CONVERGENCE ENERGY SERVICES LIMITED

9th Floor, Jeevan Prakash Building,
25, KG Marg, New Delhi – 110001

CONTRACTS DEPARTMENT

OPEN TENDER

SECTION-1

DETAILED INVITATION FOR BIDS (IFB)

FOR

Name of Work: Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3).

NIT/Bid Document No.: CESL/06/2026-27/PM-eBus Sewa3/262704003
Dated: 22.04.2026

CESL invites E-bids from interested bidders for the aforesaid work(s) under Single-stage Two-envelope Bidding Process **THROUGH E-TENDERING*.** For details about the IFB, please refer to the details that follow. Any amendment(s)/corrigendum/clarification(s) with respect to this Tender shall be uploaded on the E-Procurement website only. The bidders should keep themselves updated by regularly visiting the E-Procurement website of CESL for any amendment/corrigendum/ clarification in regard to this Tender.

For & on Behalf of CESL

Signature ::
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Note (*)

a) The bids for E-tenders will be submitted online on the web site https://cesl.eproc.in. Oral, telephonic, telegraphic bids or those submitted in hard copies/physical form will not be entertained.

b) The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc.. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.

c) In case, anything to the contrary is mentioned anywhere in the Tender, the same should be ignored.

d) In the event of a technical support being sought from the support team during the bidding process, the bidder may exercise abundant caution while sharing details of their bid so that the bid confidentiality is not compromised. CESL shall not be liable for any lapse in the part of the bidders leading to a possible breach in confidentiality of their bid(s).

e) CESL is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal i.e M/s C1 India Ltd. (hereafter called the Portal).Bidders must acquaint themselves with the rules, regulation, procedures and the implied conditions/agreements of the Portal. Bidders intending to participate in the bid shall be required to register with the Portal. Bidders are advised to ensure they submit their bid within the deadline and time of Bid submission, taking the server clock as a reference, failing which the Portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit its Bid because of this shall be entertained. Failure and defects on the internet or heavy traffic at the server shall not be accepted as reason for a complaint. CESL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process. Bidders may acquaint themselves with the additional clauses/conditions for e-bidding on the Portal by referring to Para 5.2.7.1 of Manual of Procurement of Goods, second edition, 2024. issued by Dept. of expenditure, Min of Finance , GoI.

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BID DETAILS

<table>
<tr><td>NIT/Bid Document No.</td><td>CESL/06/2026-27/PM-eBus Sewa3/262704003
Dated: 22.04.2026</td></tr>
<tr><td>Tender Fee</td><td>INR 25,000 /- (Rupees Twenty Five Thousand Only) Non-Refundable and Non-adjustable).</td></tr>
<tr><td>Earnest Money Deposit</td><td>
<table>
<tr><th>Lot No.</th><th>City</th><th>EMD Requirement (in INR Crores)</th></tr>
<tr><td>Lot 1</td><td>Rajasthan</td><td>8.25</td></tr>
<tr><td>Lot 2</td><td>Telangana</td><td>5.62</td></tr>
<tr><td>Lot 3</td><td>Gujarat</td><td>6.36</td></tr>
<tr><td>Lot 4</td><td>Madhya Pradesh</td><td>10.00</td></tr>
<tr><td>Lot 5</td><td>Andhra Pradesh</td><td>8.23</td></tr>
<tr><td>Lot 6</td><td>Chandigarh</td><td>10.66</td></tr>
<tr><td>Lot 7</td><td>Karnataka</td><td>28.00</td></tr>
<tr><td>Lot 8</td><td>Punjab</td><td>12.90</td></tr>
<tr><td>Lot 9</td><td>Goa</td><td>1.43</td></tr>
<tr><td>Lot 10</td><td>Arunachal Pradesh</td><td>0.86</td></tr>
<tr><td>Lot 11</td><td>Dadar Nagar Haveli</td><td>1.35</td></tr>
<tr><td>Lot 12</td><td>Andaman & Nicobar</td><td>1.57</td></tr>
<tr><td>Lot 13</td><td>Himachal Pradesh</td><td>1.56</td></tr>
<tr><td>Lot 14</td><td>Manipur</td><td>0.61</td></tr>
<tr><td>Lot 15</td><td>Kerala</td><td>11.48</td></tr>
<tr><td colspan="2">Total</td><td>108.88</td></tr>
</table>
<table>
<tr><th>Lot No.</th><th>City</th><th>EMD Requirement (in INR Crores)</th></tr>
<tr><td>Lot 16</td><td>Jammu & Kashmir</td><td>1.77</td></tr>
<tr><td>Lot 17</td><td>Ladakh</td><td>1.18</td></tr>
<tr><td>Lot 18</td><td>Arunachal Pradesh</td><td>0.48</td></tr>
<tr><td>Lot 19</td><td>Manipur</td><td>0.79</td></tr>
<tr><td colspan="2">Total</td><td>4.22</td></tr>
</table>
If Bidder is participating for more than one City/lot, then cumulative sum of the required Bid Security mentioned above against each city shall be considered.

For Example, if bidder participates for Rajasthan and Telangana, then EMD requirement shall be INR 8.25 Crores + 5.62 Crores = INR 13.87 Crores/-.

(EMD to be valid up to (bid validity+45 days) days from the date of techno-commercial bid opening)
</td></tr>
</table>

Signature :: Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0 [illegible] 03, OID.2.5.4.20=[illegible]5ec39, 1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Document Sale Date & Timing, i.e., Last date & time for downloading RfP from website	From 22.04.2026 to 05.06.2026 (up to 1400 IST)
Online Bid Submission Period	From 22.04.2026 to 05.06.2026 (up to 1430 IST)
Pre-Bid Conference	On 07.05.2026 at 11:00 Hrs IST through video Conferencing and also in physical mode at CESL Office, New Delhi Meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzgyYmI1ZTItMzE1Yy00N2MyLWFlY2ItNjQwNjBiM2IxOTNj%40thread.v2/0?context=%7b%22Tid%22%3a%224a993be3-3ce0-49c4-96e9-23324992b1dd%22%2c%22Oid%22%3a%221a07d1b8-98ce-426f-8b07-2a1d82604e33%22%7d Meeting ID: 443 959 969 449 15 Passcode: Ni2sV23t Note: • Bidder shall ensure at their end that the device from which bidder is attending the online meeting is configured appropriately (if required). • CESL shall not be responsible for any issue arising on this context. All the queries shall be sent well in advance as defined in Section-4 (if any)
Techno-commercial E-bid Opening Date & Time	05.06.2026 at 15:00 hrs. IST, online, at following address: - Convergence Energy Services Limited 9th Floor, Jeevan Prakash Building, 25, KG Marg, New Delhi – 110001
Bid Validity Duration	180 days from the date of opening of techno-commercial bid
Bid Documents Sections in this Tender	Section-1 - Detailed Invitation for Bids (IFB) Section-2 – Information to Bidders (ITB). Section-3 – General Conditions of Contract (GCC). Section-4 – Technical Specification and Special Conditions of Contract (SCC).- Including Volume-I, Volume-II and Volume-III Section-5 – Measurement and Verification. Section-6 – Forms & Procedures.
Contact Person(s) for Technical Queries (*copy of the query to be marked to Contracts Dept. as well*)	Sh. Manvendra Singh Chandel (DM-Tech), Sh. Venkata Srinivas (Head-EBus) Convergence Energy Services Ltd Email: (mchandel@eesl.co.in), (head-ebus.cesl@eesl.co.in)

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

Contact Person(s) for Tender-related Queries	Sh. Ashim Bhattacharya (Head-Contracts), Sh. Deepak Mittal (DM - Contracts), Convergence Energy Services Ltd. E-mail: head-contracts.cesl@eesl.co.in dmittal@eesl.co.in
RfP to be addressed to	CGM (Contracts) Convergence Energy Services Limited 9th Floor, Jeevan Prakash Building, 25, KG Marg, New Delhi – 110001

1.0 All the bids must be accompanied by Tender Fee, Bid Security/EMD, as mentioned above. **Bids not accompanying the Tender Fee and Bid Security/EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened**.

The tender fee and Bid Security/EMD must reach the following address in a sealed envelope superscribed "**EMD and Bidding Document Fee for** CESL/06/2026-27/PM-eBus Sewa3/262704003" before the submission date & time mentioned above.

CGM -Contracts (CESL),
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg, New Delhi – 110001

The details of the instruments of Tender Fee (DD/BG, etc. as applicable) have to be entered online in relevant fields/columns of the module while submitting the E-bid. It must be ensured by the bidder that the original instruments towards Tender Fee and EMD are received by CESL before opening time of the techno-commercial bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. CESL will not be responsible for any delay, loss or non-receipt of Bidding/RfP Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission of EMD and Tender Fee and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Tender Fee & EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Tender Fee and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

2.0 In case Hard copy part of the bid is not received by CESL till the deadline for submission of the same prescribed by CESL, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the Envelope-1 (First Envelope) bid uploaded on the portal shall be opened in line with provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Tender fee and

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Bid Security/EMD, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 4.2, Section-2.

3.0 CESL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

4.0 Steps for Registration on CESL's E-Procurement Portal

4.1 The subject procurement will be done through e-tendering. The NIT is available on the website ***https://cesl.eproc.in*** or could be viewed after following the link of 'e-Tendering' on CESL's website's Home Page, i.e., http://convergence.co.in from where the bidders registered with CESL (registration process is explained at the Home Page) will be able to download the Tender documents and submit their bids online. The Tender submission, Tender closing and opening will be done electronically and online.

NOTE: CESL has appointed M/s. C1 India Pvt. Ltd., NOIDA as implementation agency for carrying out e-Procurement. Also, as per IT ACT 2000, use of Digital Signature Certificate (DSC) is mandatory for participating in the E-tendering process. New bidders should register on the website https://cesl.eproc.in by payment of one-time registration fee of Rs. 5,000/- through DD in favor of "Convergence Energy Services Limited".

4.2 *Bidders are requested to visit "e-Tendering" section at CESL website, www.convergence.co.in for instructions and registration on E-tendering portal*.

Steps for Registration on CESL's E-Procurement Portal

(i) Open portal by entering URL https://cesl.eproc.in in internet explorer.
(ii) Download and read 'System Requirement Manual' and Registration Manual from our e-tendering portal https://cesl.eproc.in
(iii) Click on 'Login/Sign Up' link and then Registration link for new registration.
(iv) Fill all mandatory fields and click on submit button.
(v) Login with the user id and password you have created. You will be redirected to a page where you have to enter your challenge phrase which is received in your registered email id.
(vi) Register your class-III Signing and Encryption Digital Signature Certificate (DSC).
(vii) Fill all mandatory fields of Common Info form and upload scan copy of your DD (in favor of "Convergence Energy Services Limited", Delhi) in PDF format of INR 5,000/- and click on save and send the original DD to CESL, Delhi office, Covering Letter on your letter head pad and print out of page regarding registration of approval (automatically generated on screen).
(viii) Also read the instructions given under E-tendering link available at home page of CESL website www.convergence.co.in .

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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Note: Online registration shall be done on e-tendering website, i.e., https://cesl.eproc.in & ingeneral, activation of registration may take 24 hours subject to the submission of original DD. It is sole responsibility of the bidder to register in advance.

4.3 (A) Digital Signature Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) with signing and Encryption certificate (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of CESL.

(B) **CESL Global Support Telephones and e-mail id**

Contact Details: +91-124-4302033/36/37, +91-8826814007

ceslsupport@c1india.com, sandeep.bhandari@c1india.com

Signature :
Subject: CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307dcc1b5181cf4f0
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
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Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SECTION-2
INSTRUCTIONS TO THE BIDDER (ITB) / CONSORTIUM OF BIDDERS

Name of Work: : Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3).

NIT/Bid Document No.: CESL/06/2026-27/PM-eBus Sewa3/262704003 dated: 22.04.2026

NOTE:
THE TERMS & CONDITIONS STIPULATED IN SECTION-4 WILL SUPERSEDE ANY CONTRADICTORY/SIMILAR/OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER

A. THE BIDDING DOCUMENTS

1.1 The bidding documents include the following

Section-1	Invitation for Bids (IFB)
Section-2	Instructions to Bidder / Consortium of Bidders (ITB)
Section-3	General Conditions of Contract (GCC)
Section-4	Special Conditions of Contract explaining in detail technical specifications, scope of work for supply/supply and installation & Commissioning/Consultancy, drawings, documents in support of bidder's qualifications (Qualifying Requirement), and Online Price Bid format. (SCC)
Section -5	Measurement and Verification
Section-6	Forms and Procedure

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

Definitions

In the "Bid / Tender / Contract Document" as herein defined where the context so admits, the following words and expression will have the following meaning:

1. "Affiliate" shall mean a company that either directly or indirectly
   i) controls or
   ii) is controlled by or
   iii) is under common control with a Bidding Company (in the case of a single company) and "control" means ownership by one company
2. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
3. "Bid / Tender" shall mean the Techno Commercial and the Price Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
4. "Bidder / Tenderer" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require";
5. "Bid Security" shall mean the unconditional and irrevocable bank guarantee/ demand draft/Insurance Surety bond to be submitted along with the Bid by the Bidder;
6. "Bidding Company" shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
7. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid

Signature Not Verified
Subject: DEEPAK MITTAL, SERIALNUMBER=a8d8e3a3b1b8e8ebe1b8d4d1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
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Serial No : 4ABAAC4B7E3105F0176A2B0B2A0D2A

as specified in Bid Information Sheet and as specified in ITB Clause 3.2 of this Bid document including all amendments thereto;

8. "Bid Document" shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexures etc. as provided in this bid including all the terms and conditions hereof.
9. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. "Competent Authority'' shall mean CEO & Managing Director (MD) of himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
11. "Company" shall mean a body incorporated in India under the Companies Act,1956;
12. "Contract" means the agreement entered into between CESL and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
13. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
14. "Completion of Work" means that the Project/Works have been completed operationally and structurally and Commissioning has been attained as per Technical Specifications.
15. "Commissioning" means successful operation of the Project/Works by the Contractor, for the purpose of carrying out Guarantee Test(s).
16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. "Contractor's Equipment" means all plant, Works, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant and equipment, or other things intended to form or forming part of the Works.
18. "Day" means calendar day;
19. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
20. "CESL" or "CESL" shall mean Convergence Energy Services Limited, New Delhi.
21. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical& Special Conditions of Contract of this BID;
22. "Engineer-in-Charge" shall mean the person designated from time to time by CESL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
23. "Effective Date" means the date from which the Time for Completion shall be determined;
24. "GCC" means the General Conditions of Contract contained in this section;
25. "GHI" shall mean Global Horizontal Irradiation.
26. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
27. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
28. "The Government" means the Government of India.
29. "IEC" shall mean specifications of International Electro-Technical Commission;
30. "CESL" shall mean Convergence Energy Services Limited;
31. "Mobilization" shall mean establishment of adequate infrastructure by the Contractor at Site comprising of construction equipment's, aids, tools tackles, offices with facilities such as power, water, communication etc. including manpower comprising of Engineers, supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of Work at site(s), in accordance with the agreed Time Schedule of Completion of Work.
32. "O&M/ AMC" shall mean Operation & Maintenance (O& M)/ Annual Maintenance Contract (AMC) of the supplied equipment's;

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33. "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
34. "Price Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-4 (Technical & Special Conditions of Contract) of this BID;
35. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section 3: Technical& Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price Bid;
36. "SNA" shall mean State Nodal Agency.
37. "SCC" means the Special Conditions of Contract.
38. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
39. "Services" means all those services ancillary to the supply of the Works, to be provided by the Contractor under the Contract; e.g. transportation(including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all civil, structural and construction materials required),installation,/Pre-commissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of CESL's personnel and one or two persons from the beneficiaries groups are imparted trainings etc.
40. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by CESL pursuant to this Bid i.e. on whom award is made. They are also called as implementing partner which includes Consultants also.
41. "Site" means the Land and other places upon which the Works are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site. The details of the Site are as contained in Section 3: Technical& Special Conditions of Contract of this BID.
42. "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the Work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
43. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), MNRE, etc.
44. "Time for Completion" means the time within which Completion of the Project/Works is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
45. "Work" means the "Goods" to be supplied and installed, as well as all the "Services" to be carried out by the Contractor under the Contract;
46. "Wp" shall mean Watt Peak.
47. Third Parties means to which CESL has awarded some work and consultant may be required to co-ordinate with third parties as per scope of work.
48. Agreed Remuneration means the fee to which consultant is entitled as per their quoted and agreed price according to the contract.
49. Consultant: The consultant shall be the professional undertaking or the professional individual named in the contract who is appointed by CESL to perform the services.

Interpretations

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1.2 Clarification on Bidding Documents

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A prospective Bidder requiring any clarification to the bidding documents may notify CESL in writing or email or by post or by telex or telefax at CESL's mailing address indicated below. CESL will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than the date specified for pre-bid queries in the RfP. The response to the queries will be posted on the e-tender portal.

The address of CESL, for communication:

CGM(Contracts),
Convergence Energy Efficiency Limited,
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place, New Delhi – 110001

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

CESL will also facilitate the bidder and any of its personnel or agents for getting permission from the authorities, where actual work is to be executed, to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify CESL and also the authorities , where work is to be executed, and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Whenever the bidder is silent about the acceptance of RfP/IFB conditions such as bank guarantee, warranty period, liquidated damages, certification of relation clause no.2.13 [Conflict of Interest] etc. it shall be presumed that the bidder has accepted and certified RfP/IFB conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.

The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, local and national wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

1.3 Amendment to bidding documents

At any time prior to the deadline for submission of bids, CESL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment/clarification to the RfP will be notified in writing on its e-tendering portal.
In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, CESL may, at its discretion, extend the deadline for the submission of bids.

1.4 Tender Fee

Interested bidder/consortium of bidders may download the RfP/ Tender documents from the website/e-portal (http://convergence.co.in or https://cesl.eproc.in)

While submitting the bid, bidder shall submit Tender Fee as mentioned in Section-1 in the form of DD/Pay Order/Banker's Cheque/NEFT/RTGS in favour of "Convergence Energy Services Limited" payable at New Delhi along with the bid.

Exemption from submitting Tender Fee is allowed to MSEs (Micro & Small Enterprises) registered under Udyam Registration. In case, exemption is sought by the bidder, valid document/certificate in support of exemption from payment of Bid Document Cost to be submitted by the bidder.

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Serial No : 4ABAC4B7E3105F0176A2000A0017

Note: Medium enterprises are not eligible for exemption.

B. PREPARATION OF BIDS

2.1 Procedure for Submission of Bid/RfP.

Single Stage Single Envelope Bidding Process:

The Bidder or Consortium of bidders should submit hard copy of the offer, i.e. Techno Commercial and Price Bid together in a single sealed envelope superscripted with Bid/RfP number and date, content of envelope, name of work and Bid opening date. Bid-Form, Power of Attorney, Certificate regarding acceptance of important terms and conditions, Deviations Statement, Form of acceptance of Fraud Prevention Policy, etc. as per format defined in Section-6 (Forms & Procedures) shall also be submitted in the same envelope.

Single Stage Two Envelope Bidding Process:

The Bidder shall submit thier bid in Two Envelopes, it contain the details of the offer as follows:

Envelope-I should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appears ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.
Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

Envelope-II should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

Single Stage Three Envelope Bidding Process:

The Bidder shall submit thier bid in three Envelopes, it contain the details of the offer as follows:

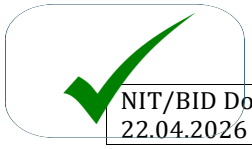
Envelope-I should contain the documents mentioned under heading Envelope-I of Section-4 of tender document (This envelope appear ONLINE in dynamic form in case of E-tenders).

Physical copy of Tender Fee, Bid Security/EMD to be submitted to CESL office on or before the deadline for submission of the bid. Envelope contening these document should be super-scribed with Bid/RfP number and date, name of work and Bid opening date, content of envelope i.e. bid security/price bid etc.
Scanned copy also to be uploaded on the E-Procurement portal/website, and details to be entered therein, during bid submission.

Envelope-II should contain Techno commercial Proposal of the bid. It should contains documents mentioned under heading Envelope-II of Section-4 of tender document. This envelope appear ONLINE in dynamic form in case of E-tenders.

Envelope-III should contain Price Bid in the format prescribed in the tender document. (In case of E-tender Price bid is to be submitted ONLINE).

In case of manual tender, copy of Bid/RfP should be a complete document and should be bound as a volume separately. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. All pages of the bid are to be signed by the authorized signatory (authorized through power of attorney) and must be having official seal of the bidder.



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Bids not accompanied by Tender Fee/ Bid Security Fees or EMD, or valid document in support of exemption, etc. shall be out-rightly rejected and treated as non-responsive. Further, their price-bid will not be opened.

In case of manual tender, for tenders received in unsealed/unstapled/open condition or without any superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.

2.2 Cost of Bid/ RfP (To be submitted before bid submission time)

The Bidder or Consortium of bidders shall bear all costs associated with the preparation and submission of its Bid/RfP, including cost of presentation for the purposes of clarification of the bid, if so desired by CESL. CESL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Language of Bids

The proposal prepared by the bidder/consortium of bidders and all correspondence and documents relating to the Bid/RfP exchanged by the bidder/consortium of bidders and CESL, shall be written in English language, provided that any printed literature furnished by the bidder/consortium of bidders may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.4 Bid Security/Earnest Money Deposit (EMD) (To be submitted before bid submission time)

Amount of Bid Security: Bid Security/Earnest Money Deposit as mentioned in Section-I of tender document is to be submitted.

The bidder shall furnish, as part of its bid, a bid security in a separate envelope (ITB Clause 2.1). The bid security shall, at the bidder's option, be in the form of a Banker's cheque/Demand Draft in favor of "**Convergence Energy Services Limited**" or a bank guarantee as per format in Section-6. Bid security/EMD shall remain valid for a period of 45 days beyond the original bid validity period. If there is any extension in bid validity period, then CESL may ask the bidder to extend the validity of bid security.

Any bid not accompanied by an acceptable bid security, shall be rejected by CESL as being non-responsive and returned to the bidder without being opened. The bid security of a consortium must be in the name of all the partners in the consortium submitting the bid. If lead partner is mentioned in case of consortium, then bid security can be in the name of lead partner.

