners.
- Clean oil and grease stains
- Suck all the invisible dust from the passenger seats using Vacuum Cleaner and wipe the seats using wet cloth and dry cloth
- Wipe down hand rails and arm rests of all passenger seats
- Wash the interior windows with a spray window cleaner and paper towels
- Clean and wipe the Front and Rear wind screen glass, driver dash board, inside the bus by using cleaning agent.

Exterior Cleaning of the bus:

- Should close all windows before start prewash of exterior bus body.
- After completion of prewash apply soap oil and scrub all the four side of the exterior bus body by using scrubber.
- Clean and wipe the Front and Rear wind screen glass outside the bus and destination boards by using cleaning agent.
- Dry all the four sides of the bus body.

b) Weekly washing program as follows (Including daily washing procedures)

First should carry out the daily washing procedure as prescribed above.

Interior Cleaning of the bus:

- Remove the dust from destination boards.
- LED Boards to be cleaned by using dry Cora cloth.
- Clean the battery box by using pressurized air.
- Wipe and clean seats backrest.

- Clean and wipe the Grab rail and Stanchion bar using soap oil.
- Clean the inside salon of the body.
- Wash and mop the Mat/floor inside the bus

Exterior Cleaning of the bus:

- Clean the tyre discs and mud guards.

c) Monthly program as follows (Including daily & weekly washing procedures)

- Spray disinfectant
- Carry out steam cleaning of floor and passenger seat.

d) Depot cleaning:

- Daily Cleaning of Docking area
- Daily Cleaning of weekly ramp

e) During docking the following work needs to be carried out, in addition to daily washing and weekly washing programs:

- Cleaning the mudguards, under chassis and all assemblies
- wash it by using pressurized water to remove the accumulated mud from under chassis, body, and all assemblies



SCHEDULE 3: DETAILS OF BUSES SUPPLIED

TO BE UPDATED AS AND WHEN BUSES ARE SUPPLIED AND TO BE MADE PART OF THIS AGREEMENT

SCHEDULE 4: DRAFT DEPOT LICENSE AGREEMENT

(The said draft would be finalized post award of work and is only an indicative Depot License Agreement)

THE GOVERNOR OF THE STATE OF [_____]/
[STATE TRANSPORT AUTHORITY]/[AUTHORITY] *[description of the relevant authority]*
and having its principal office at [_____] ,
(hereinafter referred to as "The Authority" which expression shall include its
successors and permitted assigns);

AND

[XYZ LTD.], a company incorporated under the Companies Act, 1956 acting through
[_____] having its registered office at [_____] (hereinafter referred to as "the
Operator", which expression shall include its successors and permitted assigns);

AND WHEREAS

1. The Parties have entered into a Bus Operator's Agreement dated [/ /20] whereby the Authority has appointed the Operator for implementation of the Project.
2. Pursuant to the Bus Operator's Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus depot (the details of which are provided in the Schedule 1 to this Depot License Agreement) ("**Depot**") for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Depot License Agreement to specify the terms and conditions of the use of the Depot by the Operator.
4. The actual memorandum of handover of Depot/Part of the Depot to the Operator along with relevant details is placed as Schedule to this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator's Agreement.
2. The word "Depot" shall have the meaning either full depot handing over or part of the depot handed over as indicated in the Schedule -1 below

3. The Authority hereby provides on a license basis the Depot/ Part of the Depot (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Depot/Part of the Depot on the terms and conditions of this License, it being recorded that the Authority warrants that the Depot will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable shelter for the Bus while not in use and to facilitate the cleaning, repair and maintenance of the Bus.

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

4. This Depot License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Depot License or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("License Period").
5. There shall not be any rent payable by the Operator to the Authority in respect of the License for use of the Depot/Part of the Depot, provided that the Operator discharges all of its obligations pursuant to this Depot License Agreement and the Bus Operator's Agreement.
6. The Operator shall be responsible for timely payment of the cost of all electricity and water consumed at or on the Depot, excluding the power required for charging the buses, determined at prevailing rates in accordance with readings of separate sub-meters. It is hereby clarified that the Operator shall be liable to pay the cost of all the utilities on actual consumption and only in relation to such area of the Bus Depot as has been provided under this Bus Depot Agreement.