The bid securities of the bidders will be returned as per the provisions mentioned in Section-4.

The bid security may be forfeited if:

a. If the bidder withdraws its bid during the period of bid validity as specified in the bid / RFP document.

b. If the bidder fails within the specified time limit:
   - To sign the LOA acceptance and contract agreement within 10 days & 28 days respectively from placement of LoI/Award letter.
   - To furnish the required performance security, in accordance with the tender document.

Please note that:

1. Following benefits will be given to Start ups and MSEs in this tender: -

All MSEs notified as per GFR 2017 clause no. 1.10.4 and as notified below shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSE must, along with their offer, provide proof of their being registered as MSE (indicating

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the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME, indicated below: -

(a) District Industries Centers;
(b) Khadi and Village Industries Commission;
(c) Khadi and Village Industries Board;
(d) Coir Board;
(e) National Small Industries Corporation;
(f) Directorate of Handicraft and Handloom;
(g) Udyog Aadhar Memorandum issued by Ministry of MSE; or
(h) Any other body specified by the Ministry of MSME.

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.

2. ***Purchase Preference to MSEs:*** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Maximum quantity as per the split criteria on MSE subject to tender evaluation condition.
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

2.1 ***Where the tendered quantity can be split:*** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 ***Where the tendered quantity cannot be split/divide:*** In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:
a. In case of proprietary MSE, proprietor(s) shall be SC /ST
b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:
a. In case of proprietary MSE, proprietor(s) shall be Women

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b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	**(a)** If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will be same for MSE as general bidder. **(b)** If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to

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			MSE bidder(s) in such cases shall be less than 25% which will be in line with the tender conditions. **(c)** If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates. **(d)** If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking. **(e)** If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by CESL. However, CESL reserves the right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is

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			56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case CESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by CESL which will be binding on the bidder. CESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	(a) If MSE is L1, 100% order will be given to MSE. (b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder. (c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

i Not prior to ten years.

ii With annual turnover not exceeding INR 100 crore in any preceding financial year, and

iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation

iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the any previous financial years has exceeded INR 100 crore or it has completed 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 19-Feb-2019, G.S.R. 127 (E), and subsequently issued notifications will be considered.

NOTES: -

a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.

b) In case MSE bidder is already getting for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.

c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.

d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for

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Benefits/Preference for Micro & Small Enterprises (MSEs)."

e) If bidder submits EMD/bid security fees and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.

f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.

g) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

2.5 Power of Attorney

Power of Attorney as Attachment 3 in first envelope: A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.10.

2.6 Certificate Regarding Acceptance of Important Conditions

Certificate Regarding Acceptance of Important Conditions as Attachment 4 is to be submitted in first envelope.

2.7 Deviations

No deviation, other than mentioned in Deviation statement, is permitted by CESL, to the provisions of the bidding documents listed in ITB sub-clause 4.6.

The Bidders are advised that while making their bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB sub-clause 4.6 in Attachment 4. Attachment 4 for acceptance of important conditions duly signed and stamped by the bidder is to be furnished in a separate sealed first envelope/Online.

Deviations, if any, from the terms and conditions of bidding documents or technical specifications shall be listed only in Attachment 5 to the bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the bidders is drawn to the provisions of ITB sub-clause 4.6 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents.

Bidders may further note that except for the deviations listed in Attachment 5, the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and technical specifications without any extra cost to CESL irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security of the bidder may be forfeited.

At the time of award of contract, if so desired by CESL, the bidder shall withdraw these deviations listed in Attachment-5 at the cost of withdrawal stated by him in his bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

2.8 Bid prices

Unless otherwise specified in the technical specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation,

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SERVICES LIMITED, C=IN
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survey cost, monitoring and verification cost and completion of the facilities including supply of mandatory spares or spares to be supplied during warranty (if any). This includes all requirements under the contractor's responsibilities for testing, pre -commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specification.

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation to the provisions of the bidding documents, such deviations shall be listed in Attachment 5 of its bid. The bidder shall also provide the additional price, if any, for withdrawal of the deviations, pursuant to ITB sub-clause 2.7.

Bidders shall give a breakdown of the prices in the manner and detail called for in the price schedules.

2.9 Price Basis

Price basis of the price quoted shall be on F.O.R (Free on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Letter of Award.

Statutory variation in applicable taxes & duties (other than excise duty) shall only be on account of CESL in case bidder has shown the rates of present taxes in their bid and other prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Even in case prices asked in Bid price Schedule are quoted as inclusive of taxes, tax rates shall be shown separately. Bidders shall quote all prices in Indian Rupees only.

2.10 Period of Validity of Bid

Bid shall normally remain valid for a period of 75 days for Open Tender and 90 days for Global Tender. However, a higher validity period shall be admissible depending upon the size and complexity of the tender nd the same shall be specified in section-1 of the RfP.
A bid valid for a shorter period may be rejected by CESL as being non responsive. In exceptional circumstances, CESL may solicit the bidder's consent to an extension of the bid validity period before the expiry of the bid validity. The request and response thereto shall be made in writing through letters/ e-mails. If the bidder accepts to prolong the period of validity, the bid security/EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

2.11 Format and Signing of Bid

The original copy of the bid, consisting of the documents listed in ITB sub-clause 1.1 shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 3 to the bid under ITB sub-clause 2.5. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory to the bid.
The above is not applicable for online bidding process.

2.12 Contents of the RfP/Bid

The Bidder or consortium of bidders is expected to examine all instructions, forms, terms & conditions and scope of work in the RfP/bid documents. Failure to furnish all information required or submission

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of an RfP/bid document not substantially responsive to the RfP/bid document in every respect will be at the bidder's risk and may result in the rejection of the RfP/bid.

2.13 Conflict of Interest

CESL's policy requires that a bidder participating in a procurement/contract process under CESL financed projects shall not have a conflict of interest. All bidders found to have a conflict of interest shall be ineligible for award of contract.

A. Bidder may be considered to have a conflict of interest in a bidding process if:

a) it, or any of its affiliates, has been engaged by CESL to provide consulting services for the preparation or implementation of a project, and participates in a bidding to provide goods, works, or non-consulting services resulting from or directly related to such consulting services. Or

b) it submits more than one bid in a bidding process, either individually or as a partner in a joint venture, except for permitted alternative bids. This will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of a firm as a subcontractor in more than one bid and the participation of a bidder as a subcontractor in another bid in certain types of procurement/contract, if permitted by CESL's bidding documents; or

c) it (including its personnel or sub-contractors) has a business or family relationship with a member of a CESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to CESL throughout the procurement process and execution of the contract. CESL may in its discretion reject the tender or rescind the contract.; or

d) In addition to above the following provisions of Manual for Procurement of Goods (June, 2022) shall also apply:

A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

i) they have controlling partner (s) in common; or

ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

iii) they have the same legal representative/agent for purposes of this bid; or

iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal.

vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

2.14 Disclaimer

CESL and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct

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ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of CESL and/or any of its officers, employees.

2.15 Authorized Signatory (Bidder or Consortium of bidders)

The bidder or consortium of bidders as used in the RfP/ bid document shall mean the one who has signed the bid/RfP document forms. The bidder or consortium of bidders should be the duly authorized representative of the bidder/consortium of bidders, for which a certificate of authority/power of attorney will be submitted along with the offer. This should clearly define the authority provided to the authorized representative. Complete offer, all certificates and documents (including reply to any clarifications sought and any subsequent correspondences) shall be furnished and signed on all pages by the authorized representative.
The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder or consortium of bidders shall be annexed to the bid as attachment 3 in envelope 1. CESL may reject outright any proposal not supported by adequate proof of the signatory's authority.

2.16 Consortium related conditions

The bidder shall have the option to submit the proposal either alone or along with other partner companies. **Prerequisites for bidder have been specified in qualifying requirement and other parts of the tender document.** The lead partner shall be the sole point of contact for all purposes of the Contract. The lead partner will have the prime and sole responsibility for the execution of the scope of work. Any information/clarification submitted to the lead partner by CESL will mean that the same has been conveyed to all partners. However, the partner companies should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The bidder or any of the partner companies should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, CESL shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

2.17 Contact details of the Bidder or Consortium of bidders

Bidder or Consortium of bidders who wants to receive CESL's response to queries should give their contact details to CESL. The Bidder or Consortium of bidders should send their contact details in writing at CESL's contact address.

2.18 Inspection / Checking / Testing

All materials / Equipment manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by CESL or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.

2.18.1 Inspections and Tests

i. Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

ii. The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and

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SERVICES LIMITED, C=IN
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assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.

iii. Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.

iv. CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.

v. Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

2.19 Removal of Rejected Goods and Replacement

If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specification, the same shall be rejected by CESL or duly authorized representative and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.

The bidder shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, CESL shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidder.

2.20 Access to Bidders Premises

CESL and/or its authorized representative shall be provided access to bidder and/or his sub- bidder's premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work, if it is felt by CESL.

2.21 Taxes, Levies and Duties

Prices of items shall be quoted as per instruction contained in SCC. However, Bidders are required to quote their prices inclusive of all taxes and duties except applicable GST. The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. CESL's liability shall be only for applicable GST. Bidder is to arrange on its own to deliver the material at site. No road permit shall be provided by CESL. Bidders are also requested to refer Clause no. 14 of Section-3 (GCC).

2.22 Terms of Payment

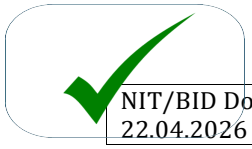
The payment will be made by CESL to the bidder in accordance with the terms and conditions specified in section 4 of special conditions of contract of tender document/agreed upon during negotiation and reproduced in Letter of Award.

2.23 Delivery Schedule

Time will be the essence of order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the order unless agreed by CESL without levy of LD. Tentative time schedule is enclosed in the RfP/ bid document. Refer Section-4 (SCC) of tender document for delivery schdule. Delivery of the equipment/material described shall be deemed to constitute acceptance of this order and terms and conditions by the bidder at the price specified.

2.24 Source of Supply

The bidder shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where the imports are unavoidable, all such items shall be imported by the bidder in time against his own import license without affecting the contractual delivery schedule.



2.25 Statutory Compliance/ Certification regarding Cyber Security Products

A certificate (as per the format present in Section-6) is to be submitted by the bidders that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MeitY notification vide File no. l(10)/2017-CLES dt. 06.12.19 or subsequent notification. The above certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.

Apart from the above, bidders are also requested to submit thier bids as per the requirement of the following circulars.

i) Order No. F.7/10/2021-PPD (1) Dated 23.02.2023 of DoE (MoF) or latest
ii) Order No: P-45021/2/2017-PP (BE-II) dated: 16-Sept-2020 of DPIIT or latest

C. SUBMISSION OF BIDS

3.1 Sealing and Marking of Bids

The Bidder shall seal the original copy of the bid in envelope duly marking the envelopes as "ORIGINAL BID". All envelopes must be super-scribed with name of work, RfP No., envelope no., content of envelope and date and bid opening date. The envelopes shall then the sealed in an outer envelope which should also be super scribed with name of work, RfP/ bid document no./package no. and date and bid opening date.

3.2 Deadline for submission of bids

The Bidders are advised to submit their bids well on time preferably one hour prior to bid closing time to cater to possible system slow down/requirement of assistance by bidders etc.. CESL shall not be responsible for late/non-submission of bids due to above scenario which are beyond CESL control during the closing minutes of the tender, though every effort will be made to keep the portal fully functional at all times during the bidding process.

Bids must be received by CESL at the address specified as under and the bids will be opened at the same address as per timings stated in IFB and as repeated below.

CGM (Contracts),
Convergence Energy Efficiency Limited,
9th Floor, Jeevan Prakash Building,
25, KG Marg, Connaught Place, New Delhi – 110001

Date of submission of bids : As mentioned in Section-I
Date of bid opening : As mentioned in Section-I

Bids must be received at the address specified above but no later than the time and date stated as above. In the event of the specified date for submission of bids being declared a holiday for CESL, the bids will be received up to the appointed time on the next working day.

CESL may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 1.3, in which case all rights and obligations of CESL and bidders will thereafter be subject to the deadline as extended.

3.3 Late Bids:

Any bid received by CESL after the bid submission deadline prescribed by CESL, pursuant to ITB Clause 3.1& 3.2, will be rejected and returned in unopened condition.

In case of an online tender, if the hard copy (ies) of bid documents of the bid received by CESL prior to deadline stipulated in tender, but the bidder fails to submit its bid online within the stipulated time than in such case, their bid documents received in hard copies shall not be accepted and will be returned to them in unopened condition.

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User ID : deepak.mittal

D. BID OPENING AND EVALUATION

4.1 Bid Opening Process

CESL will open all bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the NIT. Bidders' representatives shall sign a format as proof of their attendance.
Bidders' names, bid prices, discounts, the presence or absence of requisite bid security and other such details as CESL, at its discretion, may consider appropriate, will be announced at the opening.
Late bids pursuant to ITB clause 3.2 and/or bids not accompanied by requisite Tender Fee, bid security/ or applicable document as specified in the RfP in a separate sealed envelope pursuant to ITB clause 1.4 & 2.4, will be rejected and returned unopened to the bidder.

Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

CESL will prepare minutes of the bid opening.

4.2 Clarification on Bids

During bid evaluation, CESL may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. The address for communication will be same as ITB clause 1.2.

4.3 Preliminary Examination of Bids.

CESL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

4.4. Arithmetical errors rectification process

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause 2.4.

CESL may waive off any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the bidder in Attachment 4 to its bid, and that does not prejudice or affect the relative ranking of any bidder as a result of the technical and commercial evaluation, pursuant to ITB clauses 4.7 and 4.8.

4.5. Preliminary Evaluation

Prior to the detailed evaluation, CESL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, CESL's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

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4.6. Acceptance of Important Condition

No deviation, whatsoever, is permitted by CESL to the provisions relating to the following clauses (Important Conditions). Party is to submit the following as attachment 4 in envelope 1:

Governing Laws	-	Clause 07 of ITB
Settlement of Disputes	-	Clause 06 of GCC
Terms of payment	-	Clause 2.22 of ITB
Performance Security	-	Clause 5.6 of ITB
Taxes and Duties	-	Clause 2.21 of ITB & 14 of GCC
Completion Time Guarantee	-	Clause 26 of GCC
Defects Liability	-	Clause 27 of GCC
Functional Guarantee	-	Clause 28 of GCC
Patent Indemnity	-	Clause 29 of GCC
Limitations of Liability	-	Clause 30 of GCC
Statutory Compliance/ Certification regarding Cyber Security Products	-	Clause 2.25 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price bid

Bidders are required to furnish a certificate as per Attachment 4, indicating their compliance to the provisions of the above clauses in a separate sealed envelope. In case the certificate as per Attachment-4 duly signed and stamped by the bidder, is not furnished along with the bid in a separate sealed envelope, the bid shall be rejected and returned to the bidder without being opened

At the time of award of contract, if so desired by CESL the bidder shall withdraw the deviations listed in attachment 5 at the cost of withdrawal stated by him, in his bid. In case the bidder does not withdraw the deviations proposed by him in attachment 5 to his bid, if any; at the cost of withdrawal stated in his bid, his bid will be rejected and security will be forfeited.

CESL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by CESL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

4.7. Technical Evaluation

CESL will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, CESL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

a) Overall completeness and compliance with the technical specifications and drawings; deviations from the technical specifications as identified in Attachment 5 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non- responsiveness.

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SERVICES LIMITED, C=IN
User ID : deepak.mittal

b) Achievement of specified performance criteria by the facilities as per scope of work

c) Type, quantity and long-term availability warranty spare parts and also mandatory and recommended spare parts and maintenance services

d) Any other relevant factors, if any, listed in the tender document, or that CESL deems necessary or prudent to take into consideration.

4.8. Commercial Evaluation

The comparison shall be of the FOR site price of domestically manufactured plant and equipment including type test charges, if any and mandatory spares, warranty spares plus applicable sales tax & duties as well duties and taxes paid/payable on components and raw materials incorporated or to be incorporated in the plant and equipment including mandatory spares/warranty spares plus the cost of loading, unloading, local transportation, insurance covers, installation and commissioning, civil work other services required under the contract including service tax and surcharge, if any plus any survey cost, monitoring and verification cost, distribution cost, scrap disposal cost, annual maintenance cost, any services as per scope of work, administrative charges and statuary agencies cost including service tax and surcharge, if any. CESL's comparison will also include the costs resulting from application of the evaluation procedures described in ITB sub-clause 4.9. However, the price of recommended spare parts or optional spares or services, if asked in the bid, shall not be considered for evaluation of bids.

CESL's evaluation of a bid will take into account, in addition to the bid prices indicated in price schedules in section 4 along with the corrections pursuant to ITB sub-clause 4.3, the following costs and factors that will be added to each bidder's bid price in the evaluation using pricing information available to CESL, in the manner and to the extent indicated in ITB sub-clause 4.9 and in the technical specifications:

a) The cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the technical specifications as identified in Attachment 5 to the Bid.

b) Compliance with the time schedule called for and evidenced as needed in a milestone schedule provided in the bid.

c) The functional guarantees of the facilities offered as per scope of work.

d) The extra cost of work, services, facilities etc, required to be provided by CESL of third parties.

4.9. Evaluations of Deviations:

Pursuant to ITB Sub-Clause 4.8, the following evaluation methods will be followed:

a) Technical and Commercial Deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 5 to the bid will be used if necessary. If such a price is not given in Attachment-5, CESL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

b) Time schedule (program of performance)

The plant and equipment covered by this bidding are required to be transported/ shipped and installed, and the facilities are to be completed within the period as mentioned below.

Completion of all facilities/work: As per year/months in SSC.

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The above date will be the effective date specified in the contract agreement. Bidders are required to base their prices on the time schedule or, where no time schedule is given, on the completion date(s) given above. No credit will be given for earlier completion.

The master network and the key milestone dates will be discussed with the successful bidder and agreed upon in pre-award discussion before issuance of Letter of Award. Engineering drawing and data submission schedule shall also be discussed and finalized before the issuance of Letter of Award.

After the Letter of Award, the contractor shall plan the sequence of work manufacture, supply, installation to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required sequence.

c) Functional Guarantees of the facilities

Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the technical specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantees is specified in the technical specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

d) Work, services, facilities etc., to be provided by CESL

Where bids include the undertaking of work or the provision of services or facilities by CESL in excess of the provisions allowed for in the bidding documents, CESL shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

4.10. Illustrative Method of Evaluation

		Any Bidder (INR)
1.	Quoted bid price without taxes and duties (After considering arithmetical errors)	
i)	Ex works including Excise duty price including Type test Charges/Lab Test charges + inland transportation including inland Transit insurance etc. For equipment and spares	N1
ii)	Prices for dismantling and/or installation	N2
iii)	Prices for additional Warranty, if any	N3
iv)	Total Price	N(N1+N2+N3)
2.	Taxes and Duties	
	i) CST/VAT/GST	T1
	ii) Service Tax	T2
	iii) Total	T(T1+T2)
3.	Cost Compensation	
	i) Technical Cost Compensation	TCC
	ii) Commercial Cost Compensation	CCC
	iii) Total	TCC+CCC
4.	Adjustments for Functional Guarantees	X
5.	Final Evaluated Bid Price	N+T+TCC+CCC+X

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4.11. Contacting CESL

Subject to ITB Clause 12, no Bidder shall contact CESL on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of 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 CESL in CESL's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

E. AWARD OF CONTRACT

5.1. Award criteria

Single Contract or in case of turnkey projects following mode of contract may be applicable.

Subject to ITB Clause 5.3, CESL will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid or bid offering highest return to CESL as the case may be as per tender documents and special conditions of contract, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

Except for the deviations listed in Attachment-5, the bidder would be required to comply with all the requirements of bidding documents without any extra cost to CESL failing which his bid security will be forfeited. Further, CESL may request the bidder to withdraw any or all of the deviations listed in Attachment – 5 to the winning bid, at the price shown for the deviation in Attachment 5 to the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security forfeited.

The mode of contracting with the Successful Bidder will be as per stipulation briefly indicated below:

(i) First Contract: For supply of plant and equipment.

(ii) Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil. Structural steel work & allied work, if applicable) insurance covers other than inland transit insurance, erection,
testing &commissioning, conducting Guarantee tests in respect of all the Goods supplied under the 'First Contract' and all other

(iii) Services as specified in the Contract Documents.

The above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract which will confer a right on CESL to terminate the other Contract also at the risk and the cost of the Contractor.

5.2. Quantity Variation/Option Clause & Repeat Order Clause

5.2.1 Quantity Variation/Option Clause

CESL reserves the right to vary the quantity of supply/services items upto +/- 25% and/or delete any items of the above altogether during the validity of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. However, the finalized permissible variation in Quantity shall be specified in Section-4

5.2.2 Repeat Order

CESL reserves the right to place repeat order upto 50% of original contract value in case of urgency for part quantity for similar work on same prices, terms and

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conditions. The date of repeat order will not beyond 3 months after the completion of earlier order.

5.2.3 Applicability of the above clause (cl. 5.2.1 and cl. 5.2.2) will be specified in Section-4 (SCC). The bidder should note that either one of these clauses may be applicable in the tender as specified in Section-4 (SCC). the finalized permissible variation in Quantity in either case shall be specified in Section-4.

5.3. CESL's right to accept any bid and to reject any or all bids

The CESL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for CESL's action.

5.4. Letter of Intent / Letter of Award

Prior to the expiration of the period of bid validity, CESL will notify the successful bidder in writing by issuing Letter of Award (LOA) either through telefax/ e-mail or though registered/speed post/couriered letter, that its bid /offer has been accepted. The Letter of Award (LOA) will constitute the formation of the contract.

The bidder shall return duplicate copy of the LOA/contract and the other enclosed documents duly signed as a token of acknowledgement, within 10 days from the date of receipt of this order.
Bidder is to make two original copies of Contract Agreement as per the format attached in the RfP Documents.

Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 5.6, CESL will promptly notify each unsuccessful bidder and will discharge its bid security/EMD.

5.5. Modifications

The contract agreement constitutes an entire agreement between the parties hereto. Any modifications to the contract agreement shall become binding only upon the same being confirmed in writing duly signed by both the parties.

CESL reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if-

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

5.5.1 Signing the Contract Agreement

At the same time as CESL notifies the successful Bidder that its bid has been accepted, CESL will send the bidder the contract agreement provided in the bidding documents, incorporating all agreements between the parties.

Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign and date the contract agreement and return it to CESL. Contract agreement will contain agreement on stamp paper, bid documents and bidder's offer etc.

5.6. Performance security

Within twenty-eight **(28) days** after receipt of the letter of award, the successful bidder shall furnish the performance security for three to ten percent **(03%-10%)** of the contract price. The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 or as specified in tender

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documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to CESL. Bidders are also requested to refer Clause no. 13.3 of Section-3 (GCC).

In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) specified in Bid

Failure of the successful Bidder to comply with the requirements of ITB Clause 5.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event CESL may make the award to the next lowest evaluated bidder or call for new bids.

5.7. Corrupt or Fraudulent practices:

CESL requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CESL: defines, for the purposes of this provision, the terms set forth below as follows:

a. i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition;

b) 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;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the CESL.

5.8 Ineligibility for Future Tenders

Notwithstanding the provisions specified in ITB sub clause 2.4 and ITB sub clause 5.8, if a bidder after having been issued and letter of award, either does not sign the contract agreement or does not submit an acceptable performance security pursuant to ITB clause 5.6, such bidder may be considered ineligible for participating in future tenders of CESL for a period as may be decided by CESL.

5.8.1 Interchangeability Certificate

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.

Note: Special Terms and Conditions will prevail upon the instruction to Bidders.

6.0 Liquidated Damages

Liquidity damages (LD) shall be as specified in Section-4 (SCC).

However, in general, in case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, CESL reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted

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portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract.
Alternatively, CESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by CESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by CESL due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/EMD/BGs etc.

Alternatively, CESL may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

7.0 Governing Law

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

8.0 Inspections and Tests

8.1 Inspection of Goods: CESL or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to CESL. (SCC and the Technical Specifications shall specify what inspections and tests the CESL requires and where they are to be conducted). CESL shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to CESL.

8.3 Should any inspected or tested Goods fail to conform to the specifications, CESL may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to CESL.

8.4 CESL's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by CESL or its Representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 6 shall in any way release the Contractor from any warranty or other obligations under this Contract.

8.6 Manuals and Drawings.

8.6.1 Before the Goods and Services are taken over by CESL, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable CESL to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
8.6.2 The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.
8.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to CESL.
8.6.4 It shall be the obligation of the Contractor to train and familiarize the designated person by CESL in regard to the operation manual and drawings.

9.0 Transportation, Demurrage Wharfage, Etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India, including insurance, as shall be specified in the

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Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.
Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnify CESL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. CESL has no role to play in this matter.

10.0 Warranty

10.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the CESL's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

10.2 This warranty of all the Works shall remain valid for 2 year after the Commissioning. The Contractor shall, in addition, comply with the performance and/or guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the
Contractor shall:
10.3 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause;

OR

10.4 pay liquidated damages to CESL with respect to the failure to meet the contractual guarantees.

10.5. CESL shall notify the Contractor in writing of any claims arising under this warranty.

10.6 Upon receipt of such notice, the Contractor shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on CESL for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.

10.7 If the Contractor, having been notified, fails to remedy the defect(s) within 15 days, CESL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which CESL may have against the Contractor under the Contract. The performance guarantee and liquidated damaged be entitled to be recovered without prejudice to other rights of CESL.

11.0 THIRD-PARTY CONSULTANCY SERVICES

CESL is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Special Conditions of Contract.

12.1 SCOPE OF SERVICES

12.1.1 The Consultant shall deliver the Services in full and on time.
12.1.2 The Services to be performed by the Consultant encompass all the part services described and explained in Special Conditions of Contract, Terms of Reference plus Tender Documents and The Consultant's bid. Furthermore, the Consultant must deliver all the standard and special services as defined intender RfP.
12.1.3 The Consultant shall work together with third parties wherever commissioned by CESL. CESL is not responsible for these third parties or their performance, when the work is assigned to consultant to co-ordinate with them. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible.

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12.2 STANDARD AND SPECIAL SERVICES

12.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("standard services"). The standard services shall be fully compensated through the Agreed Remuneration in the contract.

12.2.2 "Special Services" are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because CESL has suspended the Services *Force Majeure* or because CESL, with the prior consent of CESL, requires services that were not included in the invitation to tender but are necessary.

No extra cost is payable to fulfill the standard and / or special services.

12.3 DUE DILIGENCE

12.3.1 Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant's jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognized quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to CESL, bearing in mind the requirements of tender/RfP/Letter of Award.

12.4 REPORTING

12.4.1 The Consultant shall inform CESL promptly of all extraordinary circumstances that arise *during the performance of the services and of all* matters requiring CESL approval. The consultant is to make reports as defined in scope of work and submit the same as per timelines defined in the contract.

12.5 STAFFING

12.5.1 The Consultant shall employ the staff specified in bid [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of CESL.

12.5.2 CESL may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements as per contract. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

12.5.3 If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

12.5.4 If any one of the Consultant's staff falls ill for more than one month and this jeopardizes the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

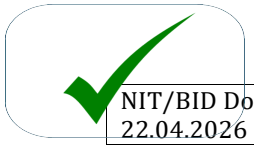
12.5.6 Staff shall only be replaced after prior approval by CESL, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of CESL.

12.5.7 If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at CESL's request. In this case, CESL shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements.

12.6 CONTACT PERSON OF THE CONSULTANT

12.6.1 The Consultant shall appoint for the exercise ofall rights and obligations arising from this Contract a natural person as its contact person for CESL under this Contract.

12.6.2 The Consultant shall specify and provide respective contact data to CESL - for an individual at the Consultant's place of business who can be reached at any time in cases of emergency or crisis as



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well as a deputy of the Consultant. The Consultant shall notify CESL without delay of any change of elected person or their contact data.

12.7 INDEPENDENCE OF THE CONSULTANT

12.7.1 The Consultant undertakes that neither the Consultant nor any enterprise associated with the Consultant shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation may lead to the immediate cancellation of this Contract and require the reimbursement of any and all costs incurred by CESL up to the time of such violation as well as compensation for any and all losses and damages incurred by CESL as a result of such cancellation.

12.8 COMMENCEMENT AND COMPLETION

12.8.1 The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has come into force. The Consultant shall deliver the Services in accordance with the time schedule in the bid [Time Schedule for the Performance of the Services defined in SCC], and shall complete the Services within the Completion Period, subject to any further extensions to this Contract accorded by CESL.
12.8.2 In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from CESL,
12.8.3 Any change to the time schedule *[Time Schedule for the Performance of the Services]* due to a reasonable request by either party shall be mutually agreed upon in writing.

12.9 FORCE MAJEURE

In addition to Force Majeure defined in clause 37 (GCC), following will also be applicable for consultancy work.

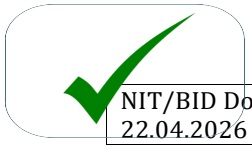
12.9.1 In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence and both the parties agree for that to be a force majeure. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.

12.9.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, both parties to this Contract shall be entitled to terminate the Contract on mutual agreement basis only.

12.9.3 In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices subject to CESL agreement with the work. Neither party shall make any further claims.

12.10 SUSPENSIONS OR TERMINATION

12.10.1 CESL may fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimized. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to CESL. In case of termination Force majeure shall apply mutatis mutandis.



12.10.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, CESL may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by CESL, CESL shall be entitled, after this period has elapsed, to terminate the Contract by written notice.
12.10.3 If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. CESL shall be entitled to demand compensation for the direct damages caused by the default.

12.11 REMUNERATION OF THE CONSULTANT

The Consultant shall receive the remuneration agreed in the Special Conditions and bid price schedule for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below.

12.12 TERMS OF PAYMENT

Except where otherwise agreed in the Special Conditions, CESL shall pay the Consultant's remuneration as follows:

(a) Advance payment, due within 30 days of award of Contract upon presentation of an invoice against equivalent advance bank guarantee, if mentioned in SCC.
(b) Payments based on deliverables as per tender/SCC or as agreed upon in amendments.
(c) The final payment shall be made after the Services have been performed in full and confirmation had been provided by CESL to that Consultant.

12.13 METHOD OF PAYMENT

Payment shall be made according to the conditions set out in the Special Conditions or as agreed upon.

12.14 INSURANCE AGAINST LIABILITY AND DAMAGES

The Consultant is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

a) Professional liability insurance;
b) Personal liability insurance;
c) Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by CESL within the context of this Contract; and
d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

CESL will not be responsible in case any accident/ mis-happenings with consultant employee or contract person and for any equipment damage or theft occurs and in no case CESL shall pay for it.

In case of any contradiction in ITB and SCC, then SCC will prevail.

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SERVICES LIMITED, C=IN
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Serial No : 4BE5AC4B7E5105F0176A2B0D4C0215

LIST OF ACRONYMS

EMD: Earnest Money Deposit
EoI: Expression of Interest
SCC: Special Conditions of Contract
INR: Indian Rupees
IST: Indian Standard Time
LED: Light Emitting Diodes
LoI: Letter of Intent
LoA: Letter of Acceptance
MoU: Memorandum of Understanding
MoP: Ministry of Power
RECL: Rural Electrification Corporation Ltd
EESL: Energy Efficiency Services Ltd
CESL : Convergence Energy Services Ltd
O&M: Operation & Maintenance
RfP: Request for Proposal
R&M: Repair & Maintenance
SD: Security Deposit
CPG: Contract Performance Guarantee
FTL: Fluorescent Tube Light
SVL: Sodium Vapor Lamp
PMA: Project Management Agency

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SECTION-3

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS CONTRACT (GCC)		
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A. Contract and Interpretation

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

"Contract" means the Contract Agreement entered into between CESL and the Implementing Partner, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" means the documents listed in Article. 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

"GCC" means the General Conditions of Contract hereof.

"SCC" means the Special Conditions of Contract.

"Day" means calendar day of the Gregorian calendar.

"Month" means calendar month of the Gregorian calendar.

"CESL" means CESL, New Delhi/Noida and includes the legal successors or permitted assigns of CESL.

"Project Manager" means the person appointed by CESL in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by CESL.

"Contractor or Implementing Partner" means the person(s) whose bid to perform the Contract has been accepted by CESL and is named as such in the Con- tract Agreement, and includes the legal successors or permitted assigns of the Implementing Partner.

"Contractor or Implementing Partner's Representative" means any person nominated by the Implementing Partner and approved by CESL in the manner provided in GCC Sub- Clause 17.2 (Implementing Partner's Representative and Construction Manager) hereof to perform the duties delegated by the Implementing Partner.

"Sub Contractor or Sub Implementing Partner," including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Implementing Partner, and includes its legal successors or permitted assigns.

"Adjudicator" means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between CESL and the Implementing Partner referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.

"Contract Price" means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Con-tract.

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"Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Implementing Partner under the Contract.

"Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Implementing Partner under the Contract (including the spare parts to be supplied by the Implementing Partner under GCC Sub-Clause 7.3 here-of), but does not include Implementing Partner's Equipment.

"Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Implementing Partner under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Implementing Partner's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of CESL's Personnel etc.

"Contractor or Implementing Partner's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Implementing Partner, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

"Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

"Effective Date" means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.

"Time for Completion" means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.

"Completion" means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications.

"Pre-commissioning" means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the Implementing Partner in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.

Commissioning" means trial/intial operation of the Facilities or any part thereof by the Implementing Partner, which operation is to be carried out by the Con tractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

"Guarantee Test(s)" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub Clause 25.2 (Guarantee Test) hereof.

Operational Acceptance" means the acceptance by CESL of the Facilities (or any part of the Facilities

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where the Contract provides for acceptance of the Facilities in parts), which certifies the Implementing Partner's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.

Defect Liability Period" means the period of validity of the warranties given by the Implementing Partner commencing at Completion of the Facilities or a part thereof, during which the Implementing Partner is responsible for defects with respect to the Facilities (or the relevant part thereof)as provided in GCC Clause 27 (Defect Liability) hereof.

2. **Contract Documents**

2.1 Subject to Article1.2 (Order of Precedence) of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

2.2 The Contract will be signed in three originals and the Implementing Partner shall be provided with one signed original and the rest will be retained by CESL.

2.3 The Implementing Partner shall provide free of cost to the CESL all the engineering data, drawing and descriptive materials submitted with the bid,in at least five (5) copies to form a part of the Contract immediately after Notification of Award/ letter of Award.

2.4 Subsequent to signing of the Contract, the Implementing Partner at his own cost shall provide the CESL with at least five(05) true copies of Contract Agreement within thirty (30) days after signing of the Contract.

3. **Interpretation**

3.1 **Language**

3.1.1 Unless the Implementing Partner is a national of CESL's country and CESL and the Implementing Partner agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.2 Singular and Plural
The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings
The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Persons
Words importing persons or parties shall include firms, corporations and government entities.

3.5 Inco terms

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SERVICES LIMITED, C=IN
Date: 2026.04.22 ...
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

Inco terms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 Construction of the Contract (applicable only if specifically mandated in SCC)

3.6.1 The Contracts to be entered into between the CESL and the successful bidder shall be as under :
Single Contract or in case of turnkey projects following mode of contract may be applicable.

i) First Contract: For Ex-works (India) supply of plant and equipment and accessories by bidder including mandatory spares and spares to be supplied during wharf

ii) Second Contract: for providing all services i.e. loading, inland/air/shipment transportation for delivery at site, inland/air/shipment transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipments supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents including sales tax and duties as asked in price bid in section IV. It will also cover cost for Repair and Maintenance and equipments and/or additional warranty, where ever asked for ,supplied under the 'First Contract' and all other services including civil works, if any, as specified in the Contract Documents. All items in second contract must be quoted including service tax.

iii) Third Contract: For providing all services including Awareness programme for public/stake holders/workshops/printing brochure and other materials, Survey cost, Monitoring and verification cost, scrap disposal cost, arrangement of office at both sites and Statuary agencies cost including service tax.

All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on CESL to terminate the other Contracts also at the risk and the cost of the contractor /Implementing Partner for the Project, for which awards have been made.

In case, value of second contract viz transportation, insurance is lower or the supply cost includes transportation, insurance etc than three contract may be merged in two contract.

Prices are to be quoted as Firm during currency of contract. No price adjustment is allowed.

General:

1. In case of investment partner, A project manager is to be deputed from their side for co-coordinating activities.
2. Word Implementing Partner for any Project used in General Conditions of contract includes persons of Investment partner, executing and implementing agencies etc
3. Notification of award means Letter of Intent and Letter of award

3.6.2 The award of separate Contracts shall not in any way dilute the responsibility of the Implementing Partner for the successful completion of the Facilities as per Contract Documents and a breach in one Con-tract shall automatically be construed as a breach of the other Contract(s) which will confer a right on CESL to terminate the other Contract(s) also at the risk and the cost of the

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Implementing Partner.

3.7 Entire Agreement

Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between CESL and Implementing Partner with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.8 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party here to.

3.9 Independent Contractor or Implementing Partner

The Implementing Partner shall be an independent Implementing Partner performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties here to.

Subject to the provisions of the Contract, the Contractor or Implementing Partner shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub Contractor or Sub Implementing Partners engaged by the Implementing Partner in connection with the performance of the Contract shall be under the complete control of the Implementing Partner and shall not be deemed to be employees of CESL, and nothing contained in the Contract or in any subcontract awarded by the Implementing Partner shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractor or Sub Implementing Partners and CESL.

3.10 Joint Venture or Consortium

If the Implementing Partner is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to CESL for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of CESL.

3.11 **Non-Waiver**

3.11.1Subject to GCC Sub-Clause 3.11.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.11.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.12 **Severability**

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If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.13 **Country of Origin**
"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4. **Notices**

4.1Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalised pursuant to GCC Sub-Clause 17.2.3.1, with the following provisions.

4.1.1Any notice sent by cable, telegraph, facsimile or shall be confirmed within two (2) days after despatch by notice sent by airmail/ post or special courier, except as otherwise specified in the Contract.

4.1.2Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

4.1.3Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its despatch.

4.1.4Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

4.2 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

5. Governing Law

5.1The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

6. Settlement of Disputes

6.1 **Adjudicator**
6.1.1 If any dispute of any kind whatsoever shall arise between CESL and the Implementing Partner in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

6.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either CESL or the Implementing Partner within fifty-six (56) days of

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

such reference, the decision shall become final and binding upon CESL and the Implementing Partner. Any decision that has become final and binding shall be implemented by the parties forthwith.

6.1.3 Should the Adjudicator resign or die, or should CESL and the Implementing Partner agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by CESL and the Implementing Partner as adjudicator under the Contract. Failing agreement between the two within twenty eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between CESL and the Implementing Partner.

6.2 **Arbitration**

6.2.1 If either CESL or the Implementing Partner is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either CESL or the Implementing Partner may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

In case the Contractor is a Public Sector Enterprise or a Government Department

6.2.3 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be shall be referred for resolution in Permanent Machinery for Arbitration(PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

6.2.4 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

6.2.5 CESL and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.

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6.2.6 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

6.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5(Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

6.2.8 Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 and its subsequent thereof. The venue of arbitration shall be New Delhi.

6.2.9 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

6.2.10 The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the Adjudicator or arbitration herein,

the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

CESL shall pay the Contractor any monies due to the Contractor.

Arbitration:

1. Appointing authority for adjudicator: MD, CESL

2. The place of arbitration shall be: New Delhi

B. Subject Matter of Contract

7. Scope of Facilities

7.1 Unless otherwise expressly limited in the Technical Specifications, the Implementing Partner's obligations cover the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Recommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Implementing Partner's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by CESL, as set forth in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

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7.2 The Contractor or Implementing Partner shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

7.3 In addition to the supply of Mandatory Spare Parts if asked and warranty spares included in the Contract, the Implementing Partner agrees to supply spare parts required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between CESL and the Implementing Partner, and the price of such if asked spare parts shall be that given in Price Schedule which shall be added to the Contract Price. The price of such spare parts shall include the purchase price there for and other costs and expenses (including the Implementing Partner's fees) relating to the supply of spare parts. The prices of spares covered under the Price Schedule shall be kept valid for a period as specified in SCC.

7.3.1 The Contractor / Implementing Partner agrees that the spare parts recommended by him for 3 years operation and quoted in price Schedule shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Implementing Partner also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.

7.3.1.1 All the spares for the equipment under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

7.3.1.2 All the mandatory spares covered under the Contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the orders for the recommended spares have been placed with the Implementing Partner prior to commencement of manufacture of the main equipment.

7.3.1.3 The Implementing Partner will provide CESL with the manufacturing drawings, catalogues, assembly drawings and any other document required by CESL so as to enable CESL to identify the recommended spares. Such details will be furnished to CESL as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.

7.3.1.4 To enable CESL to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Implementing Partner will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Implementing Partner to CESL are not higher than those charged by him from other customers in the same period.

7.3.1.5 In addition to the spares recommended by the Implementing Partner, if CESL further identifies certain items of spares, the Implementing Partner will submit the prices and delivery quotation for

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such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by CESL and placement of order for additional spares if CESL so desires.

7.3.1.6 The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.

7.3.1.7 The Contractor or Implementing Partner will provide CESL with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that CESL, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.

7.3.1.8 The Contractor or Implementing Partner shall guarantee the long term availability of spares to CESL for the full life of the equipment covered under the Con-tract. The Implementing Partner shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give CESL at least 2 years advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Sub-Implementing Partners. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub- Contractor or Implementing Partner, Implementing Partner will provide CESL, two years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by CESL for the purpose of manufacture/procurement of such items.

7.3.1.9 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by CESL as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/ negotiated with the Implementing Partner. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of Commissioning of the last equipment under the main project and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by CESL shall remain valid for the period of 5 years from the date of Commissioning of the equipment.

7.3.1.10 The Implementing Partner will indicate in advance the delivery period of the items of spares, which CESL may procure in accordance with above sub-clause. In case of emergency requirements of spares, the Con-tractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

7.3.1.11 In case the Implementing Partner fails to supply the mandatory, recommended or long term spares in the terms stipulated above, CESL shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Implementing Partner and recover from the Implementing Partner, the excess amount paid by CESL over the rates worked on the above basis. In the event of such risk purchase by CESL, the purchases will be as per the Works and Procurement Policy of CESL prevalent at the time of such purchases and CESL at his option may include a representative from the Implementing Partner in finalising the purchases.

7.3.1.11 It is expressly understood that the final settlement between the par-ties in terms of relevant clauses of the Contract Documents shall not relieve the Implementing Partner of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of Commissioning of the

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Plant and Equipment unless other-wise discharged expressly in writing by CESL. Further, the provisions pertaining to long term availability of spares shall be ex-tended beyond 5 years applicability period mentioned hereinabove if so desired by CESL and at the mutually acceptable escalation formula.

7.3.1.13 The Implementing Partner shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from de-fects in design, material and workmanship and shall further guarantee as under:

(i) For 3 years operational spares (both mandatory and recommended)

a) For any item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/component, the Defect Liability Period will be twelve (12) months from the scheduled date of commercial operation of main equipment/ plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by CESL to be available for continuous operation at different loads up to and including rated capacity. Such declaration by CESL, however, shall not relieve or prejudice the Implementing Partner any of his obligations under the Contract. In case of any failure in the original component/equipment's due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to CESL unless a joint examination and analysis by CESL and the Implementing Partner of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Implementing Partner as soon as they have been replaced by the Implementing Partner.

b) For the item of spares ordered or to be ordered by CESL for 3 years operational requirement of the plant, which with the written approval of CESL, are not manufactured as a continuous operation will be warranted for 7000 hrs of trouble free operation if used within a period of eighteen (18) months reckoned from the date of delivery at site. However, if such spare parts are put to use after eighteen (18) months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of thirty six (36) months from the scheduled date of Commissioning of equipment/plant covered under the contract or 7000 hrs of trouble free operation after such spares are put in service, whichever is earlier.

c) For long term requirement
For item of spares that may be ordered by CESL to cover requirements beyond 3 years of Initial Operation of the plant, the warranty will be till the expiry of 7000 hrs of trouble free operation if used within a period of eighteen (18) months from the date of delivery at site. For item of spares that may be used after eighteen (18) months from the date of delivery at site, the warranty period will be 12 months from the date they are put to use or 7000 hrs of trouble free operation, whichever is earlier. In any case the defect liability of spares will expire at the end of forty eight (48) months from the date of their receipt at site.

(ii) The Defect Liability of spares covered in para (b) & (c) above, that are not used within 18 months

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from the respective date of the delivery at Site will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance with Implementing Partner's standard recommended practice, if any, and the same has been furnished to CESL.

8. Time for Commencement and Completion

8.1 The Contractor or Implementing Partner shall commence work on the Facilities from the date of Notification of Award/Purchase Order/Notice to Proceed (NTP) and without prejudice to GCC Sub-Clause 26.2 hereof, the Implementing Partner shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement or / and as mentioned in special conditions of contract.

8.2 The Contractor or Implementing Partner shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

9. Contractor or Implementing Partner's Responsibilities

9.1 The Contractor or Implementing Partner shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

9.2 The Contractor or Implementing Partner confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by CESL, and on the basis of information that the Contractor or Implementing Partner could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Implementing Partner acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 The Implementing Partner shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor or Implementing Partner's and Sub Contractor or Implementing Partner's personnel and entry permits for all imported Implementing Partner's Equipment. The Implementing Partner shall acquire all other permits, approvals and/or licenses that are not the responsibility of CESL under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

9.4 The Implementing Partner shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or Implementing Partner or its personnel, including the Contractor or Sub Implementing Partners and their personnel, but without prejudice to GCC Sub Clause 10.1 hereof.

9.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 3.13 (Country of Origin).

10. CESL's Responsibilities

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10.1 CESL shall ensure the accuracy of all information and/or data to be supplied by the CESL as described in Appendix 6 (Scope of Works and Supply by the CESL) to the Contract, except when otherwise expressly stated in the Contract.

10.2 CESL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by CESL)to the Contract Agreement. CESL shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.

10.3 The CESL shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require CESL to obtain them in CESL's name, are necessary for the execution of the Contract (they include those required for the performance by both the Implementing Partner and CESL of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement.

10.4 If requested by the Implementing Partner, CESL shall use its best endeavours to assist the Implementing Partner in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Implementing Partner or Subcontractor or Implementing Partners or the personnel of the Contractor or Implementing Partner or Sub Contractor or Implementing Partners, as the case may be, to obtain.

10.5 Unless otherwise specified in the Contract or agreed upon by CESL and the Implementing Partner, CESL shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts other materials and facilities ; and shall perform all work and services of whatsoever nature, to enable the Implementing Partner to properly carry out Pre commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement at or before the time specified in the program furnished by the Contractor or Implementing Partner under GCC Sub- Clause 18.2 (Program of Performance) hereof and in the manner there-upon specified or as otherwise agreed upon by CESL and the Contractor or Implementing Partner.

10.6 The CESL shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.

10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of CESL save those to be incurred by the Implementing Partner with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 25.2.

C. Payment

11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of Appendix-2 (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Implementing Partner shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract

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Price, which shall, expect as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Contract price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.

12.2 No payment made by CESL herein shall be deemed to constitute acceptance by CESL of the Facilities or any part(s) thereof.

12.3 The currency or currencies in which payments are made to the Implementing Partner under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

13. Securities

13.1 **Issuance of Securities**

The Implementing Partner shall provide the securities specified below in favour of CESL at the times, and in the amount, manner and form specified below.

13.2 **Advance Payment Security**

13.2.1 The Implementing Partner shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equalto the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the currency or currencies of the contract, with ainitial validity of up to ninety (90) days beyond the schedule date of Completion of the Facilities in accordance with GCC Clause24. However, in case of delay in completion of facilities under the package, the validity of the security shall be extended by the period of such delay.

13.2.2 The security shall be in the form of an unconditional bank guarantee as per the proforma provided in Section VII (Forms and Procedures)- Form of Advance Payment Security. The Advance payment Security shall be reduced prorate every three (3) months after First Running Account Bill/Stage Payment under the Contract based on the value of equipment/facilities received. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the respective equipment Facilities supplied and received as per a certificate issued by the Project Manager and the balance of 25% released after ninety (90) days beyond the Completion of those Facilities. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Implementing Partner's responsibility and liabilities under the Contract including in respect of the Facilities for which the reduction in the value of security is allowed.

13.3 **Contract Performance Security**

13.3.1 The Implementing Partner shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract between three to ten percent (3% to 10%) of the Contract Price of all the Contracts, with a initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the package. If CESL accepts to enters into 'Second Contract' and/or 'Third Contract' with the Assignee of a foreign Implementing Partner, pursuant to GCC Sub-Clause 3.6, the said Assignee, in addition to the Contract Performance Securities to be provided by the foreign Implementing Partner between three to ten percent (3% to 10%) of the value of all the Contracts i.e.

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First Contract, Second Contract and Third Contract, shall provide within twenty-eight (28) days of the Notification of Award, separate Contract Performance Security(ies) equivalent to between three to ten percent (3% to 10%) of the value of Contract(s) entered into with the Assignee, for the due performance of Contract, with a intial validity up to ninety (90) days beyond the end of Scheduled Defect Liability period of the last equipment covered under the package. However, in case of delay in completion of the defect liability period, the validity of all the contract performance securities shall be extended by the period of such delay.

The actual value of Contract Performance Guarantee (CPG) will be as defined in Section-4 (SCC).

13.3.2 The performance security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to CESL, and shall be in the form of unconditional bank guarantee provided in Section-VI (Forms and Procedures)-Form of Performance Security of the bidding documents.

13.3.3 Unless otherwise stipulated in SCC, the security shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate time for Completion is provided, twenty one (21) months after Completion of the Facilities or where relevant part thereof, or fifteen (15) months after Operational Acceptance of the Facilities (or the relevant part thereof), whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Implementing Partner shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Implementing Partner immediately after its expiration, provided, however, that if the Implementing Partner, pursuant to GCC Sub-Clause 27.10, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount agreed upon or as specified in the SCC.

14. **Taxes and Duties**

i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union TerritoryGoods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.

ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.

iii. For the purpose of Evaluation, GST quoted in the Bid shall onlybe considered.

iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.

v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.

vi. In case GST registered Bidder has quoted GST rate as '0'(Zero), the quoted price shall be considered to be inclusive of GST as applicable.

vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. CESL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.

viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) asper GST Law.

ix. In case of all materials identified by the Supplier and CESL to be dispatched directly from the sub-vendor's work to CESL's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed tothe Supplier and shipped to CESL's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of CESL during transit of the materialsbefore the delivery of materials is taken by CESL.

x. For items not covered under GST, the Bidder is required to quote Excise Duty / VAT / CST as applicable in the PriceSchedule while giving the breakup of prices.

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SERVICES LIMITED, C=IN
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xi. Notwithstanding anything to contrary contained in the Purchase Order / Contract, the implementing partner right to payment under the Order / Contract is subject to issuance of valid tax invoice/bill ofsupply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.

xii. CESL shall deduct GST at source at the applicable rates in case transactions under the Order / Contract are liable to GST deduction at source.

xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both CESL and the implementing partner, shall be mutually agreed so that bothparties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order / Contract, penalty / damages shall be recovered in case the implementing partner makes a default in following the agreed procedure.

xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.

xv. The implementing partner shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default,Supplier shall be liable to pay the amount which may be imposed on CESL due to such default.

xvi. The implementing partner should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.

xvii. CESL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.

xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.

xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder / Contract, which was or will be assessed on the Supplier in connection with performance ofthe Oder/Contract, an equitable adjustment shall be made to take into account any such change.

xx. The payment / reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only todirect transactions between CESL and the Bidder.

14.1 Except as otherwise specifically provided in the SCC, the Implementing Partner shall bear and pay all taxes, duties, levies and charges assessed on the Implementing Partner, its Sub Implementing Partners or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or de-creased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 36 (Change in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between CESL and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought out items despatched directly from sub-vendor's works to site.

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D. Intellectual Property

15. Copyright

15.1The copyright in all drawings, documents and other materials containing data and information furnished to CESL by the Implementing Partner here in shall remain vested in the Implementing Partner or, if they are furnished to CESL directly or through the Implementing Partner by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. CESL shall however be free to reproduce all drawings, documents and other material furnished to CESL for
the purpose of the contract including, if required, for operation and maintenance of the facilities.

16. Confidential Information

16.1 CESL and the Implementing Partner shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor or Implementing Partner may furnish to its Sub Contractor or Implementing Partner(s) such documents, data and other information it receives from CESL to the extent required for the Sub Contractor or Implementing Partner(s) to perform its work under the Contract, in which event the Implementing Partner shall obtain from such Sub-Contractor or Implementing Partner(s) an undertaking of confidentiality similar to that imposed on the Implementing Partner under this GCC Clause16.

16.2 CESL shall not use such documents, data and other information received from the Implementing Partner for any purpose other than the operation and maintenance of the Facilities. Similarly, the Implementing Partner shall not use such documents, data and other information received from CESL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

16.3 The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

(a) now or hereafter enters the public domain through no fault of that party.

(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

(c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

16.5 The provisions of this GCC Clause 16 shall survive termination, for what-ever reason, of the Contract.

E. Work Execution

17. Representatives

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17.1 Project Manager

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, CESL shall appoint and notify the Implementing Partner in writing of the name of the Project Manager. CESL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Implementing Partner without delay. CESL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for CESL at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Implementing Partner to CESL under the Contract shall be given to the Project Manager, except as herein otherwise provided.

17.2 Contractor's representative & Construction Manager

17.2.1 If the Implementing Partner's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Implementing Partner shall appoint the Implementing Partner's Representative and shall request CESL in writing to approve the person so appointed. If CESL makes no objection to the appointment within fourteen (14) days, the Implementing Partner's Representative shall be deemed to have been approved. If CESL objects to the appointment within fourteen (14) days giving the reason therefor, then the Implementing Partner shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Implementing Partner's Representative shall represent and act for the Implementing Partner at all times during the currency of the Contract and shall give to the Project Manager all the Implementing Partner's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by CESL or the Project Manager to the Implementing Partner under the Contract shall be given to the Implementing Partner's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Implementing Partner shall not revoke the appointment of the Implementing Partner's Representative without CESL's prior written con-sent, which shall not be unreasonably withheld. If CESL consents thereto, the Implementing Partner shall appoint some other per-son as the Implementing Partner's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1

17.2.3 The Implementing Partner's Representative may, subject to the approval of CESL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Implementing Partner's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to CESL and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Implementing Partner's Representative.

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17.2.3.1 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, CESL and the Implementing Partner shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

17.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Implementing Partner's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Implementing Partner and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. When-ever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

17.2.5 CESL may by notice to the Implementing Partner object to any representative or person employed by the Implementing Partner in the ex-ecution of the Contract who, in the reasonable opinion of CESL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.3. CESL shall provide evidence of the same, whereupon the Implementing Partner shall remove such person from the Facilities.

17.2.6 If any representative or person employed by the Implementing Partner is removed in accordance with GCC Sub-Clause 17.2.5, the Con-tractor shall, where required, promptly appoint a replacement.

18. Work Program

18.1 Contractor or Implementing Partner's Organization

The Implementing Partner shall supply to CESL and the Project Manager a chart showing the proposed organization to be established by the Implementing Partner for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Implementing Partner shall promptly inform CESL and the Project Manager in writing of any revision or alteration of such an organization chart.

18.2 Program of Performance

Within twenty-eight (28) days after the date of notification of award of Contract, the Implementing Partner shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT Network and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Implementing Partner reasonably requires that the CESL shall have fulfilled its obligations under the Contract so as to enable the Implementing Partner to execute the Contract in accordance with the program and to achieve Completion and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Implementing Partner shall accord with the Time Schedule included in Appendix 4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Implementing Partner shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Project Manager.

18.3 Progress Report

The Contractor or Implementing Partner shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 (Program of Performance) above, and supply a progress report to the Project Manager every month.

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The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

18.4 **Progress of Performance**

If at any time the Implementing Partner's actual progress falls behind the program referred to in GCC Sub-Clause 18.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Implementing Partner shall, at the request of CESL or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under GCC Sub-Clause 40.1 (Extension of Time for Completion), or any ex-tended period as may otherwise be agreed upon between CESL and the Implementing Partner.

18.5 **Work Procedures**

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.

If agreed between CESL and the Implementing Partner, the Implementing Partner may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

18.6 **Maintenance of Records of Weekly Progress Review meeting at Site**

The Contractor shall be required to attend all weekly site progress review meetings organised by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools & plants deployed by the Contractor vis-a-vis agreed schedule), inputs to be provided by CESL, delays, if any and recovery program, specific hindrances to work and work instructions by CESL. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorised representative. These representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

19. **Subcontracting**

19.1 Appendix 5 (List of Approved Sub Implementing Partners) to the Contract Agreement specifies major items of supply or services and a list of approved Sub-Implementing Partners against each item, including vendors. Insofar as no Sub Implementing Partners are listed against any such item, the Implementing Partner shall prepare a list of Sub Implementing Partners for such item for inclusion in such list. The Implementing Partner may from time to time propose any addition to or deletion from any such list. The Implementing Partner shall submit any such list or any modification thereto to CESL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the CESL for any of the Sub Implementing Partners shall not relieve the Implementing Partner from any of its obligations, duties or responsibilities under the Contract.

19.2 The Implementing Partner shall select and employ its Sub Implementing Partners for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.

19.3 For items or parts of the Facilities not specified in Appendix 5 (List of Approved Sub Implementing

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Partners) to the Contract Agreement, the Implementing Partner may employ such Sub Implementing Partners as it may select, at its discretion.

20. **Design and Engineering**

20.1 **Specifications and Drawings**

20.1.1 The Implementing Partner shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Implementing Partner shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Implementing Partner by or on behalf of CESL.

20.1.2 The Implementing Partner shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the CESL, by giving a notice of such disclaimer to the Project Manager.

20.2 **Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by CESL and shall be treated in accordance with GCC Clause 39 (Changes Originating from Implementing Partner).

20.3 **Approval/Review of Technical Documents by Project Manager, where ever applicable**

20.3.1 The Implementing Partner shall prepare (or cause its Sub-Implementing Partners to prepare) and furnish to the Project Manager the documents listed in Appendix 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 18.2(Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Implementing Partner with its approval endorsed thereon or shall notify the Implementing Partner in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

20.3.4 If the Project Manager disapproves the document, the Implementing Partner shall modify the

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document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Implementing Partner shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Implementing Partner and their approval by the Project Manager shall be discussed and finalised with the Implementing Partner.

20.3.5 If any dispute or difference occurs between CESL and the Implementing Partner in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator) hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Implementing Partner shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Implementing Partner's view on the dispute and if CESL has not given notice under GCC Sub-Clause 6.1.2 hereof, then the Implementing Partner shall be reimbursed by CESL for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.

20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Implementing Partner, shall not relieve the Implementing Partner of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

20.3.7 The Implementing Partner shall not depart from any approved document unless the Implementing Partner has first submitted to the Project Manage ran amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 (Change in the Facilities) shall apply to such request.

21. **Procurement**

21.1 **Plant and Equipment**

Subject to GCC Sub-Clause 14.2, the Implementing Partner shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

21.2 **CESL-Supplied Plant, Equipment, and Materials**

If Appendix 6 (Scope of Works and Supply by the CESL) to the Contract Agreement provides that CESL shall furnish any specific items of machinery, equipment or materials to the Implementing Partner, the following provisions shall apply:

21.2.1 CESL shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Implementing Partner at the time specified in the program furnished by the Implementing Partner, pursuant to GCC Sub-Clause 18.2 (Program of Performance),unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Implementing Partner shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. CESL shall immediately remedy any

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shortage, defect or default, or the Implementing Partner shall, if practicable and possible, at the request of CESL, remedy such shortage, defect or default at CESL's cost and expense. After inspection, such item shall fall under the care, custody and control of the Implementing Partner.

The provision of this GCC Sub-Clause21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired here onwards.

21.2.3 CESL shall have no liability for any shortage, defect or default, for which implementing partner shall be liable. For any such shortage, defect or default whether under GCC Clause 27 (Defect Liability) or under any other provision of Contract, implementing partner shall be held liable.

21.3 **Transportation**

21.3.1 The Implementing Partner shall at its own risk and expense transport all the Plant and Equipment and the Implementing Partner's Equipment to the Site by the mode of transport that the Implementing Partner judges most suitable under all the circumstances.

Packing Material
The Contractor shall ensure that all the plant and equipment are suitably packed and protected to prevent damage or deterioration during its transportation to site, handling and storage at site till the time of its installation. The ownership of all such packing material (except empty shipper's containers on which the customs duty has been paid by the Contractor) shall stand transferred to the CESL upon dispatch of the plant and equipment and endorsement of dispatch documents in favour of CESL.

21.3.2 Unless otherwise provided in the Contract, the Implementing Partner shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Implementing Partner's Equipment.

21.3.3 Upon despatch of each shipment of the Plant and Equipment and the Implementing Partner's Equipment, the Implementing Partner shall notify CESL by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Implementing Partner's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Implementing Partner shall furnish CESL with relevant shipping documents to be agreed upon between the parties.

21.3.4 The Implementing Partner shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Implementing Partner's Equipment to the Site. CESL shall use its best endeavours in a timely and expeditious manner to assist the Implementing Partner in obtaining such approvals, if requested by the Implementing Partner. The Implementing Partner shall indemnify and hold harmless CESL from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Implementing Partner's Equipment to the Site.

21.4 **Customs Clearance**
The Implementing Partner shall, at its own expense, handle all imported Plant and Equipment and Implementing Partner's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to CESL's obligations under GCC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of CESL, CESL

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shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of CESL, the Implementing Partner shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 40.

22. **Installation**

22.1 **Setting Out/Supervision/Labour**

22.1.1 Bench Mark: The Implementing Partner shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of CESL.
If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Implementing Partner shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of CESL, the expense of rectifying the same shall be borne by CESL.

22.1.2 Implementing Partner's Supervision: The Implementing Partner shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Implementing Partner shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

22.1.3 Labour:

(a) The Implementing Partner shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Implementing Partner is encouraged to use local labor that has the necessary skills.

(b) Unless otherwise provided in the Contract, the Implementing Partner shall be responsible for the recruitment, transportation, accommodation and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

(c) The Implementing Partner shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located.

(d) The Implementing Partner shall at its own expense provide the means of repatriation to all of its and its SubImplementing Partner's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Implementing Partner defaults in providing such means of transportation and temporary maintenance, CESL may provide the same to such personnel and recover the cost of doing so from the Implementing Partner.

(e) The Implementing Partner shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Sub-Implementing Partners.

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(f) The Implementing Partner shall, in all dealings with its labor and the labor of its Sub-Implementing Partners currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

22.2 **Contractor,s Implementing Partner's Equipment**

22.2.1 All Contractors or Implementing Partners' Equipment brought by the Implementing Partner onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Implementing Partner shall not remove the same from the Site without the Project Manager's consent that such Implementing Partner's Equipment is no longer required for the execution of the Contract.

22.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Implementing Partner shall remove from the Site all Equipment brought by the Implementing Partner onto the Site and any surplus materials remaining thereon.

22.2.3 CESL will, if requested, use its best endeavours to assist the Implementing Partner in obtaining any local, state or national government permission required by the Implementing Partner for the export of the Implementing Partner's Equipment imported by the Implementing Partner for use in the execution of the Contract that is no longer required for the execution of the Contract.

22.3 **Site Regulations and Safety**

CESL and the Implementing Partner shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Implementing Partner shall prepare and submit to CESL, with a copy to the Project Manager, proposed Site regulations for CESL's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22.4 **Opportunities for Other Implementing Partners**

22.4.1 The Implementing Partner shall, upon written request from CESL or the Project Manager, give all reasonable opportunities for carrying out the work to any other Implementing Partners employed by CESL on or near the Site.

22.4.2 If the Implementing Partner, upon written request from CESL or the Project Manager, makes available to other Implementing Partners any roads or ways the maintenance for which the Implementing Partner is responsible, permits the use by such other Implementing Partners of the Implementing Partner's Equipment, or provides any other service of whatsoever nature for such other Implementing Partners, CESL shall fully compensate the Implementing Partner for any loss or damage caused or occasioned by such other Implementing Partners in respect of any such use or service, and shall pay to the Implementing Partner reasonable remuneration for the use of such equipment or the provision of such services.

22.4.3 The Implementing Partner shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other Implementing Partners. The Project Manager shall determine

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the resolution of any difference or conflict that may arise between the Implementing Partner and other Implementing Partners and the workers of CESL in regard to their work.

22.4.4 The Implementing Partner shall notify the Project Manager promptly of any defects in the other Implementing Partners' work that come to its notice, and that could affect the Implementing Partner's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Implementing Partner.

22.5 **Emergency Work**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Implementing Partner shall immediately carry out such work.

If the Implementing Partner is unable or unwilling to do such work immediately, CESL may do or cause such work to be done as CESL may determine is necessary in order to prevent damage to the Facilities. In such event CESL shall, as soon as practicable after the occurrence of any such emergency, notify the Implementing Partner in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by CESL is work that the Implementing Partner was liable to do at its own expense under the Contract, the reasonable costs incurred by CESL in connection therewith shall be paid by the Implementing Partner to CESL. Otherwise, the cost of such remedial work shall be borne by CESL.

22.6 **Site Clearance**

22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Implementing Partner shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Implementing Partner's Equipment no longer required for execution of the Contract.

22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Implementing Partner shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

Disposal of Scrap

The Contractor shall with the agreement of CESL promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap / waste / remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by CESL from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor. Harmful scrap shall be disposed as per environmental statuary or other guidelines at contractor or implementing partner own cost.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on

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the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of CESL.

However scrap generated in say replacement of pumps (i.e. old pumps as scrap) or any other scrap which is owned by CESL as per contract agreement, the same shall be disposed by CESL and CESL will get the payment. Contractor or Implementing Partner will co-ordinate with CESL and the agency picking up the scrap, for scrap disposal.

22.7 **Watching and Lighting**

The Implementing Partner shall provide and maintain at its own expense all lighting , fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

22.8 **Work at Night and on Holidays**

22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of CESL, except where work is necessary or required to ensure maintenance of public utility services or safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Implementing Partner shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.8.2 Notwithstanding GCC Sub-Clauses 22.8.1 or 22.1.3, if and when the Implementing Partner considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests CESL's consent thereto, CESL shall not unreasonably withhold such consent.