7. Insurance

- a. The Operator shall not keep or do in or about the Depot anything which is liable to increase any of the risks against which the Depot (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase

in insurance premiums in respect of the Depot attributable to such breach.

- c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
- d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.

8. Cession and Subletting

The Operator shall not be entitled to:

- a. cede all or any of its rights or delegate any of its obligations under this Depot License Agreement;
- b. sublet the Depot in whole or part; or
- c. give up possession and/or control of the Depot to any third party, without the Authority's prior written consent.

9. Operators Obligations

- a. keep the Depot/part of the depot handed over to the operator clean, tidy and commercially usable at all times;
- b. be responsible for the handling of all waste and effluent in accordance with the Applicable Law;
- c. not use the Depot or allow it to be used, in whole or part, for any purpose other than that of implementing the Project;
- d. not bring into the Depot any article which, by reason of its weight or other characteristics, is liable to cause damage to the Depot;
- e. not leave refuse or allow it to accumulate in or about the Depot except in the refuse bins provided;
- f. refrain from interfering with the electrical or plumbing serving the Depot, except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
- g. not permit any person to permanently dwell in the Depot
- h. provide at the Operator's own expense all electric, fluorescent and incandescent light bulbs required in the Depot from time to time;
- i. co-operate with any other operator or third party using the Bus Depot or a part thereof as notified by the Authority from time to time; and

- j. allow for use of the Depot by one or more other bus operators at the written request of the Authority, provided that such use shall not materially adversely affect the Operator's ability to implement the Project under the Bus Operator's Agreement.

10. Maintenance and Repairs

The Operator shall at its own expense and without recourse to the Authority:

- a. throughout the License Period maintain in good order and condition the interior and exterior of the Depot/part of the Depot handed over and all parts thereof, including (without limitation of the generality of this obligation) all windows, doors, appurtenances, fixtures and fittings contained in the Depot;
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Depot/Part of the Depot handed over from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Depot or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Depot License Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Depot shall be deemed, at the commencement of this Depot License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within [15 (fifteen)] Business Days after having taken possession of the Depot of the need for any repairs to in the Depot or of the fact that any part of the Depot, including any lock, key, door, window, appurtenance, fixture or fitting, is damaged, missing, or out of order.
- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be affected to the Depot at the Authority's own expense.
- f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to,

the Depot and all parts thereof.

- g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

11. Alterations, additions and improvements

- a. The Operator shall not make any alterations or additions to the Depot without the Authority's prior written consent.
- b. If the Operator does alter or add to the Depot in any way, whether in breach of sub-clause (a) or not, the Operator shall, if so required in writing by the Authority, restore the Depot on the termination or cancellation of this Agreement to the same condition as it was prior to such alteration or addition having been made, normal wear and tear excepted. Unless this Agreement is terminated or cancelled by the Authority as a result of a breach hereof by the Authority, the Authority's requirements aforementioned shall be communicated to the Operator not less than [10 (ten)] Business Days prior to the termination or cancellation. For the sake of clarity, the Parties agree that this sub-clause (b) shall not be construed as excluding any other or further remedy which the Authority may have in consequence of a breach by the Operator of sub-clause (a).
- c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Depot shall, on termination or cancellation of this Depot License Agreement, become the property of the Authority and may not be removed from the Depot at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.

12. Exclusion of Liability

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

- i. any negligent act or omission of the Authority or any agent or servant of, or contractor to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, excluding gross negligence and/or wilful default;
 - ii. any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating, or any other amenity or service to the Depot (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
 - iii. any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Depot, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
 - iv. any interruption of, or interference with, the enjoyment or beneficial occupation of the Depot or any parts of the common Depot caused by any building operations or other works to or in the Depot, whether by the Authority or by anybody else; or
 - v. any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Depot, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.
- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

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

The Authority may at all reasonable times, without thereby giving rise to any claim or

right of action on the part of the Operator or any other occupier of the Depot:

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

14. Damage to or destruction of Depot

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

15. Special Remedy for Breach

- a. Should the Operator be in breach of any of the terms or conditions of this Depot License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within [7 (seven)] Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably require in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to terminate this Depot License Agreement with immediate effect, be repossessed of the Depot, and recover from the Operator such damages sustained as a result of the breach and the termination of this Depot License Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Depot License Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Depot License

Agreement) and in particular any right of termination of this Depot License Agreement on the ground of a material breach of this Depot License Agreement.