23. **Test and Inspection**

23.1 The Implementing Partner shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

23.2 CESL and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that CESL shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.3 Whenever the Implementing Partner is ready to carry out any such test and/or inspection, the Implementing Partner shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Implementing Partner shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable CESL and the Project Manager (or their designated representatives) to attend the test and/or inspection

23.4 The Implementing Partner shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If CESL or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Implementing Partner may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

23.5 The Project Manager may require the Implementing Partner to carry out any test and/or inspection

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not required by the Contract, provided that the Implementing Partner's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Implementing Partner's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

23.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Implementing Partner shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.

23.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with GCC Sub-Clause 6.1 (Adjudicator).

23.8 The Implementing Partner shall afford CESL and the Project Manager, at CESL's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Implementing Partner a reasonable prior notice.

23.9 The Implementing Partner agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by CESL or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Implementing Partner from any other responsibilities under the Contract.

23.10 No part of the Facilities or foundations shall be covered up on the Site without the Implementing Partner carrying out any test and/or inspection required under the Contract. The Implementing Partner shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/ or inspection and notice thereof shall be subject to the requirements of the Contract.

23.11 The Implementing Partner shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by CESL, and the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

24. **Completion of the Facilities**

24.1 As soon as the Facilities or any part thereof has, in the opinion of the Implementing Partner, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety o the Facilities, the Implementing Partner shall so notify CESL in writing.

24.2 Within seven (7) days after receipt of the notice from the Implementing Partner under GCC Sub-Clause 24.1, CESL shall supply the operating and maintenance personnel specified in Appendix 6 (Scope

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of Works and Supply by CESL) to the Contract Agreement, required for Pre commissioning of the Facilities or any part thereof.

Unless otherwise specified in the Technical Specifications, CESL shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Pre commissioning of the Facilities or any part thereof.

24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by CESL and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters, if so specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, have been provided by CESL in accordance with GCC Sub-Clause 24.2, the Implementing Partner shall commence Pre commissioning of the Facilities or the relevant part thereof in preparation for Commissioning.

24.4 As soon as all works in respect of Pre commissioning are completed and, in the opinion of the Implementing Partner, the Facilities or any part thereof is ready for Commissioning, the Implementing Partner shall commence Commissioning as per procedures stipulated in Technical Specifications, and as soon as Commissioning is satisfactorily completed, the Implementing Partner shall so notify the Project Manager in writing.

24.5 The Project Manager shall, within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Forms and Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's notice under GCC Sub-Clause 24.4, or notify the Implementing Partner in writing of any defects and/or deficiencies.

If the Project Manager notifies the Implementing Partner of any defects and/or deficiencies, the Implementing Partner shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub Clause 24.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Implementing Partner's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Implementing Partner's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Implementing Partner in writing of any defects and/or deficiencies within seven (7) days after receipt of the Implementing Partner's repeated notice, and the above procedure shall be repeated.

24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Implementing Partner of any defects and/or deficiencies within fourteen (14) days after receipt of the Implementing Partner's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Implementing Partner's repeated notice under GCC Sub-Clause 24.5, or if CESL makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Implementing Partner's notice or repeated notice, or as of CESL's use of the Facilities, as the case may be.

24.7 As soon as possible after Completion, the Implementing Partner shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which CESL will undertake such completion and deduct the costs thereof from any monies owing to the Implementing Partner.

24.8 Upon Completion, CESL shall be responsible for the care and custody of the Facilities or the relevant

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part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

25. **Commissioning, Guarantee Test and Operational Acceptance**

25.1 **Commissioning**

25.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Implementing Partner as per procedures detailed in the Technical Specifications.

CESL shall, unless otherwise specified in Appendix 6 (Scope of Works and Supply by the CESL)/ Technical Specifications, supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts ,facilities, services and other matters required for Commissioning of the Facilities.

25.2 **Guarantee Test (where ever applicable)**

25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Implementing Partner after Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Implementing Partner's and Project Manager's advisory personnel shall attend the Guarantee Test. CESL shall promptly provide the Implementing Partner with such information as the Implementing Partner may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

25.2.2 If for reasons not attributable to the Implementing Partner, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the SCC or any other period agreed upon by CESL and the Implementing Partner, the Implementing Partner shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.

25.3 **Operational Acceptance**

25.3.1 Subject to GCC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or

(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Implementing Partner within the period from the date of Completion specified in the SCC or any other agreed upon period as specified in GCC Sub-Clause 25.2.2 above, but successful Completion of the Facilities has been achieved; or

(C) the Implementing Partner has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and

(d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Implementing Partner may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to CESL in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

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25.3.3 The Project Manager shall, after consultation with CESL, and within forty five (45) days after receipt of the Implementing Partner's notice, issue an Operational Acceptance Certificate.

25.3.4 If within forty five (45) days after receipt of the Implementing Partner's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Implementing Partner in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Implementing Partner's said notice.

25.4 **Partial Acceptance**

25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Implementing Partner shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

F. Guarantees and Liabilities

26. **Completion Time Guarantee**

26.1 The Implementing Partner guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Implementing Partner shall be entitled under GCC Clause 40 (Extension of Time for Completion) hereof.

26.2 If the Implementing Partner fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion), the Implementing Partner shall pay to CESL liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, CESL may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Implementing Partner's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40 (Extension of Time for Completion). The Implementing Partner shall have no further liability whatsoever to CESL in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Implementing Partner from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Implementing Partner under the Contract.

Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Implementing Partner to attain any milestone or other act, matter or thing by any date specified in Appendix 4 (Time Schedule) to the Contract Agreement and/or other program of work prepared pursuant to GCC Clause 18 (Program of Performance) shall not render the Implementing Partner liable for any loss or damage thereby suffered by CESL.

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27. **Defect Liability**

27.1 The Implementing Partner warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

27.2 The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities (or any part thereof) or twelve (12) months from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Implementing Partner, the Implementing Partner shall promptly, in consultation and agreement with CESL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Implementing Partner shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Implementing Partner shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Facilities by CESL

(b) operation of the Facilities outside specifications provided in the Contract.

(c) Normal wear and tear.

27.3 The Implementing Partner's obligations under this GCC Clause 27 shall not apply to

(a) any materials that are supplied by CESL under GCC Sub- Clause 21.2 (CESL-Supplied Plant, Equipment and Materials), are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein.

(b) any designs, specifications or other data designed, supplied or specified by or on behalf of CESL or any matters for which the Implementing Partner has disclaimed responsibility herein.

(c) any other materials supplied or any other work executed by or on behalf of the CESL, except for the work executed by CESL under GCC Sub-Clause 27.7.

27.4 CESL shall give the Implementing Partner a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. CESL shall afford all reasonable opportunity for the Implementing Partner to inspect any such defect.

27.5 CESL shall afford the Implementing Partner all necessary access to the Facilities and the Site to enable the Implementing Partner to perform its obligations under this GCC Clause 27.
The Implementing Partner may, with the consent of CESL, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, CESL may give to the Implementing Partner a notice requiring that tests of the defective part of the Facilities shall be made by the Implementing Partner immediately upon

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completion of such remedial work, whereupon the Implementing Partner shall carry out such tests.

If such part fails the tests, the Implementing Partner shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by CESL and the Implementing Partner for the original equipment/part of the Facilities.

27.7 If the Implementing Partner fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), CESL may, following notice to the Implementing Partner, proceed to do such work, and the reasonable costs incurred by CESL in connection therewith shall be paid to CESL by the Implementing Partner or may be deducted by CESL from any monies due to the Implementing Partner or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by CESL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/ repair of the Facilities or any part thereof.

27.9 Except as provided in GCC Clauses 27 and 33 (Loss of or Damage to Property / Accident or Injury to Workers/Indemnification), the Implementing Partner shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or anypart thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence ,fraud, criminal or wilful action of the Implementing Partner.

27.10 In addition, the Implementing Partner shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2.

28. **Functional Guarantees**

28.1 The Implementing Partner guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Implementing Partner, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Implementing Partner shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Implementing Partner shall notify CESL upon completion of the necessary changes, modifications and/or additions, and shall seek CESL's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, CESL may at its option, either

(a) Reject the Equipment and recover the payments already made, or

(b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or

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(c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix-8(Functional Guarantees) to the Contract Agreement.

28.3 In case CESL exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Implementing Partner's guarantees under GCC Sub-Clause 28.2, and the Implementing Partner shall have no further liability whatsoever to CESL in respect thereof. Upon the payment of such liquidated damages by the Implementing Partner, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

29. **Patent Indemnity**

29.1 The Implementing Partner shall, subject to the CESL's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which CESL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Implementing Partner or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Implementing Partner, pursuant to the Contract Agreement.

29.2 If any proceedings are brought or any claim is made against CESL arising out of the matters referred to in GCC Sub-Clause 29.1, CESL shall promptly give the Implementing Partner a notice thereof, and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its ownbehalf. Unless the Implementing Partner has so failed to notify CESL withint he twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim ,and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

29.3CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Implementing Partner may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of CESL.

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30. **Limitation of Liability**

30.1 Except in cases of criminal negligence or wilful misconduct,

(a) the Implementing Partner shall not be liable to the CESL, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or
interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to CESL and

(b) the aggregate liability of the Implementing Partner to CESL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify CESL with respect to patent infringement or as specified in SCC.

G. Risk Distribution

31. **Transfer of Ownership**

31.1Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to CESL when the Plant and Equipment are reached at site.

31.2Ownership of the Implementing Partner's Equipment used by the Implementing Partner and its Sub Implementing Partners in connection with the Contract shall remain with the Implementing Partner or its Sub Implementing Partners.

31.3Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Implementing Partner upon Completion of the Facilities or at such earlier time when CESL and the Implementing Partner agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of CESL whether or not incorporated in the Facilities.

31.4 Disposal of surplus material

Ownership of any Plant and Equipment in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities and Guarantee Test or at such earlier time when CESL and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of CESL whether or not incorporated in the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Customs, Excise etc.), if required by law, in respect of re-export or disposal of the surplus material locally. The liability for the payment of the applicable taxes/ duties, if any, on the surplus material so re-exported and/or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep CESL harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal / disposal of surplus material. The Indemnity Bond shall be furnished by contractor as per proforma enclosed in Section-VII (Forms and Procedure) as Form No. 14. Further, in case the laws require CESL to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same

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shall be obtained by the Contractor on behalf of CESL.

Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk, of loss or damage thereto shall remain with the Implementing Partner pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.

31.5 In case of two/three Contracts entered into between CESL and the Implementing Partner as per GCC Sub-Clause 3.6 or where CESL hands over his equipment to the Implementing Partner for executing the Contract, then the Implementing Partner shall at the time of taking delivery of the Equipment through Bill of Lading or other despatch documents furnish Trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of CESL in the form acceptable to CESL for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. Proforma for the Trust Receipt and Indemnity bond. TheCESL shall also issue a separate Authorisation Letter to the Implementing Partnerto enable him to take physical delivery of plant, equipment and materials from CESL.

32 Care of Facilities

32.1 The Implementing Partner shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Implementing Partner shall also be responsible for any loss or damage to the Facilities caused by the Implementing Partner or its Sub Implementing Partners in the course of any work carried out, pursuant to GCC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Implementing Partner shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.

32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Implementing Partner's temporary facilities by reason of

(a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Implementing Partner could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 (Insurance) hereof.

(b) any use or occupation by CESL or any third party (other than a Sub Implementing Partner) authorized by CESL of any part of the Facilities.

(c) Any use of or reliance upon any design, data or specification provided or designated by or on behalf of CESL, or any such matter for which the Implementing Partner has disclaimed responsibility herein,

CESL shall pay to the Implementing Partner all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Implementing Partner the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If CESL requests the Implementing Partner in writing to make good any loss or damage to the Facilities thereby

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occasioned, the Implementing Partner shall make good the same at the cost of CESL in accordance with GCC Clause 39 (Change in the Facilities). If the CESL does not request the Implementing Partner in writing to make good any loss or damage to the Facilities thereby occasioned, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities),excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, CESL shall terminate the Contract pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience) hereof ,except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as at the date of termination.

32.3 The Implementing Partner shall be liable for any loss of or damage to any Implementing Partner's Equipment, or any other property of the Implementing Partner used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 (with respect to the Implementing Partner's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2(b) and (c) and 38.1.

32.3 With respect to any loss or damage caused to the Facilities or any part thereof or to the Implementing Partner's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause38.3 shall apply.

33 Loss of or Damage to Property; Accident or Injury to workers; Indemnification

33.1 Subject to GCC Sub - Clause 33.3, the Implementing Partner shall indemnify and hold harmless CESL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature ,including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Implementing Partner or its Sub-Implementing Partners, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of CESL, its Implementing Partners, employees, officers or agents.

33.2 If any proceedings are brought or any claim is made against CESL that might subject the Implementing Partner to liability under GCC Sub-Clause33.1, CESL shall promptly give the Implementing Partner a notice thereof and the Implementing Partner may at its own expense and in CESL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Implementing Partner fails to notify CESL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CESL shall be free to conduct the same on its own behalf. Unless the Implementing Partner has so failed to notify CESL within the twenty-eight (28) day period, CESL shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

CESL shall, at the Implementing Partner's request, afford all available assistance to the Implementing Partner in conducting such proceedings or claim, and shall be reimbursed by the Implementing Partner for all reasonable expenses incurred in so doing.

33.3 CESL shall indemnify and hold harmless the Implementing Partner and its employees, officers and Sub-Implementing Partners from any liability for loss of or damage to property of the CESL, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Implementing Partner.

33.4 The party entitled to the benefit of an indemnity under this GCC Clause33 shall take all reasonable

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measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

34 Insurance

34.1 To the extent specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, the Implementing Partner shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the CESL, who should not Unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Implementing Partner's or Sub Implementing Partner's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor)and to the Implementing Partner's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Implementing Partner's liability in respect of any loss or damage occurring during the Defect Liability Period while the Implementing Partner is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including CESL's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Implementing Partner or its Sub Implementing Partners (whether or not owned by them) in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) CESL's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(g) Other Insurances

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said Appendix 3.

34.2 CESL shall be named as co-insured under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and CESL's Liability Insurances, and the Implementing Partner's Sub Implementing Partners shall be named as co-insured's under all insurance policies taken out by the Implementing Partner pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and CESL's Liability Insurances. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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34.3 The Implementing Partner shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to CESL certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to CESL by insurers prior to cancellation or material modification of a policy.

34.4 The Implementing Partner shall ensure that, where applicable, its Sub Implementing Partner(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub Implementing Partners are covered by the policies taken out by the Implementing Partner.

34.5 CESL shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement.

34.6 If the Implementing Partner fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, CESL may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Implementing Partner under the Contract any premium that CESL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Implementing Partner. If CESL fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Implementing Partner may take out and maintain in effect any such insurances and may from time to time deduct from any amount due CESL under the Contract any premium that the Implementing Partner shall have paid to the insurer, or may otherwise recover such amount as a debt due from CESL. If the Implementing Partner fails to or is unable to take out and maintain in effect any such insurances, the Implementing Partner shall nevertheless have no liability or responsibility towards CESL, and the Implementing Partner shall have full recourse against CESL for any and all liabilities of CESL herein.

34.7 Unless otherwise provided in the Contract, the Implementing Partner shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Implementing Partner as per the procedure outlined in GCC Sub- Clause 34.8 below. CESL shall give to the Implementing Partner all such reasonable assistance as may be required by the Implementing Partner. With respect to insurance claims in which CESL's interest is involved, the Implementing Partner shall not give any release or make any compromise with the insurer without the prior written consent of CESL. With respect to insurance claims in which the Implementing Partner's interest is involved, CESL shall not give any release or make any compromise with the insurer without the prior written consent of the Implementing Partner.

34.8 (i) wherever total damages/loss of equipment/material, would occur, the Implementing Partner will be entitled to payment of all payments received from the underwriters except the following amounts:

(a) The amount paid to the Implementing Partner under the Contract in respect of equipment/material damaged/lost (excluding the pro-rata initial advance) but including the entire amount of escalation, if any, already paid to the Con-tractor.

(b) Custom Duties and other taxes and duties which have already been paid by CESL.

In the event the claim money settled, is less than the total of the amount in a & b above, then the entire claim money settled will be retained by CESL and the Implementing Partner will forth-with pay CESL the short fall amount between the claim money and the total of amounts as per a & b mentioned above. Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.

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(II) In case of damage to any equipment/material during any stage, the Implementing Partner upon rectification of the damaged equipment to the satisfaction of the CESL shall be paid to the extent of full claims settled by the underwriters.

35 Unforeseen Conditions

35.1 If, during the execution of the Contract, the Implementing Partner shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced Implementing Partner on the basis of reasonable examination of the data relating to the Facilities(including any data as to boring tests) provided by CESL, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Implementing Partner determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Implementing Partner shall promptly, and before performing additional work or using additional Plant and Equipment or Implementing Partner's Equipment, notify the Project Manager in writing of

a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen.

b) the additional work and/or Plant and Equipment and/or Implementing Partner's Equipment required, including the steps which the Implementing Partner will or proposes to take to overcome such conditions or obstructions.

c) the extent of the anticipated delay.

d) the additional cost and expense that the Implementing Partner is likely to incur.

On receiving any notice from the Implementing Partner under this GCC Sub-Clause35.1, the Project Manager shall promptly consult with CESL and Implementing Partner and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Implementing Partner, with a copy to CESL, of the actions to be taken.

35.2 Any reasonable additional cost and expense incurred by the Implementing Partner in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the CESL to the Implementing Partner as an addition to the Contract Price.

35.3 If the Implementing Partner is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

36 Change in Laws and Regulations

36.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance ,order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Implementing Partner and/or the Time for Completion ,the Contract Price shall be correspondingly increased or decreased ,and/or the Time for Completion shall be reasonably adjusted to the extent that the Implementing Partner has

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thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between CESL and the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable). These adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/Assignee of Foreign Implementing Partner and shall also not be applicable on bought out items despatched directly from sub-vendor works to site. Further, no adjustment of the Contract Price and/or payment or reimbursement of taxes, duties or levies shall be made on account of variation in or withdrawal of Deemed Export benefits. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix 2 to the Contract Agreement.

37 Force Majure

37.1 "Force Majeure" shall mean any event beyond the reasonable control of CESL or of the Implementing Partner, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

37.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed .The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).

37.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.

37.5 No delay or non performance by either party hereto caused by the occurrence of any event of Force Majeure shall

a) constitute a default or breach of the Contract

b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby

If and to the extent that such delay or non performance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.

37.7 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the CESL to make payments to the Implementing Partner herein.

38 War Risks

38.1 "War Risks" shall mean any of the following events occurring or existing in or near the country (or

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countries) where the Site is located:

a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war

b) rebellion , revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and

c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

38.2 Notwithstanding anything contained in the Contract, the Implementing Partner shall have no liability whatsoever for or with respect to

a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof

b) destruction of or damage to property of CESL or any third party

c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and CESL shall indemnify and hold the Implementing Partner harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3 If the Facilities or any Plant and Equipment or Implementing Partner's Equipment or any other property of the Implementing Partner used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, CESL shall pay the Implementing Partner for

a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by CESL)

b) replacing or making good any Implementing Partner's Equipment or other property of the Implementing Partner so destroyed or damaged so far as may be required by CESL, and as may be necessary for completion of the Facilities,

c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

If CESL does not require the Implementing Partner to replace or make good any such destruction or damage to the Facilities, CESL shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

38.4 Notwithstanding anything contained in the Contract, CESL shall pay the Implementing Partner for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Implementing Partner shall as soon as practicable notify CESL in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Implementing Partner, the Implementing Partner shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Sub Implementing Partners' personnel engaged in the work on the Facilities, provided,

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however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC Clause 6.

38.6 In the event of termination pursuant to GCC Sub-Clauses 38.3, the rights and obligations of CESL and the Implementing Partner shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3, except that the Implementing Partner shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 42.1.3 in respect of any unexecuted Facilities as of the date of termination.

H. Change in Contract Element

39.1 **Changes in the Facilities**

39.1.1 CESL shall have the right to propose, and subsequently require, that the Project Manager order the Implementing Partner from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract .

39.1.2 The Implementing Partner may from time to time during its performance of the Contract propose to CESL (with a copy to the Project Manager) any Change that the Implementing Partner considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. CESL may at its discretion approve or reject any Change proposed by the Implementing Partner.

39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Implementing Partner in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3.

39.2 **Changes Originating from CESL**
If CESL proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Implementing Partner a "Request for Change Proposal," requiring the Implementing Partner to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

a) brief description of the Change
b) effect on the Time for Completion
c) estimated cost of the Change
d) effect on Functional Guarantees (if any)
e) effect on any other provisions of the Contract.

39.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

39.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Implementing Partner under this GCC Clause 39 would be to increase or decrease the Contract Price

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as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen (15) percent, the Implementing Partner may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If CESL accepts the Implementing Partner's objection, CESL and the Implementing Partner shall agree on specific rates for valuation of the change.

39.2.4 Upon receipt of the Change Proposal, CESL and the Implementing Partner shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of 15% set forth in Clause 39.2.3 has been exceeded. Within fourteen (14) days after such agreement, CESL shall, if it intends to proceed with the Change, issue the Implementing Partner with a Change Order.

If CESL is unable to reach a decision within fourteen (14) days, it shall notify the Implementing Partner with details of when the Implementing Partner can expect a decision.

If CESL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Implementing Partner accordingly.

39.2.5 If CESL and the Implementing Partner cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, CESL may nevertheless instruct the Implementing Partner to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Implementing Partner shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

39.3 **Changes Originating from Implementing Partner**

39.3.1 If the Implementing Partner proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Implementing Partner shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.4 and 39.2.5

40. Extension of Time for Completion

40.1 The Time(s) for Completion specified in the SCC shall be extended if the Implementing Partner is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

a) any Change in the Facilities as provided in GCC Clause 39 (Change in the Facilities)

b) any occurrence of Force Majeure as provided in GCC Clause 37 (Force Majeure), unforeseen conditions as provided in GCC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2

c) any suspension order given by CESL under GCC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or

d) any changes in laws and regulations as provided in GCC Clause 36 (Change in Laws and

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Regulations) or

e) any default or breach of the Contract by CESL, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by CESL) to the Contract Agreement, or any activity, act or omission of any other Implementing Partners employed by CESL or

f) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Implementing Partner.