- c. In the event of the Authority having terminated this Depot License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Depot, with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Depot or any part thereof.

16. Right to Negotiate Renewal

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

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

Signed on Behalf of the Authority

Signed on behalf of the Operator

Schedule 1 to License Agreement: Details of Depot Infrastructure handed over to Operator during execution of Agreement

Depot 1:

Date of Handover	
Address of Depot	
Area of Depot:	
Facilities	
Utilities	
Security	

We have inspected the above depot premises and are satisfied as to its condition. We undertake to maintain the above premises in good working condition as per standard practices and terms and conditions of the Agreement. We understand that the premises above are only being licensed to us for the purpose of maintenance of the Bus during the Contract Period and shall not be used for any other purpose. We confirm to return the above premises to the Authority at the end of the Contract Period in the same condition as found when we took over, subject to normal wear and tear for such premises for prescribed uses. The Authority shall not bear liabilities arising from the use of these Premises.

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

For Operator

Name, Sign, Time and Place

Details of other depots to be added as they are handed over and to form part of this Agreement.

**SCHEDULE 5: INDICATIVE MINIMUM CIVIL INFRASTRUCTURE AND EQUIPMENTS TO BE PROVIDED IN
THE BUS DEPOT BY THE AUTHORITY**

[Indicative requirement for 100 buses (5 acres of Depot Land)]

1. Secured space with hard standing ground
2. Bus inspection Pits with shed (1 nos-1pit for every 75 buses)
3. Repair bays with shed (1 nos-1 bay for every 70 buses)
4. Bus washing bays (1 no SHARED)
5. Tyre section (Approx. area 20ft X 20 ft open)
6. Electric section (Approx. area 10ft X 10 ft closed)
7. Stores of stacking spares (Approx. area 10ft X 10 ft)
8. Overhauling section – For overhauling of units (Approx. area 15ft X 15ft)



SCHEDULE 6: INDICATIVE ROUTE PLAN

TO BE PROVIDED BY THE AUTHORITY AT THE TIME OF BIDDING

SCHEDULE 7: LIST OF AUTHORITY CLEARANCES AND OPERATOR CLEARANCES

Sr. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Vehicle and other Authority owned assets like Depot	Operator
3	Stage Carriage Permit	Authority
4	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
5	Fare Notification	Authority
6	Pollution Under Control Certification	Operator
7	Road worthiness Certificate	Operator

SCHEDULE 8: FLEET DEPLOYMENT PLAN

NO	DESCRIPTION	TIME LINE
1	Prototype Inspection	1 MONTH FROM THE DATE OF ISSUE OF P. O
1	TYPE TESTING/HOMOLOGATION	3 MONTHS FROM THE DATE OF ISSUE P. O
2	SUPPLY INSTALLATION, COMMISSIONING OF CHARGING INFRASTRUCTURE IN IDENTIFIED AREAS	6 MONTHS FROM THE DATE OF ISSUE OF P. O
3	ONE LOT OF BUSES (60 NO)	3 MONTHS FROM THE DATE OF HOMOLOGATION



**SCHEDULE 9: DETAILS OF PARKING SPACES AND TERMINALS FOR ESTABLISHING CHARGING
INFRASTRUCTURE**

TO BE PROVIDED BY THE AUTHORITY AT THE TIME OF BIDDING FOR BIDDER TO FIND OUT THE
FEASIBILITY

SCHEDULE 10: DRAFT ESCROW AGREEMENT

(The said draft would be finalized post award of work and is only an indicative ESCROW account Agreement)

THIS ESCROW AGREEMENT (the "Agreement") is made at on _____, by
and amongst:

1. [_____], [a company incorporated in India under the Companies Act, 1956 / a banking company registered under the Banking Regulation Act, 1949], with its registered office at [_____] (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **FIRST PART:**

2. The [STATE TRANSPORT AUTHORITY]/[AUTHORITY]/ [Special Purpose Company for Operation of Urban Bus Services] [description of the relevant Authority] and having its principal office at [____], (hereinafter referred to as the "Authority" which expression shall include its successors and permitted assigns) OF THE SECOND PART;