40.2 Except where otherwise specifically provided in the Contract, the Implementing Partner shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, CESL and the Implementing Partner shall agree upon the period of such extension. In the event that the Implementing Partner does not accept CESL's estimate of a fair and reasonable time extension, the Implementing Partner shall be entitled to refer the matter to the Adjudicator, pursuant to GCC Sub-Clause 6.1 (Adjudicator).

40.3 The Implementing Partner shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

41. Suspension

41.1 CESL/ Project Manager may, by notice to the Implementing Partner, order the Implementing Partner to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Implementing Partner shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ CESL.

If, by virtue of a suspension order given by the Project Manager/CESL other than by reason of the Implementing Partner's default or breach of the Contract, the Implementing Partner's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Implementing Partner may give a notice to the Project Manager requiring that CESL shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.

If CESL fails to do so within such period, the Implementing Partner may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for CESL's Convenience).

41.2 If

a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL

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that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice or

b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities; then the Implementing Partner may by fourteen (14) days' notice to CESL suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.3 If the Implementing Partner's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Implementing Partner as a result of such suspension or reduction shall be paid by CESL to the Implementing Partner in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Implementing Partner's default or breach of the Contract.

41.4 During the period of suspension, the Implementing Partner shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Implementing Partner's Equipment, without the prior written consent of CESL.

42. Termination

42.1 **Termination for CESL's Convenience**

42.1.1 CESL may at any time terminate the Contract for any reason by giving the Implementing Partner a notice of termination that refers to this GCC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Implementing Partner shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii) below

(c) remove all Implementing Partner's Equipment from the Site, repatriate the Implementing Partner's and its Sub Implementing Partners' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.

(d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause 42.1.3, shall

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(i) Deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination

(ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners

(iii) deliver to CESL all non-proprietary drawings, specifications and other documents prepared by the Implementing Partner or its SubImplementing Partners as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, CESL shall pay to the Implementing Partner the following amounts:

(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Implementing Partner as of the date of termination
(b) the costs reasonably incurred by the Implementing Partner in the removal of the Implementing Partner's Equipment from the Site and in the repatriation of the Implementing Partner's and its SubImplementing Partners' personnel.

(c) any amounts to be paid by the Implementing Partner to its SubImplementing Partners in connection with the termination of any subcontracts, including any cancellation charges.

(d) costs incurred by the Implementing Partner in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2

(e) the cost of satisfying all other obligations, commitments and claims that the Implementing Partner may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

42.2 **Termination for Contractor or Implementing Partner's Default**

42.2.1 CESL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Implementing Partner, referring to this GCC Sub-Clause 42.2:

(a) if the Implementing Partner becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Implementing Partner is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Implementing Partner takes or suffers any other analogous action in consequence of debt.

(b) if the Implementing Partner assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43 (Assignment).

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(c) if the Implementing Partner, in the judgement of CESL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of CESL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive CESL of the benefits of free and open competition.

42.2.2 If the Implementing Partner

(a) has abandoned or repudiated the Contract
(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from CESL to proceed
(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
(d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 18 (Program of Performance) at rates of progress that give reasonable assurance to CESL that the Implementing Partner can attain Completion of the Facilities by the Time for Completion as extended then CESL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Implementing Partner stating the nature of the default and requiring the Implementing Partner to remedy the same. If the Implementing Partner fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then CESL may terminate the Contract forthwith by giving a notice of termination to the Implementing Partner that refers to this GCC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Implementing Partner shall, either immediately or upon such date as is specified in the notice of termination,

cease all further work, except for such work as CESL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(a) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d) below
(b) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination.
(c) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Works. and to the Plant and Equipment as at the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its SubImplementing Partners.
(d) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its SubImplementing Partners as at the date of termination in connection with the

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Facilities.

42.2.4 CESL may enter upon the Site, expel the Implementing Partner, and complete the Facilities itself or by employing any third party. CESL may, to the exclusion of any right of the Implementing Partner over the same, take over and use with the payment of a fair rental rate to the Implementing Partner, with all the maintenance costs to the account of CESL and with an indemnification by CESL for all liability including damage or injury to persons arising out of CESL's use of such equipment, any Implementing Partner's Equipment owned by the Implementing Partner and on the Site in connection with the Facilities for such reasonable period as CESL considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as CESL thinks appropriate, CESL shall give notice to the Implementing Partner that such Implementing Partner's Equipment will be returned to the Implementing Partner at or near the Site and shall return such Implementing Partner's Equipment to the Implementing Partner in accordance with such notice. The Implementing Partner shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC Sub-Clause 42.2.6, the Implementing Partner shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due to CESL from the Implementing Partner accruing prior to the date of termination shall be deducted from the amount to be paid to the Implementing Partner under this Contract.

42.2.6 If CESL completes the Facilities, the cost of completing the Facilities by CESL shall be determined.

If the sum that the Implementing Partner is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by CESL in completing the Facilities, exceeds the Contract Price, the Implementing Partner shall be liable for such excess.

If such excess is greater than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, the Implementing Partner shall pay the balance to CESL, and if such excess is less than the sums due to the Implementing Partner under GCC Sub-Clause 42.2.5, CESL shall pay the balance to the Implementing Partner.

CESL and the Implementing Partner shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

42.3 **Termination by Contractor or Implementing Partner**

42.3.1 If

(a) CESL has failed to pay the Implementing Partner any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Implementing Partner may give a notice to CESL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires CESL to remedy the same, as the case may be. If CESL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Implementing Partner's notice, or

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(b) the Implementing Partner is unable to carry out any of its obligations under the Contract for any reason attributable to CESL, including but not limited to CESL's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which CESL is required to obtain as per provision of the Contract or as per relevant applicable laws of the country,

then the Implementing Partner may give a notice to CESL thereof, and if CESL has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Implementing Partner is still unable to carry out any of its obligations under the Contract for any reason attributable to CESL within twenty-eight (28) days of the said notice, the Implementing Partner may by a further notice to CESL referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Implementing Partner may terminate the Contract forthwith by giving a notice to CESL to that effect, referring to this GCC Sub-Clause 42.3.2, if CESL becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if CESL takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Implementing Partner shall immediately

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to CESL pursuant to paragraph (d)(ii)

(c) remove all Implementing Partner's Equipment from the Site and repatriate the Implementing Partner's and its Sub Implementing Partner's personnel from the Site

(d) In addition, the Implementing Partner, subject to the payment specified in GCC Sub-Clause

42.3.4, shall

(i) deliver to CESL the parts of the Facilities executed by the Implementing Partner up to the date of termination

(ii) to the extent legally possible, assign to CESL all right, title and benefit of the Implementing Partner to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by CESL, in any subcontracts concluded between the Implementing Partner and its Sub Implementing Partners

(iii) deliver to CESL all drawings, specifications and other documents prepared by the Implementing Partner or its Sub Implementing Partners as of the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or42.3.2, CESL shall pay to the Implementing Partner all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss or damage sustained by the Implementing Partner arising out of, in connection with or in consequence of such termination.

42.3.5 Termination by the Implementing Partner pursuant to this GCC Sub-Clause 42.3 is without prejudice

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to any other rights or remedies of the Implementing Partner that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.

42.4 In this GCC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase by the Implementing Partner and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

42.5 In this GCC Clause 42, in calculating any monies due from CESL to the Implementing Partner, account shall be taken of any sum previously paid by CESL to the Implementing Partner under the Contract, including any advance payment paid pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement.

43. Assignment

43.1 The Implementing Partner shall not, without the express prior written consent of CESL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Implementing Partner shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

44. Bankruptcy

If the Contractor shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation
/ reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner ill be at liberty :

to terminate the contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the contract may become vested & to act in the manner provided in GCC clause 42 entitled "Termination" as though the last mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the contractor's hands.

to give such liquidator, receiver or other person, the option of carrying out the contract subject to his providing a guarantee, for the due and faithful performance of the contract up to an amount to be determined by the Owner.

45. Contractor Performance & Feedback and Evaluation System

CESL has in place an established 'Contractor Performance & Feedback System' against which the contractors performance during the execution of contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the contractor is found unsatisfactory on any of the following four parameters, the contractor shall be considered ineligible for participating in future tenders for a period as may be decided by CESL.
Financial Status
Project Execution & Project Management Capability
Engineering & QA Capability
Claims & Disputes.

46. Fraud Prevention Policy

The contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EESL displayed on its tender website

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The Contractor along with their associate/collaborator/sub-contractors/sub-vendors/ consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise CESL about any fraud or suspected fraud as soon as it comes to their notice.

47. Fall Clause

This clause shall be applicable only if explicitly invoked in Section-4 (SCC). Nevertheless, Fall Clause shall be expressly applicable in case of Rate Contract:

1) The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including the CESL or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

2) The above stipulation shall, however, not apply to:

   (a) Exports by the contractor
   (b) Sale of Goods as original equipment at prices lower than the prices charged for normal replacement
   (c) Sale of perishable Goods having a limited shelf life, such as drugs that have expiry dates

3) the contractor shall furnish the following certificate to the concerned Accounts Officer with each bill for payment of supplies made against the contract.

* We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to the Procuring Entity under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract except for the quantity of Goods categories under (a), (b) and (c) of sub-clause (2) above, details of which are as follows:-"

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ENERGY EFFICIENCY SERVICES LIMITED
A JV of PSUs under the Ministry of Power

SECTION- 4

Request for Proposal (RfP)

For

Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on

Gross Cost Contracting (GCC)

under

PM-eBus Sewa (Tender 3)

April 2026

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SECTION-4

(Note: The terms and conditions stipulated herein that is section-4 will supersede any contradictory/similar/overlapping terms and conditions in any other section/part of tender)

Name of Work: -: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3).

NIT/Bid Document No.: CESL/06/2026-27/PM-eBusSewa3/262704003 **Dated** 22.04.2026

This Section 4 of Request for Proposal (RfP) comprises of three volumes:

- Instructions to Bidders (Volume 1)
- Concession Agreement (Volume 2)
- Technical Specifications (Volume 3)

The Bidder is expected to examine all Instructions to Bidders, Concession Agreement and Technical Specifications in the RfP Document and to furnish with its Proposal all information or documentation as is required by the RfP Document.

The bidding documents including this RfP Document and all attached documents are and shall remain the property of Convergence Energy Services Limited (CESL) and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. CESL will not return any Proposal, or any information provided along therewith.

The statements and explanations contained in this RfP are intended to provide an understanding to the Bidders about the subject matter of this RfP and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Selected Bidder to be set forth in the Concession Agreement or the Authority, the Authority's right to amend, alter, change, supplement or clarify the scope of service and work, the Concession Agreement to be awarded pursuant to the RfP Document including the terms thereof, and this RfP including terms herein contained.

Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RfP are to be noted, interpreted, and applied appropriately to give effect to this intent and no claim on that account shall be entertained by either CESL or the Authority.

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DISCLAIMER

1. This Request for Proposal (RfP) document is not an agreement or offer by CESL to the prospective Bidders or to any other party. The purpose of this RfP document is to provide interested parties with information to assist the formulation of their Bid. The RfP document is based on material and information available in public domain.
2. This RfP, is not transferable and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). If the recipient does not continue with its involvement in the Project in accordance with this RfP, this RfP must be kept confidential.
3. While this RfP has been prepared in good faith, neither CESL nor its employees or advisors/consultants make any representation or warranty expressed or implied as to the accuracy, reliability or completeness of the information contained in this RfP. The Bidders shall satisfy themselves, on receipt of the RfP document, that the RfP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RfP document on or before the date & time mentioned in this RfP, it shall be considered that the issued document, complete in all respects, has been received by the Bidders.
4. This RfP document includes statements, which reflect various assumptions arrived at by CESL to give a reflection of current status in the RfP. These assumptions should not be entirely relied upon by Bidders in making their own assessments. This RfP document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for CESL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP document. Certain Bidders may have a better knowledge of the Project than the others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and obtain independent advice from appropriate sources.
5. Neither CESL, its employees nor its consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Project, the information supplied by or on behalf of CESL or its employees, any consultants or otherwise arising in any way from the qualification process for the said Project.
6. By participating in the bidding process, each of the Bidder shall have acknowledged and accepted that it has not been induced to enter into such agreement by any representation or warranty, expressed or implied, or relied upon any such representation or warranty by or on behalf of CESL or any person working in the bidding process.
7. CESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this RfP document. Such updates, amendments, or supplements, if any, will however be circulated to the Bidders within reasonable time prior to the last date for submission of Bid.
8. Each Bidder unconditionally agrees, understands, and accepts that the CESL reserves the rights to accept or reject any or all Bids without giving any reason. Neither CESL nor its advisers shall entertain any claim of any nature, whatsoever, including without limitations, any claim seeking expenses in relation to the preparation of Bids.
9. This RfP may be withdrawn or cancelled by the CESL at any time without assigning any reasons thereof. CESL further reserves the right, at its complete discretion to reject any or all the Bids without assigning any reasons whatsoever.

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Volume 1 – Instructions to Bidders

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1. DEFINITIONS

1.1 **"Associate/ Parent"** means a Company that either directly or indirectly controls or is controlled or is under common Control (sister concern) with a Bidder and hereinafter is referred to as Associate or Parent, as the case maybe.

1.2 **"Applicable Laws"** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time and a list of such laws is placed at Annexure D

1.3 **"Authority"** shall mean public transport corporations/ state transit authority/ state transport undertakings and/ or any entity owned by the government (central/ state/ municipal) which is engaged in public transport services and is a party to the Concession Agreement.

1.4 **"Bidder(s)"** shall mean individual entity or a Consortium of entities, as the case maybe, bidding in response to this RfP.

1.5 **"Bid Due Date"** means the last date by which the Bidder(s) can submit their bid in response to this RfP along with all other relevant documents to CESL as per the timeline defined in Clause 21.3 of RfP Volume 1**.**

1.6 **"Control"** means the following**:**

a. The ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/Holding companies), of at least 51% of the voting shares/ shareholding of the firm in question, OR
b. The right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

1.7 **"Electric Bus/ e-Buses/ Buses"** means a bus complying with Standards and Specifications as detailed in Volume 3 "Technical Specifications of e-buses".

1.8 "**Eligible Projects**" shall mean Infrastructure Projects defined according to Department of Economic Affair (GoI) vide **F. No. 13/6/2009-INF dated 7, October 2013** "*Harmonised Master List of Infrastructure Sub-Sectors*" notified by Ministry of Finance, and as amended from time to time. Additionally, for the purpose of this RfP, **Eligible Projects** will also include commercial vehicle (minimum 4-wheels) operations.

1.9 **"Gross Cost Contract"** means a contract whereby the procuring Authority retains the right to receipt of passenger revenue and therefore carries the financial risk while the Operator is responsible for providing the service and bears the cost risk of the Buses & related infrastructure. Furthermore, under a Gross Cost Contract the procuring Authority pays the Operator for its services, a specified rate which is discovered through a competitive bidding process and these services are provided for a specified period as per the terms of the Agreement.

1.10 **"OEM"** means Original Equipment Manufacturer of Buses which is a registered bus manufacturer in India under applicable laws.

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1.11 **"Project Implementing Entity or Special Purpose Vehicle or SPV"** means an entity which is incorporated by the Selected Bidder(s) for executing the Agreement and implementing the Project.

1.12 **"Selected Bidder(s)"** means a bidder that is issued Letter of Confirmation of Quantity (**"LoCQ"**) by CESL for its respective States/UTs as per the provisions of Clause 12 of RfP Volume 1.

2. BACKGROUND

India is at the cusp of an e-mobility revolution. The Government of India (GoI) is moving towards accelerated adoption of EVs to cut down its fuel import bills, carbon emissions and air pollution. It has announced a target to reach 30% EV adoption by 2030.

Government of India aims to augment public sector bus fleet with a view to strengthening, modernizing, and greening public transport in India. An increase in the number of Electric buses on Indian roads will help to enhance economic development commuter mobility, local production, reduce air pollution, climate change and increase in employment. Crucially, changing to Electric Buses will reduce fossil fuel import bills. For this, Government of India has approved the PM-eBus Sewa scheme on 16th August 2023. The scheme aims to augment urban bus operations with central assistance of 20,000 crore for deploying 10,000 electric buses - underscoring India's commitment to fostering sustainable transport solutions to achieve our decarbonization ambitions. The scheme shall also provide 10 years of operational support for buses besides associated bus infrastructure development and Green Urban Mobility initiatives. The administrative Ministry for this scheme is Ministry of Housing and Urban Affairs (MoHUA). This Bid document is being issued under the guidelines for PM-eBus Sewa, notified by MoHUA, and the guidelines can be accessed at the link: https://mohua.gov.in/upload/uploadfiles/files/PM-eBus-Sewa-Guidelines-Part-I.pdf

The Union Cabinet, on September 11, 2024, approved the "PM-eBus Sewa-Payment Security Mechanism (PSM) scheme" for procurement and operation of e-buses by Public Transport Authorities (PTAs). The announcement can be accessed using the below link:
https://pib.gov.in/PressReleaseIframePage.aspx?PRID=2053958

The PM-eBus Sewa-Payment Security Mechanism (PSM) will be applicable for the e-Buses deployed under the PM-eBus Sewa Scheme. The scheme will ensure the timely payments to OEMs/operators through a dedicated Payment Security Mechanism Fund. In case of default of payments by PTAs, the implementing agency, shall make necessary payments from this Fund (on the request of the OEM/ Operator) which will be later recouped by the PTAs/State/UTs.

MoHUA has aggregated the demand from the cities shortlisted under this scheme. Tenders under Phase – I and II were concluded. Details may be accessed from https://pm-ebus-sewa.mohua.gov.in/. Under Phase III of the tender, now a demand for 3,604 e-buses was consolidated from 17 States / UTs for PM-eBus Sewa (Tender 3). Details of demand received from the participating States/ UTs is as under:

Package1: This package contains the demand for 9m and 12m Buses.

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S.No	State/ UT	Lot No	12m AC		9m AC	Total
			SF	LF	SF	
1	Rajasthan	Lot-1			307	307
2	Telangana	Lot-2	151			151
3	Gujarat	Lot-3			220	220
4	Madhya Pradesh	Lot-4			390	390
5	Andhra Pradesh	Lot-5			300	300
6	Chandigarh	Lot-6		158	170	328
7	Karnataka	Lot-7	390	265	95	750
8	Punjab	Lot-8	66		381	447
9	Goa	Lot-9			50	50
10	Arunachal Pradesh	Lot-10			30	30
11	Dadar Nagar Haveli	Lot-11			50	50
12	Andaman & Nicobar	Lot-12			45	45
13	Himachal Pradesh	Lot-13			50	50
14	Manipur	Lot-14			20	20
15	Kerala	Lot-15	280		13	293
Total			**887**	**423**	**2121**	**3431**

Note: LF – Low Floor, SF – Standard Floor buses

Package 2: This package contains the demand for 7m Buses.

S.No	State/ UT	Lot No	7m SF AC
1	Jammu & Kashmir	Lot-16	75
2	Ladakh	Lot-17	48
3	Arunachal Pradesh	Lot-18	20
4	Manipur	Lot-19	30
Total			**173**

3. ABOUT CESL

Energy Efficiency Services Limited (EESL) is an Energy Service Company (ESCO), promoted by Ministry of Power, Government of India as a Joint Venture of four reputed public- sector undertakings: NTPC Limited, Power Finance Corporation Limited, REC Limited and Power Grid Corporation of India Limited. EESL works through its wholly owned subsidiary Convergence Energy Services Limited (CESL) on electric mobility. CESL offers interventions that solve multiple gap areas in the energy ecosystem by amalgamating seemingly independent yet complementary sectors such as electricity, transport, home appliances and introducing models for adoption at scale through government partnerships and innovative financing such as carbon markets.

CESL launched a 'Grand Challenge (GC)' on 30th September 2021 to aggregate demand from the 9 cities selected for phase-II of the FAME II scheme on an Operational Expenditure (OPEX) basis, i.e., using Gross Cost Contracts (GCC). Under this model, the private service provider invests in the purchase of bus and charging infrastructure along with its operations and maintenance throughout the contract tenure and in return receive a per km (**"PK"**)

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fee. The revenue collection would continue to remain with the city. The model has the advantage of enabling the contracting authority to focus on overseeing service delivery, limiting the upfront capital investment by cities and the need to manage staff, and at the same time transferring the technology risk of electric buses to the service providers who are best suited to manage them.

To this end, CESL on behalf of Public Transport Agencies (also referred to as Authorities or State Transport Corporations in this Tender) for the aggregated demand received from Ministry of Housing and Urban Affairs (MoHUA) under PM-eBus Sewa Scheme, is floating the second tender for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 buses (Tender 3)". Buses shall be fully built electric buses of 7m, 9m, and 12m length along with allied electrical & civil infrastructure under Gross Cost Contract (GCC) Model in line with Volume 3 (the **"Project"**).

4. SCOPE OF WORK

4.1 This RfP has been prepared for the deployment of 7m, 9m and 12m electric buses on GCC basis, through the PM-eBus Sewa. A Concession Agreement as per the format provided in Volume 2 ("Agreement") shall be signed between the Selected Bidder and the participating Authority (individual Agreements to be signed with each Authority). The monthly assured kms and period of Concession Agreement ("Concession Period") for different types of buses is provided below.

Bus Type	Monthly Assured Kms	Concession Period
Type I* buses		
7m AC Bus	4,800	12 years
9m AC Bus	5,400	12 years
12m AC Bus	6,000	12 years

**Type I definition as per AIS: 052*

4.2 **The scope of work for CESL shall be as follows:**

CESL shall play the role of a Program Manager for deploying electric buses under and shall be responsible for following:

i. Designing and implementing a transparent and fair competitive bid process.
ii. Designing and drafting of bid documents, agreements, and other documentation
iii. Finalization of the technical specifications for buses suitable for the participating STUs
iv. Floating of Tender for e-Buses deployment
v. Discovery of GCC prices and communicate the same to Authorities and Selected Bidders
vi. Assist Authorities and the Selected Bidder to finalize and sign the Concession Agreement.
vii. Administering Payment Security Mechanism (PSM) setup by Government of India (GOI) for Buses under this tender document.

5. BRIEF DESCRIPTION OF THE BIDDING PROCESS

The key points of bidding process are as follows:

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5.1 ***Bidding Process:*** CESL has adopted a single-stage, two-envelope process (referred to as the "Bidding Process") for selection of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) for award of the Project. Under this process, a Bid shall be invited under two envelopes. Along with the Bid, the Bidder shall pay to CESL a non-refundable sum of INR 25,000 towards bid-document fees. Eligibility and qualification will be determined based on details submitted in envelope 1 (Technical Bid). The Financial Bid as the second envelope shall be opened of only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RfP. The eligibility and qualification of each bidder shall individually be assessed based on the requirement for each of the specified States/ UTs in the RfP.

5.2 ***Evaluation and Allocation Process:*** Bids will be evaluated based on the INR per km rate quoted by the Bidders for each Lot. Please refer to Clause 12 of this RFP for further details on award of contract and the evaluation process.

5.3 ***Due Diligence and Site Visit:*** Bidders are encouraged to examine and familiarize themselves fully about the Project/ nature of assignment, local conditions, availability of necessary materials, applicable laws and regulations, and any other matters considered relevant by them before submitting the bid. Bidders are encouraged to visit the depots where possible. Any comments shall be sent in writing and will be addressed by CESL during the Pre-Bid Meeting.

5.4 ***Acknowledgement by Bidder****:* It shall be deemed that by submitting the Bid, Bidder has made a complete and careful evaluation of RfP, received all relevant information from CESL, accepted risk of inadequacy, error or mistakes provided in RfP, acknowledged no conflict of interest, agreed to bound by undertakings provided by it under and in terms hereof. CESL shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by either the Authority or CESL.

5.5 ***Cost of Bid:*** Bidders shall be responsible for all the costs associated with the preparation of their bid establishing eligibility, submission, and participation in the bid process. CESL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

5.6 ***Bid Currency:*** All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

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

5.8 ***Number of Bids by Bidder:***

For a particular State/UT in a Package, no Bidder, its Associate or any of consortium members or their associates shall submit more than one Bid for each State/UT pursuant to this RfP. For each State/UT any

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Bidder applying individually as single Bidder or a part of a consortium shall not be entitled to submit another Bid either individually or as member of another consortium, directly or indirectly through an associate of any other Bidder, as the case may be. If a Bidder submits or participates in more than one Bid in this manner, all such Bids shall be disqualified and rejected.

5.9 ***Price Bid:*** The Bidder needs to meet/ fulfil the eligibility and qualification criteria provided to qualify in the RfP. Bidder would be required to quote the rate in INR/km as per the contract conditions specified in this RfP. Price bid of only those Bidders fulfilling the eligibility and qualification criteria shall be opened. The Bidder having the lowest and responsive price Bid, which is determined as per clause 12 of this RfP, shall be considered as preferred Bidder for award of the project.

5.10 ***Quotations:*** Bidders should quote their rates in figures and numbers in the unit of Indian Rupees per kilometer, specified in the e-tender by carefully punching in the appropriate field. All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR). All taxes & charges necessary to affect the procurement and services for Operation of Stage Carriage Services of Electric Buses such as Goods & Service Tax (GST) etc. under the project should be included in the unit rate quoted by the bidder. **The INR/Km price quoted is exclusive of all Taxes, any taxes on unit rate if applicable will be borne by the Authority.**

All Price Bids shall be submitted through the e-tendering system and Bidders shall take utmost care while quoting rates and other charges, if any. No subsequent variation in the rates quoted in the price Bid will be allowed whatsoever. Issues such as error and misunderstandings, internet troubles and so on will not be entertained.

6. PROJECT MANAGEMENT CHARGES

6.1 CESL will charge Project Management Charges (PMC) at the rate of INR 45,000 + GST as applicable per bus from the Selected Bidder(s) of each lot. Out of this amount, first tranche of INR 15,000 + GST as applicable per bus shall be paid to CESL within 30 days from the date of issuance of Letter of Confirmation of Quantity (LoCQ) by selected Bidders. The remaining amount of INR 30,000 + GST as applicable per bus shall be paid by the Selected Bidder for each lot as per the milestones defined in clause 6.2

Milestone	Activity	PMC Fee	Remarks
1st	Issuance of LoCQ by CESL	₹15,000 per bus + GST	**First tranche** of INR 15,000 + GST as applicable per bus shall be paid **to CESL within 30 days from the date of issuance of LoCQ**

The Project Management Charges shall be paid only through NEFT/RTGS, as per the banking details given below:

Account Name: **Convergence Energy Services Limited**

Account Number: **000705051799**

Account Type: **Current**

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Bank Name & Branch: **ICICI Bank, New Delhi Branch**

IFSC Code : **ICIC0000007**

MICR Code : **110229002**

6.2 CESL will enter into a Management Services Agreement with the Selected Bidder and will raise invoices for PMC charges to Selected Bidder as per the milestone defined below. GST will be extra as applicable.

Milestone	Activity completed	PMC fee	Remarks
2nd	Upon execution or the issue of supply order/LoA from Authority to Selected Bidder, whichever is earlier.	₹15,000 per bus +GST	Half of the balance fees (₹30K) for the overall awarded quantity
3rd	Upon execution of the Agreement with the Authority.	₹15,000 per bus +GST	Remaining fees (₹15K) for the overall awarded quantity

6.3 The bidder will be required to make the payment against the invoice within 30 days of invoicing date else an interest charge @ 18% p.a. will be charged on delayed payment from the due date, GST will be extra as applicable. In case bidder fails to pay the PMC fee within due date, CESL reserve the right to charge the applicable interest and may en-cash the EMD amount to recover the outstanding without any intimation.

7. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

7.1 A Bidder shall furnish a EMD i.e. Bid Security for the captioned work. It shall be provided from scheduled banks only, in form of irrevocable bank guarantee/ account payee demand draft in favour of CESL payable at New Delhi in the format as specified in Annexure 2 of Section 6. The Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to CESL's Bank as per below given details:

ICICI Bank include unique identifier CESL578807920 in the field 7037 of the SFMS cover message with IFSC Code ICIC0000007

BG Advancing Message – IFN 760COV / IFN 767 COV via SFMS	
Field Number	Particulars (to be mentioned in Row 1)
7037	CESL578807920

7.2 Bidders may also submit EMD in the form of Insurance Surety Bonds executed in favour of CESL payable at New Delhi.

7.3 The Parent/ Associate whose Financial credentials have been used by the Bidder may alternatively provide Bid Security on behalf of the Bidder which should be supported by a Board resolution authorizing CESL to forfeit the Bid security in line with the provisions of this Tender.

7.4 The State/ UT wise EMD details are provided in the table below:

Package 1

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Lot No.	City	EMD Requirement (in INR Crores)
Lot 1	Rajasthan	8.25
Lot 2	Telangana	5.62
Lot 3	Gujarat	6.36
Lot 4	Madhya Pradesh	10.00
Lot 5	Andhra Pradesh	8.23
Lot 6	Chandigarh	10.66
Lot 7	Karnataka	28.00
Lot 8	Punjab	12.90
Lot 9	Goa	1.43
Lot 10	Arunachal Pradesh	0.86
Lot 11	Dadar Nagar Haveli	1.35
Lot 12	Andaman & Nicobar	1.57
Lot 13	Himachal Pradesh	1.56
Lot 14	Manipur	0.61
Lot 15	Kerala	11.48
Total		**108.88**

Package 2

Lot No.	City	EMD Requirement (in INR Crores)
Lot 16	Jammu & Kashmir	1.77
Lot 17	Ladakh	1.18
Lot 18	Arunachal Pradesh	0.48
Lot 19	Manipur	0.79
Total		**4.22**

If a Bidder opts to bid for more than one State/ UT, then the EMD requirement for the Bidder would be the cumulative EMD requirement for all the States/ UTs being bid for under each package. If bidder wishes to participate in more than one lot, then bidder needs to submit the EMD value cumulatively for each of the lot for which the bids are being submitted by the Bidder.

7.5 No interest will be payable by CESL on the EMD.

7.6 The EMD of the Selected Bidder will be returned after the Performance Security (in the form of Contract Performance Bank Guarantee or Insurance surety bonds) in the format as specified in the Agreement, is furnished to the Authority, and all dues to CESL are paid. CESL will hold the proportionate EMD to the extent of future PMC payments and the same will be released after clearing of PMC charges to CESL. If the EMD is not splitable than the successful bidder needs to deposit the EMD/BG/Insurance Surety Bond to CESL for the balance PMC recoverable amount from the successful bidder before release of the original EMD. The EMD will be forfeited by CESL if the dues are not cleared by the successful bidder as per due dates. Written confirmation from the Authority or alternatively proof of receipt of Performance Security/ CPBG by the Authority shall be required before releasing the EMD.

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7.7 EMD of all techno-commercially/financially unsuccessful bidders will be returned to them within 60 days of Bid opening date or 30 days of issuance of LoCQ to the successful bidder by CESL, whichever is earlier.

7.8 EMD may be provided by more than one bank.

7.9 The EMD of a Bidder shall be forfeited in the following events:

a. If a bidder withdraws/modifies/changes its Bid during the period of Bid validity.

b. In the case of a Selected Bidder, if the bidder fails to sign the Concession Agreement with the Authority for any default on their part within the stipulated time as specified under this RfP.

c. Successful bidder fails to furnish the required CPBG within stipulated time as per the terms and conditions mentioned in this RfP.

d. In case the Selected Bidder does not clear its dues as per due dates specified in this RfP.

e. Bidders submitting any wrong information or making any misrepresentation in their Bid as per the RfP terms.

f. If the bidder engages in fraudulent practices as mentioned in clause 20 of Volume 1 within the period of validity of bid.

g. In case of occurring of any other event as may be specifically stated in the RfP document.

8. BIDDING CONDITION FOR SINGLE BIDDER/ CONSORTIUM AND FORMATION OF PROJECT IMPLEMENTING ENTITY (SPV)

A Bid under this RfP can be submitted by either a Single Bidder or a Consortium as defined in this RfP.

8.1 Single Bidder

a) The Bids can be submitted by a Single Bidder that fulfils the Eligibility Criteria mentioned in clause 9 of Volume 1.

8.2 Consortium

a) Consortium of maximum 3 (three) members is allowed.

b) The Bid shall contain a legally enforceable Consortium Agreement entered amongst the Members of the Consortium, designating one of the Members to be the Lead Member. Each Member in Bidding Consortium shall duly sign the Consortium Agreement making it liable for raising the required funds for its respective equity investment commitment as specified in the Consortium Agreement. Name of consortium members and their roles & responsibilities shall be indicated clearly in the consortium agreement (which is required to be submitted in the bid) including name of lead and non-lead members and should be duly notarized. Consortium Agreement shall be submitted in the format specified at Annexure 7 of Section 6. In absence of Consortium Agreement, the Bid will not be considered for evaluation and will be rejected.

c) The members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) in the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure 4 of Section 6, signed by all the other members of the Consortium.

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d) Provided that the Lead Member of the Consortium will be liable to the extent of 100% of the total proposed commitment of equity investment of the Consortium i.e. for both its own equity contribution as well as the equity contribution of other Members.

e) In case of a Consortium, the Technical Qualification Criteria and Financial Qualification Criteria of only those Members will be evaluated, who have and shall continue to have Subscribed and Paid-up Equity Share Capital of at least 26% (twenty-six percent) each in the SPV for up to 2 years from the Commercial Operation Date (COD) of the Project.

f) No member(s) of the Consortium whose Technical Qualification Criteria was evaluated for the purpose of selection in response to the Request for Proposal, shall hold cumulatively less than 26% (twenty-six per cent) of the Subscribed and Paid-up Equity Share Capital till the expiry of the Contract Period.

g) The Lead Member of the Consortium will be the single point of contact for the purposes of this bid process before the date of signing of Concession Agreement. Settlement of any dispute amongst the Consortium Members shall not be the responsibility of CESL and CESL shall not bear any liability whatsoever on this account.

h) The Lead Member should designate at the most two persons to represent the Consortium in its dealings with CESL. The person(s) designated by the Lead Member should be authorized through a Power of Attorney (as per format specified in Annexure 4 of Section 6) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Technical Bid on behalf of the Consortium, etc. The Consortium members shall provide board resolutions from their respective Boards for committing their respective portion of equity requirement for the Project. Additionally, the Lead member shall provide a Board resolution committing to make good any shortfall in the equity for the project, in case of any member not meeting its equity commitment.

i) The Bid should also contain signed Letter of Consent (as per Annexure 8 in Section 6) from each Member of Consortium confirming that the entire Bid has been reviewed and each element of the Bid is agreed to by them including investment commitment for the Project.

j) In addition, the Bid should also contain Board Resolution from Lead Member of the Consortium in favour of their respective authorized representatives for executing the POA, Consortium Agreement and signing of the requisite formats.

8.3 **Project Implementing Entity**

a) In case the Single Bidder is an OEM (or through OEM route), is notified as Selected Bidder under the provisions of this RfP, it has the option of executing the Agreement and implementing the Project through a Special Purpose Vehicle (SPV) i.e. a Project Implementing Entity incorporated as a subsidiary Company of the Selected Bidder for implementing the Project, with 100% direct shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of Concession Agreement. For avoidance of doubt, it is clarified that the SPV as mentioned above should be an immediate subsidiary of the Selected Bidder, without any intermediaries involved.

b) In case the Selected Bidder is a Consortium, it shall be mandatory to form an SPV (Project

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Implementing Entity) to execute the Concession Agreement and implement the Project.

c) The Selected Bidder can form only a single SPV for each Concession Agreement that shall be signed under this Project. In the interest of clarity, it is mentioned that only one SPV is allowed per Authority per Selected Bidder for signing the Agreement with the respective Authority and implementing the project. However, the same SPV may be used by the Selected Bidder to execute the Project Agreement with other Authorities.

d) The SPV shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the Agreement; and that the Selected Bidder (or the Consortium members), shall hold not less than 51% (fifty-one per cent) of its subscribed and paid-up Equity on the date of this Agreement and for a period of 2 (two) years from the date of Commercial Operations Date (COD) as defined in the Agreement.

e) Any non-compliance with the provision hereof by the Selected Bidder with regards to shareholding requirement during the Agreement period, and failure to remedy such non-compliance within [30 (thirty)] days from the date of Authority's notice in this regard shall constitute an operator(s) (as defined in the Agreement) event of default, which shall entitle the Authority to terminate the Concession Agreement in accordance with the provisions thereof.

f) Notwithstanding the provisions of above, the Selected Bidder shall ensure, that in the event it has been selected for the Project on the financial capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the successful bidder, for at least three years from COD (as defined in the Agreement).

g) Further, Selected Bidder shall also ensure, that in the event it has been selected for the Project on the technical capabilities of its/any of the Parent/ Associate, the said Parent/ Associate shall remain a(n) Parent/ Associate of the Selected Bidder, till the end of the Agreement.

9. ELIGIBILITY CRITERIA AND QUALIFICATION CRITERIA

9.1 A Bidder/entity (i.e. any member of consortium) can only opt for one of the routes (either as D1 & D2 or E1 & E2) mentioned below in the Qualification Criteria. The route opted shall be consistent across all the participated States/UTs. Declaration to this shall be provided as per Annexure 24 of Section 6 of this RfP. If a bidder/entity submits bids in contravention to this clause, all such bids shall be rejected.

To further clarify, if an entity (either as Single Bidder or as a Consortium member) bids in State 1 by submitting qualification criteria under clauses D1 & D2 and the same entity/a constituent of the consortium bids in State 2 by submitting qualification criteria under clauses E1 & E2, in that case all the bids of that entity (either Single Bidder or Consortium) will be rejected.

9.2 **The eligibility criteria under this RfP is specified below:**

Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
I) General Eligibility		
A	The Bid can be submitted by either a Single Bidder or a Consortium as specified in Clause 5.8	1. Copy of Certificate of Incorporation, Memorandum and Article of the

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	and Clause 8 of Volume 1 of this RfP. Selected Bidder(s) shall continue to maintain compliance with the Eligibility and Qualification Requirements specified herein till the achievement of COD (as specified in the Concession Agreement). Failure to comply with the aforesaid requirements shall make the Concession Agreement liable for termination after its signing. The OEM supplying the Buses under the Concession Agreement is required to cover all applicable warranties of battery and technologies for the entire duration of the Agreement as per Schedule W of the Concession Agreement. The Bidder and the OEM must co-sign this Agreement executed with the Authority.	association or Copy of Registration certificate from RBI under section 4A of the Companies Act 1956 or Copy of Registration certificate or Copy of registered Partnership Deed, as the case may be for the bidder/ each consortium member should be submitted. 2. In the case of a Consortium, a consortium agreement, as per format specified in Annexure 7 of Section 6. 3. GST certificate and PAN card
B	The Bidder(s) or its Parent/Associate shall not have been blacklisted or barred from carrying out its business by any Regulator / Government Authority/Court of Law, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of due date of submission or at any stage during the bid evaluation process till the signing of the Concession Agreement. The OEM supplying the Buses under the Concession Agreement should also be in compliance with this requirement till the COD of the Project. *(In the case of consortium, this condition is to be fulfilled by all the members of consortium)*	A notarized certificate of non-blacklisted status in respect of the participating bidder/consortium members is required to be provided as per the format specified in Annexure 17 of Section 6. .
C	Bidder or/and all members of the Consortium must be either:	
	A company incorporated in India under or prior to the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time) OR	Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted
	A Trust/Society/Financial Institute/Alternative Investment Fund (AIF) registered with competent authority i.e. Reserve Bank of India (as defined in Section 45I(c) of Chapter IIIB of the RBI Act,1934) or Security Exchange Board of India (SEBI) OR	Copy of Registration certificate from RBI or under section 4A of the Companies Act 1956
	Similar International Financial Institutions registered with applicable regulators aboard but also registered / licensed to conduct business in India	Copy of Registration certificate and GST number and PAN must also be submitted.

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	OR	
	Partnership firm registered under the Indian Partnership Act OR	Copy of registered Partnership Deed should be submitted
	An LLP incorporated under Limited Liability Partnership Act, 2008/Companies Act 2013 OR	Copy of Certificate of Incorporation, and Registration Certificate of the bidder should be submitted
	A registered proprietary firm in India	Copy of GST registration, PAN Card, EPF registration, Shops and Establishment Dept. registration certificate, as may be applicable, should be submitted.
Only the Bids of the Bidder meeting above Eligibility Criteria shall be considered for assessment of next stage of assessment of Qualification Criteria.		
II) Technical Qualification Criteria: For meeting technical qualification criteria the Bidder should satisfy the criteria mentioned in either (D-1) or (E-1): For this purpose, bidder needs to submit Annexure-24 of Section 6 (i.e. bidder to mention the route by which bidder is participating in the tender): Furthermore, the Bidder may seek qualification based on technical capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.		
D-1	1. The Bidder should have regularly, starting 01st April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses and 2. The Bidder' should have manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year. and 3. 'The Bidder' must have an annual capacity to manufacture and supply at least 500 Electric Buses prior to the Bid Due Date. The manufacturing facility must be located in India. In the case of a Consortium consisting of multiple Electric Bus Manufacturers, all the above criteria is to be met individually.	**License of manufacturing buses**: Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery. **Annual capacity for Bus manufacturing and supply:** Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.
E-1	1. The Bidder over the past 5 (five) financial years preceding the Bid Due Date, have a) paid for, or received payments for, construction of Eligible Project(s); and/ or b) paid for development of Eligible Project(s); and/ or c) collected and appropriated revenues from Eligible Project(s)	Statutory Auditor confirming compliance with the required condition of this RfP as per Annexure 14B of Section 6.