AND

3. [XYZ LTD.], a company incorporated under the Companies Act, 1956 ⁷³ acting through [_____] having its registered office at [_____] (hereinafter referred to as the "Operator", which expression shall include its successors and permitted assigns) **OF THE THIRD PART;**

The Escrow Bank, the Authority and the Operator are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- (a) The Authority [has the power/function] to ensure the provision of public bus transport services within *Bengaluru Metropolitan Area*.
- (b) The Operator was selected by the Authority under a competitive bidding process and is established, *inter-alia* with the objectives of providing Bus Services within the Bus Service Area.
- (c) The Authority and the Operator have entered into an Operator Agreement dated [] (hereinafter referred to as “**Operator Agreement**”), whereby the Authority has granted to the Operator a nonexclusive right to operate and maintain the Buses and provide Bus Services within the specified Bus Service Area and the Operator has agreed to undertake the Project on the terms and conditions contained therein.
- (d) Under the terms of the Operator Agreement, it has been stipulated that an escrow account shall be created into which the Authority shall deposit all the revenues generated and all the income accruing from the operation and maintenance of the Contracted Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the Authority (itself or through a third party) in the Escrow Account.
- (e) This Agreement sets forth the detailed mandates, terms and conditions and operating procedures for such escrow account.

NOW, THEREFORE, in consideration of the premises contained herein, the Parties hereto agree as follows:

1. Definitions

1.1 For the purposes of this Agreement, unless the context otherwise requires, capitalized terms shall have the meaning set forth hereunder.

“**Beneficial Parties/Party**” means the Authority and the Operator as the case may be.

“**Business Day**” means any day of the week (excluding Saturdays, Sundays and public holidays) on which banks in ___ are generally

open for business;

“**Dispute**” shall mean any dispute, difference, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement.

“**Event of Default**” shall mean an event or default of the Operator under the Operator Agreement, as certified by the Authority in a written notice in this regard to the Escrow Bank.

“**Month**” shall mean a calendar month.

“**Priority Cash-now Application**” shall have the meaning ascribed to the term in Clause 3.5(B) (a) hereunder;

“**Tax**” shall mean the taxes, duties, charges, cess, levies and other such analogous payments due under Applicable Law.

Other capitalized terms used herein (and not defined herein) but defined under the Operator Agreement shall have the meaning ascribed to the term under the Operator Agreement

- 1.2 In this Agreement, unless the context otherwise requires, the rules of interpretation and construction as mentioned in Clause 1.2 of the Operator Agreement shall apply.

2. **Establishment of Escrow Account**

2.1 Establishment of the Accounts

The Authority and the Escrow Bank confirm that the Escrow Bank has established, in the name of _____ at the Escrow Bank's _____ branch, an account titled the “_____ **Escrow Account**”.

2.2 General Right or Withdrawal

The Escrow Bank shall not make any transfer or withdrawal other than in accordance with this Agreement, unless the Escrow Bank has received the prior written instructions of the Authority authorizing such use.

3. **Deposits into and Withdrawals from the Escrow Account**

- 3.1 The Authority shall deposit all the revenues that it receives from Bus Operations under the terms of the Operator Agreement.
- 3.2 The Authority shall, at the time of opening the Escrow Account, give

irrevocable instructions, under the Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order based on the receipt of relevant demand or instructions:

- a. all taxes due and other statutory dues
- b. Operator Payment after deducting any taxes/charges under Applicable Law and as specified under the Operator's Agreement. Provided, however, the Escrow Account can only be operated at all times by the Authority

4. Escrow Bank Provisions

4.1 Escrow Bank and the Beneficial parties

- (a) The Beneficial Parties hereby appoint the Escrow Bank for benefit of the Beneficial Parties in connection herewith, and authorize the Escrow Bank to exercise such rights, powers, authorities and discretions as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretions as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- (b) The Authority hereby agrees to pay to the Escrow Bank, fees of Rs. [] per [] consideration for acting as the Escrow Bank hereunder.

4.2 Obligation of the Escrow Bank

- (a) undertakes to perform only such duties as are specifically set forth to be performed in this Agreement. in accordance with the terms and conditions contained herein, and further undertakes to act in good faith and without negligence;
- (b) shall, within [five (5)] Business Days after receipt, deliver a copy to the Authority acting through [____] of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other entity;
- (c) Shall, within [five (5)] Business Days after receipt deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity in connection herewith; and

- (d) Shall within seven (7) Business Days prior to any date on which any payment is due to a Beneficial Party in accordance with the terms and conditions of this Agreement, provide notice to the Authority of any anticipated shortfall in the Escrow Account (or any account there under) for making any payments due in accordance with the terms and conditions of this Agreement.

5. Term and Termination

- 5.1 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 to the Escrow Bank, remain in full force and effect for the duration of the Operator Agreement
- 5.2 The Authority may, at any time may remove the Escrow Bank, with or without cause, and appoint a successor Escrow Bank by written notice of such action to the Operator, the Escrow Bank and the successor Escrow Bank.
- 5.3 If, at any time, the Escrow Bank or any of its associates, shall become a Beneficial Party and after such time there is an Event of Default, the Escrow Bank shall resign as Escrow Bank immediately upon the occurrence of such Event or Default, if in the sole judgment of the other Beneficial Parties (which, for this purpose, shall not include the Escrow Bank), there shall be, or be reasonably likely that there will arise, any conflict in or impediment to the Escrow 'Bank's performance as Escrow Bank under this Agreement.
- 5.4 The Escrow Bank shall be entitled to terminate its services under this Agreement if the Authority fails to comply with any of its material obligations owed to the Escrow Bank under this Agreement and fails to remedy the failure within [60 (sixty)] days after receipt of notice thereof from the Escrow Bank in relation thereof. Provided however, the Authority has arranged for the appointment of a successor Escrow Bank and arrangements are made for the transfer of amounts deposited in the Escrow Account (including any sub-accounts thereof) to new accounts established with successor Escrow Bank.

- 5.5 Any successor Escrow Bank appointed as provided in accordance with this Clause 5 shall execute, acknowledge and deliver to, and for the benefit of, the Beneficial Parties and to its predecessor Escrow Bank an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor Escrow Bank shall become effective and such successor Escrow Bank, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, as if it was originally named as Escrow Bank;
- 5.6 provided that on the written request of the Beneficial Parties or of the successor Escrow Bank, the Escrow Bank ceasing to act shall take such steps or actions as are required of it by the Beneficial Parties. Including without limitation the execution and delivery of an instrument or instruments transferring and assigning to such successor Escrow Bank (without obligation to indemnify such successor) all the rights and powers of the Escrow Bank so ceasing to act, delivery to the Beneficial Parties all documents, instruments, etc. relating to its obligations under this Agreement.
- 5.7 Upon the reasonable request of any such successor Escrow Bank, the Beneficial Parties shall execute any and all instruments in writing in order more fully and certainly to vest in and confer to such successor Escrow Bank all such rights and powers.
- 5.8 Any corporation into which the Escrow Bank may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Bank shall be a party, or any corporation succeeding to the corporate Escrow Bank's rights or business or either, shall, subject to approval of the Authority, be the successor of the Escrow Bank with all rights, benefits, obligations and duties as were originally available and provided for to the transferor Escrow Bank in relation to the merger, conversion or consolidation proceedings or process.

6. Books and records

- 6.1 The Escrow Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the Escrow Account (and all sub-

accounts thereof).

- 6.2 The Authority shall have unrestricted access to review such books and records of the Escrow Bank in relation to the Escrow Account subject to restrictions in law.

7. Confidentiality

The Escrow Bank agrees to keep all information ("Information") (including the terms and conditions of this Agreement and the Operator's Agreement) made available (whether before or after the date of this Agreement) by any of the Parties to the Escrow Bank concerning the Authority, Operator or the Bus Services, and hereby undertakes and covenants not to communicate any Information, or allow any Information to be communicated to any third party unless:

- a. in connection with any proceedings arising out of or in connection with this Agreement to the extent that such party may consider it necessary to protect its interest or the interests of the Escrow Bank;
- b. required to do so by an order of a court of competent jurisdiction whether or not in pursuance of any procedure for discovering documents; or
- c. pursuant to any Applicable Law in accordance with which such party is required to act;
- d. to its auditors for the purposes of enabling the auditors to complete an audit of the Escrow Bank or to its legal advisers when seeking bona fide legal advice in connection with this Agreement;
- e. in circumstances where the relevant Information has been published or announced by the Concessionaire and/or any other Beneficial Party in conditions free from confidentiality or has otherwise entered the public domain without default on the part of the relevant Party; or
- f. the Information was obtained by such Escrow Bank from an independent or third-party source who was not in breach of any confidentiality obligations with the Beneficial Parties.

8. Not Acting in Individual Capacity

the Escrow Bank acts solely in its capacity as an Escrow Bank and not in its individual capacity and all entities having any claim against the Escrow Bank by reason of the transactions contemplated by the Operator Agreement shall look only to the Authority for payment or satisfaction

thereof, save and except as provided in this Agreement, other than as a result of its wilful misconduct or gross negligence.

9. Representation and warranties of the Escrow bank and the Operator

Each of the Escrow Bank and the Operator represent and warrant that it is duly organized and validly existing under the laws of India with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and has taken all corporate and other actions required for the execution of this Agreement and the performance of its obligations hereunder. The Escrow Bank represents and warrants that it shall hold all funds in the Escrow Account for the benefit of the Beneficial Parties in accordance with the provisions of this Agreement and further represents and warrants that it has obtained all approvals, permits and other clearances required for the execution of this Agreement and the performance of its obligations hereunder.

10. Miscellaneous

10.1 Restriction on Assignment

Save as provided in Clause 5.2, the Operator and the Escrow Bank, shall not assign or transfer any part or their respective rights or obligations under this Agreement without the prior consent of the Authority. It is expressly agreed between the Parties that nothing in this Clause 7.1 shall prevent the Authority from assigning, novating or transferring its rights, benefits and obligations under this Agreement to any entity.

10.2 Notices

10.2.1 All notices shall be sent to a Party hereto at its address and contact number specified hereunder, or at such other address and contact number as in designated by such Party in a written notice to the other Parties hereto.

Addresses:

10.2.2 All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) [5]

five] Business Days after deposit with an international courier if for overseas delivery and (c) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

10.2.3 An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available; by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid,

10.3 No Waivers; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by Applicable Law.

10.4 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or an affect such provision in any other jurisdiction.

10.5 Amendments or Waiver

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.6 Governing Law

This Agreement shall be governed by and construed in accordance



with the laws of India.

10.7 Additional Rights

Any rights Conferred on the Parties pursuant to this Agreement shall be in addition to and not in substitution for or in derogation of any other rights and remedies which the Parties may at any time have under the Contract or otherwise.

IN WITNESS WHEREOF the Operator has caused its Common Seal to be affixed hereto and to a duplicate hereof on the date first above written and the Escrow Bank and Authority acting through have caused the same to be executed by the hand of an authorized official.

The signature of the authorized representative of the Authority has been affixed pursuant to the resolution of its Board of Directors dated the _____ day

_____, which has hereunto been affixed in the presence of Shri. _____, and Shri. _____, Directors who have signed these presents in token thereof and countersigned by _____ Secretary, the authorized officer/Company

SIGNED AND DELIVERED by the ESCROW BANK by the hand of

its authorized official.

SIGNED AND DELIVERED by Authority by the hand of _____ Mr. _____ its authorized official.

SCHEDULE 11: INDICATIVE EQUIPMENT TO BE PROVIDED BY THE OPERATOR

[Indicative requirement]

Sly no	Equipment Description	Qty required in no's
1	Air Compressors	2
2	Washers	2
3	Pedestal Drilling machine	1
4	Hydraulic press	1
5	Brake units testing machine	1
6	Electric Welding Machine	2
7	Spray painting machine	1
8	Tire pressure gauges	6
9	Hub pullers	4
10	Decanting Pump	1
11	Torque wrenches	4
12	Hydraulic Jacks	20
13	Pit trolleys	3
14	Bench vices	4
15	Working tables	6
16	Greasing machine	3
17	Gas Welding machine set	1
18	Battery Chargers	3
19	Marta Jack	1
20	Electric clamp meter	2
21	Bench Grinder	1
22	Portable drilling machine	3
23	Wheel alignment gauge	2
24	Hot plates for tube repairing	3
25	Chassis stands	4
26	Tool Box set	20

The above equipment's are indicative; however, the operator shall ensure that necessary equipment's required for maintaining the EV Bus needs to be provided



SCHEDULE 12: PERFORMANCE BANK GURANTEE

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ for the sum specified therein

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification

This guarantee shall be valid until 90 days from the date of expiry of the Project Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____