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	such that the sum total of the above is more than the amount specified in Table 1. Fulfilling the Technical Qualification Criteria of the State/UT with higher technical requirement (as per Table 1) amongst the States/UTs in which the bidder has participated will lead to fulfillment of the Technical Qualification Criteria for the other States/UTs having lower technical requirement. Technical Capacity of the bidder can be reused for fulfillment of the Technical Requirements. *The bidder must have either implemented such projects itself or must have held directly or indirectly at least twenty-six percent (26%) of the shareholding in the company that has executed the project(s) from the date of financial closure of the project(s) till the time of achieving commercial operation.* **The above criteria can be met by the bidder individually or collectively by members of the Consortium.**	
III) Financial Qualification Criteria - The Bidder who has qualified basis the Technical Qualification Criteria mentioned in D-1 should meet the Financial Qualification Criteria provided in D-2. The Bidder who has qualified basis the Technical Qualification Criteria mentioned in E-1 should meet the Financial Qualification Criteria provided in E-2. Accordingly, the Bidder needs to submit Annexure 24 of Section 6. Furthermore, the Bidder may seek qualification based on financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.		
D-2	The Bidder should meet: (a) the Minimum Average Annual Turnover (MAAT) criteria as per Table 2. The MAAT shall be calculated as an average turnover of the last 3 Financial Years. In case of consortium, the collective MAAT will be considered only of members holding more than 26% shareholding. The Bidder is required to fill the declaration as per Annexure 12A of Section 6. [The annual turnover of any bidder will include realization out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Govt. of India as per the audited financial statement of the Bidder(s).]	**For MAAT:** Annual Report (audited balance sheet and profit & loss account of the relevant period i.e. the financials of last 3 years of the Bidder/ Lead Member and of Associate (applicable in case its experience is being utilized for meeting the qualification criteria). **For Net worth:** Annual Report (audited balance sheet and profit & loss account) of the relevant period i.e. the financials of last 3 years. In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the Net worth of the previous year to

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	and (b) The net worth of the Bidder should not be negative as on the last date of the preceding financial year. In case of consortium, this condition is to be filled by all the members individually. and (c) The net worth should not have eroded by more than 30% (thirty percent) in the last three years. In case of consortium, this condition is to be filled by all the members individually. [Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. **Please note**: The Bidder should fulfil the Financial Capacity cumulatively for each of the States/UTs (Package wise individually) for which the bids are being submitted by the Bidder. The declaration as per Annexure 12A of Section-6 shall be used for fulfilment of financial capacity. For the purpose of checking the erosion, the net worth of the immediately preceding Financial Year (say Year-1) shall be compared with that of Year-2 and Year-3 both.	meet the Financial Qualification Criteria. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement.
E-2	The minimum net worth of the Bidder at the close of the preceding FY shall not be less than the amount specified in Table 1. In case of consortium, the collective Net worth will be considered only of members holding more than 26% shareholding. The Bidder in required to fill the declaration as per Annexure 12B of Section 6. Furthermore, the net worth for each of the members	**For Net worth:** Annual Report (audited balance sheet and profit & loss account of the relevant period of the Bidder/ Consortium members. In case the due date for filing annual accounts as per the provisions of Companies Act 2013 is not due for the Bidder(s) then the Bidder(s) may use the Net worth of the previous year to meet the Financial Qualification Criteria. Annual Report (audited balance sheet and

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Sr. No.	Eligibility & Qualification Criteria	Details of the document submitted by the bidder
	must be positive. *[Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets]* **Please note**: 1. The Bidder should fulfil the Financial Capacity cumulatively for each of the States/UTs (Package wise individually) for which the bids are being submitted by the Bidder. The declaration as per Annexure 12B of Section-6 shall be used for fulfilment of financial capacity. 2. In case a Bidder and/(or) it's Parent(s)/ Associate(s) has issued any fresh equity capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the statutory auditor of the Bidder certifying to this effect.	profit & loss account) of the relevant period. Certificate from Statutory Auditor ensuring compliance with the Net worth requirement

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

Table 1- Package 1 (Infra Route)

Lot No	City	Technical Experience Requirement (as per above QR table) (in INR Crores)	Net Worth Requirement (as per above QR table) (in INR Crores)
Lot 1	Rajasthan	825.28	103.16
Lot 2	Telangana	561.67	70.21
Lot 3	Gujarat	636.05	79.51
Lot 4	Madhya Pradesh	1,000.24	125.03
Lot 5	Andhra Pradesh	822.74	102.84

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Lot 6	Chandigarh	1,065.71	133.21
Lot 7	Karnataka	2,800.12	350.01
Lot 8	Punjab	1,289.59	161.20
Lot 9	Goa	142.79	17.85
Lot 10	Arunachal Pradesh	86.11	10.76
Lot 11	Dadar Nagar Haveli	135.45	16.93
Lot 12	Andaman & Nicobar	157.50	19.69
Lot 13	Himachal Pradesh	155.70	19.46
Lot 14	Manipur	61.18	7.65
Lot 15	Kerala	1,148.03	143.50
Total		**10,888.14**	**1361.02**

Table 1- Package 2 (Infra Route)

Lot No	City	Technical Experience Requirement (as per above QR table) (in INR Crores)	Net Worth Requirement (as per above QR table) (in INR Crores)
Lot 16	Jammu & Kashmir	176.71	22.09
Lot 17	Ladakh	117.86	14.73
Lot 18	Arunachal Pradesh	48.21	6.03
Lot 19	Manipur	78.97	9.87
Total		**421.76**	**52.72**

Lot No	City	Technical Experience Requirement (as per above QR table) (in INR Crores)	Net Worth Requirement (as per above QR table) (in INR Crores)
Lot 16	Jammu & Kashmir	176.71	22.09
Lot 17	Ladakh	117.86	14.73
Lot 18	Arunachal Pradesh	48.21	6.03
Lot 19	Manipur	78.97	9.87
Total		**421.76**	**52.72**

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Table 2- Package 1 (OEM Route)

Lot No.	City	ATO Requirement (in INR Crores)
Lot 1	Rajasthan	30.95
Lot 2	Telangana	21.06
Lot 3	Gujarat	23.85
Lot 4	Madhya Pradesh	37.51
Lot 5	Andhra Pradesh	30.85
Lot 6	Chandigarh	39.96
Lot 7	Karnataka	105.00
Lot 8	Punjab	48.36
Lot 9	Goa	5.35
Lot 10	Arunachal Pradesh	3.23
Lot 11	Dadar Nagar Haveli	5.08
Lot 12	Andaman & Nicobar	5.91
Lot 13	Himachal Pradesh	5.84
Lot 14	Manipur	2.29
Lot 15	Kerala	43.05
Total		**408.31**

Table 2- Package 2 (OEM Route)

Lot No.	City	ATO Requirement (in INR Crores)
Lot 16	Jammu & Kashmir	6.63
Lot 17	Ladakh	4.42
Lot 18	Arunachal Pradesh	1.81
Lot 19	Manipur	2.96
Total		**15.82**

9.3 Bidder/Entity (i.e. Single Bidder or a Consortium member) is required to separately meet the financial qualification criteria mentioned above in the tables for each of the States/ UTs. In case a Bidder/ Entity is submitting a Bid for more than one State/ UT, then the financial qualification criteria are required to be met cumulatively for all such States/ UTs in each package. In case the Bidder/ Entity bids for more than one State/ UT and is unable to fulfil financial criteria cumulatively then in such case the Bids will be evaluated and allocated first for Package 1 followed by Package 2. In case the Bidder/ Entity bids for more than one Lot and is unable to fulfil financial criteria cumulatively then in such case the Bids will be evaluated and allocated in decreasing order of the quantity of all lots till its cumulative financial strength is exhausted. To further clarify, in case Bids are received from Bidder(s) with different consortium members in states/UT then the criteria for financial evaluation will be first evaluated for Package 1 in decreasing order of Buses quantity in a State/UT followed by Package 2 in the similar methodology of decreasing Buses quantity in a State/UT size.

9.4 The financial contribution of any member either individually or as a member of a Consortium will be cumulatively evaluated for all different lots under this RfP, meaning, the financial capacity of any Entity

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will get adjusted for each lot to the extent the financial qualification has been utilized for other lots.

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

9.6 The Bidder may seek qualification based on technical and financial capability of its Parent and/ or Associate(s) for the purpose of meeting the Qualification criteria.

9.6.1 The technical capability of a particular entity, including its Parents and/or Associates, shall not be used directly or indirectly by more than one Bidder/ Consortium member for an individual State/ UT(s) in which the Bidder is participating.

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

9.6.3 However, credentials of the partners of Joint Venture cannot be clubbed for the purpose of compliance with technical and financial capability for the purpose of meeting the Qualification criteria.

10. SUBMISSION OF THE BID

10.1 The information and documents in Technical Bid will be submitted by the Bidder as per the formats specified in Section 6 of this document.

10.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for rejecting the bid.

10.3 Bid documents shall be signed and stamped by the authorized signatory of the bidder on each page. In case of a Consortium, this signature shall be that of the authorized signatory and shall bind the bidder to the contract. The signed pages shall be scanned and uploaded at designated places. Alternatively, digital signatures on each page of the bid document by the authorized signatory is also allowed. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right-hand top corner.

10.4 The Bid shall include unconsolidated/consolidated audited annual accounts (consisting of unabridged Balance Sheet, Profit and Loss Account, profit appropriation account, Auditors Report, etc.), as the case may be, of Bidder or each member in Consortium including Lead Member for the last three (3) financial years immediately preceding the Bid Due Date.

10.5 The Bidder should designate at the most two persons to represent the Bidder in its dealings with CESL. The person(s) should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bids etc. The Bidder should submit, along with Bid, a Power of Attorney (as per format specified in Annexure 3 and 4 of Section 6), authorizing the signatory of the Bid. Bidder shall submit the board resolution committing 100% of equity requirement for the Project, in the Bid.

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11. CONFLICT OF INTEREST

11.1 A Bidder shall not have a conflict of interest that affects the Bidding process (the "Conflict of Interest"). In the event a Bidder is found to have a Conflict of Interest, CESL may choose to reject the Bid, terminate the Agreement (in the event it has been awarded) as per termination clause in the Agreement.

11.2 Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid-up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or

b) a constituent of such Bidder is also a constituent of another Bidder; or

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

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

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

such Bidder has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project. Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

12. EVALUATION AND ALLOCATION PROCESS

12.1 **The State/ UT wise demand received is as follows:**

Package 1

State/UT	City	12m	9m
Rajasthan	Bikaner	-	50
	Sikar	-	50
	Jaipur	-	132
	Alwar	-	50
	Jodhpur	-	25
Telangana	Warangal	100	-
	Nizamabad	51	-
Gujarat	Gandhidham	-	80
	Navsari	-	20
	Vadodara	-	120
Andhra Pradesh	Tirupati	-	300
Chandigarh	Chandigarh	158*	170
Karnataka	Belagavi	100	-
	Hubballi-Dharwad	100	-
	Kalaburagi	85*	15
	Mangaluru	70	30
	Mysore	100*	-
	Bellary	40*	10
	Vijayapura	40*	10
	Davanagere	40	10
	Shivamogga	40	10
	Tumakuru	40	10
Jammu and Kashmir	Jammu	-	-
Punjab	Amritsar	50	50
	Jalandhar	16	81
	Ludhiana	-	100
	Patiala	-	50
	SAS Nagar (cluster)	-	100
Ladakh	Leh	-	
Goa	Panaji	-	50
Arunachal Pradesh	Itanagar	-	30
Dadra & Nagar Haveli and Daman & Diu	Daman	-	50
Andaman & Nicobar Islands	Port Blair (Sri Vijaya Puram)	-	45
Himachal Pradesh	Dharmshala	-	25
	Shimla	-	25

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Manipur	Imphal	-	20
Madhya Pradesh	Indore	-	120
	Bhopal	-	95
	Jabalpur	-	100
	Satna	-	20
	Dewas	-	55
Kerala	Kollam	50	-
	Kochi	80	13
	Thrissur	100	-
	Kozhikode	50	-
Total		**1310**	**2121**

Note: LF – Low Floor, SF – Standard Floor

Package 2

State/UT	City	7m
Jammu and Kashmir	Jammu	75
Ladakh	Leh	48
Arunachal Pradesh	Itanagar	20
Manipur	Imphal	30
Total		**173**

*City wise demand is placed at Annexure.

12.2 **Bidding Conditions:**

1. Each State/ UT in Package 1 will have only one Selected Bidder. A Bidder participating for a particular State/ UT in Package 1 may also participate for the same State/ UT in Package 2. Full quantity of buses in a State / UT will be awarded to L1 bidder for the State/UT in package wise.
2. The Bidder may participate in the Bid for either one or more States/UTs. **However, Bidder must mandatorily submit price bid for all the models of buses pertaining to a particular State/UT in Package 1 in which it is participating.** The Bidder will be considered disqualified in case a Price Bid is not submitted for any model of bus(es) forming part of the State/UT in Package 1 in which the Bidder is participating. It is further clarified that a Bidder participating for a particular State/UT in Package 1 need not mandatorily participate for the same State/ UT in Package 2.
3. The L1 price for each State/UT for **Package 1** will be calculated using the weighted average price (**"Weighted PK Fees"**) bid for all models of bus(es) forming part of the Price Bid for that particular State/UT.
4. For **Package 2,** Bids will be evaluated independently for each lot, depending on the INR per km rate quoted by the Bidders.
5. Weighted PK fee for Package 1 is only for determination of Lowest bidder (L1) in a particular State/ UT.

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6. To further clarify, payment to the Selected Bidder will be made as per the Quoted rate for each model of bus in that Lot.

7. **The maximum number of cumulative Buses that can be allotted to one Bidder in Package 1 will be restricted to 2,400 Buses ("Quantity Restriction").** If the selected bidder is L1 in multiple States/UTs and the cumulative no of buses in those States/UTs are more than 2,400 buses then such bidder is eligible to get maximum up to 2,400 buses only. In such cases, L1 bidder will have the right to choose the State(s)/UT(s) of its choice subject to the maximum of cumulative 2,400 buses. However, there will be no Quantity Restriction in Package 2 and any awarded quantity in Package 2 will not be included in Quantity Restriction under Package 1.

8. **Weighted PK Fees will be calculated as below based on the model of the buses in the lot, as applicable:**

   [{Quoted PK Fees for 9m bus (AC Standard Floor) * No. of 9m buses (AC Standard Floor)}* (Assured KMs of 9m buses)] +

   +

   [[{Quoted PK Fees for 12m bus (AC Low Floor) * No. of 12m buses (AC Low Floor)}+

   {Quoted PK Fees for 12m bus (AC Standard Floor) * No. of 12m buses (AC Standard Floor)}]*

   (Assured KMs of 12m buses)]

   (divided by)

   [(No. of 9m buses * Assured KMs of 9m buses) + (No. of 12m all models of buses * Assured KMs of 12m buses)]

12.3 **CESL shall appoint Selected Bidder(s) for each State/UT in the following manner:**

1. The Financial bids of those Bidders who are found responsive and are qualified in accordance with the terms of this RfP shall be opened and evaluated independently for each State/UT, depending on the INR per km rate quoted by the Bidders.
2. A list of all such Bidders whose financial bids are opened will be prepared ranking the Lowest Bidder (L1) up to the Highest Bidder (H1) separately for each lot for each State/UT. ("Rank List").
3. The Bidder quoting the Lowest Price (L1 Bidder) shall be considered the "Preferred Bidder" for each State/ UT individually in Package 1 and Package 2.
4. In case a Bidder is L1 for more than 2,400 No. of Buses in Package 1, then CESL shall ask the Preferred Bidder to choose the States/UTs in Package 1 in which it wishes to operate for the States/UTs in which the bidder is L1.
5. For the remaining States /UTs in Package 1, CESL shall call the Second Lowest Bidder (L2) for each State / UT where the L1 Bidder has agreed to forego its allotment due to the Quantity Restriction and request the L2 Bidder to carry out the scope of work as per the RfP at the Lowest Price at which the First Bidder (L1) is considered for award (Price Matching).
6. In case the L2 bidder agrees to match the Lowest Price (L1), it shall be considered the "Second Preferred Bidders" and be eligible for award of the remaining quantity of those States.
7. If Second Lowest Bidder (L2) does not agree to match the price of the First Preferred Bidder (L1) but subsequent lowest bidders (L3/L4/L5 etc.) do agree to match the price of the First Preferred Bidder,

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they shall be considered the "Second Preferred Bidders".

8. In case none of bidders agree to match the price of First Preferred Bidder (L1), the entire State/UT may be recommended to be awarded to L1, at the sole discretion of CESL based on their eligibility criteria as defined in the RfP.
9. CESL, and only CESL, retains right to negotiate with the bidder(s). CESL also does not bind itself to accept the preferred bid before or after the negotiations and it reserves the right to accept or reject any bid, in whole or in part. To be clear, this right is not automatically passed on to States/ Cities participating in this Tender.
10. Upon opening of the Price bids, in case Price quoted by Lowest Bidder in relation to the market rate or its internal estimate or Good Industry Practice is found to be not as per market benchmark, CESL shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the said bidder to demonstrate the internal consistency of those prices.
11. CESL shall declare the Preferred Bidder(s) as Selected Bidder(s) if it's/their bid(s) is/are most favorable as per the provisions of RfP and shall suggest to Authority for issuance of LoA and further enter into Agreement with these Selected Bidder(s).
12. After the financial evaluation of the submitted bids, CESL shall issue LoCQ (Letter of confirmation of quantity) for each State/UT to the Selected Bidder.
13. If there is only one Bidder for a particular State/UT, CESL shall deem this a "poor response". CESL shall discuss with Authority and proceed to recommend award of 100% quantity subject to approval of the Authority.
14. The Bidder shall submit a declaration, in the format provided at Annexure-24 (Section-6), specifying the Lots in which it wishes to participate. Evaluation shall be carried out only for those Lots that the Bidder has declared in **Annexure-24** as the participated Lots.

13. PREPARATION AND SUBMISSION OF TECHNICAL BID AND PRICE BID

13.1 Format and Signing of Bid

a. The Bidder shall provide all the information sought under this RfP. CESL will evaluate only those bids that are received online in the required formats and complete in all respects. Bid Security, cost of bid document, Power of Attorney (POA) and Joint Bidding/ Consortium Agreement etc. as specified in the RFP are to be submitted in hard copies.

b. The Bid shall be typed and signed in **indelible blue ink / digitally signed** by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

c. All pages of the Bid shall be serially numbered, and Bid shall comprise of index mentioning the details of all the appendices and annexures and other documents submitted by the Bidder.

13.2 All the information and documents in Bid shall be submitted in English language only.

13.3 Bidders shall mention the name, designation, telephone number, fax number, email address of the authorized signatory and complete address of the Bidder in the covering letter as per annexure 1 in Section 6.

13.4 All pages of the Bid shall be initialed and stamped by the authorized signatory on behalf of the Bidder.

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13.5 A Bidder shall submit only one Bid in the same bidding process, either individually as Bidder or as a Member of a Consortium.

13.6 The technical and financial capability of a particular company / particular project (Parent and/ or Associate) shall not be used directly or indirectly by more than one Bidder/ Member of a Consortium including Lead Member / Bidder.

13.7 This Request for Proposal (RfP) document is not transferable. The RfP document and the information contained therein is for the use only by the Bidder to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project, this RfP document must be kept confidential.

13.8 Though adequate care has been taken while preparing this RfP document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to CESL immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of RfP document, it shall be considered that the RfP document is complete in all respects and has been received by the Bidder.

13.9 Bids submitted by the Bidder and opened on scheduled date and time as stipulated in this RfP shall become the property of CESL and CESL shall have no obligation to return the same to the Bidder.

13.10 CESL may, at its sole discretion, ask for additional information / document and/or seek clarifications from a Bidder after the Bid Due Date, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by CESL.

13.11 Non submission and/or submission of incomplete data/ information required under the provisions of RfP shall not be construed as waiver on the part of CESL of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.

13.12 All Bidders are required to ensure compliance with all the Applicable Laws.

14. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

The Bidder shall submit the Technical Bid & Financial Bid online through CESL's e-procurement portal comprising of the following documents along with supporting documents as appropriate and in the format specified in Section 6 of this Tender Document:

14.1 Technical Bid:

The Bidder is required to submit the applicable documents in their Bid as per the Checklist provided below:

Sr. No.	Description
1	Bid Document Cost
2	Covering Letter
3	Bid Security/Bid Bond
4	Power of Attorney
5	Bidder's composition and ownership structure
6	Authorization to Bank
7	Consortium Agreement, if required
8	Letter of Consent from each Consortium Member, including Lead Member, if required

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Sr. No.	Description
9	Board Resolution
10	Proforma of Letter of Undertaking
11	Affidavit format
12	Financial Qualification Requirement
13	Technical Qualification Requirement
14	Bidders Undertaking and details of Equity Investment
15	Additional information for technical and financial eligibility
16	Fraud prevention policy
17	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission
18	Self-Declaration for testing certificate
19	Certificate for Indigenous content
20	Compliance for MeiTY requirement
21	Certificate for declaring local content
22	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"
23	Bank Details -Attachment 09 (RTGS/NEFT)
24	Quoted Lot declaration
25	NIL Deviation Statement

The Bidder shall submit POA, Bid Security, Joint Bidding Agreement (JBA), any Affidavit in hard copy as mentioned in Clause 13 before the bid submission due date.

14.2 **Price bid**

Format is prescribed at Annexure A of this RfP document (online only).

The Bidder shall not mention the Financial Bid i.e., the Bid Price, anywhere in the Technical Bid. In the case, the Bidder mentions the same, the Bid will be rejected.

15. OTHER REQUIREMENTS

15.1 Bidders shall ensure that any number mentioned in the Price bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and word format of the number, the number provided in words shall prevail.

15.2 In case of the Bidder being a company incorporated in India under or prior to the Companies Act 1956 (as amended or re- enacted or restated, and including the Companies Act, 2013 as notified from time to time)/ 2013, the power of attorney (POA) in favor of Authorized Signatory shall be submitted in the format provided in Annexure 3 and 4 of Section 6. The POA shall be supported by a board resolution (as per the format in Annexure 9 of Section 6.

15.3 The Selected Bidder and the Authority are encouraged to facilitate the participation of women in the operations of the electric buses, deployed under the PM-eBus Sewa scheme.

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16. REJECTION OF BID

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

16.2 CESL reserves the right to reject any Bid or take other administrative action if:

a. At any time, a material misrepresentation is made or uncovered, or

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

c. Such misrepresentation/ improper response shall lead to the disqualification of the Selected Bidder. If the Selected Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then CESL reserves the right to annul the Bidding Process and invite fresh Bids.

16.3 A bid can be rejected by CESL without any further correspondence, as non-responsive, if,

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

b. Technical and/or price bid is not submitted /incomplete submitted in the bid-forms.

c. Price Bid submitted in physical form shall be considered nonresponsive and rejected.

d. Bid security (EMD) and RfP fees or EMD do not conform to the provisions set forth in this RfP is not submitted.

e. The bidder engages in any fraudulent practices defined in Section 20 of this RfP.

f. A bidder or a member of consortium submits or participates in more than one bid for a particular State/UT under this RfP.

g. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the bidder or consistent history of litigation awarded against the applicant or financial failure due to bankruptcy is observed.

h. Bidder is debarred or terminated or blacklisted in India by Central Govt. organization / State Govt. organization/any Municipal Corporation / ULBs etc. In this regard, the relevant provisions of Clause 3.5 “Debarment of Suppliers” of Manual of Procurement of Goods (Updated June 2022) issue by Department of Expenditure, Ministry of Finance, GoI shall be applicable.

i. The Bidder or any of its Associates has had any of their contracts terminated by any central, state, or local government or government instrumentality for breach of such contract by the Bidder or any of its Associates, and that such termination has not been set aside or stayed by a competent judicial authority.

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

k. CESL reserves the right to seek information and evidence from the Bidders with respect to their

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continued eligibility at any time during the Bidding Process and each Bidder undertakes to promptly provide all of the information and evidence requested by CESL.

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

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

n. If Bidder makes an effort to influence CESL in its decisions on bid evaluation, Bid comparison or selection of the successful Bidder.

o. Bidders may specifically note that while evaluating the Bid, if it comes to CESL's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of Bid, then the Bidders so involved are liable to be disqualified for this contract as well as future bids/contracts.

16.4 **Predatory Pricing/Abnormally high price.** In case the Price Bid of the Lowest Bidder is found to be unrealistically lower or unrealistically higher than internal estimate/benchmark or market rate or Good Industry Practice, CESL reserves the right to seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the price is found to be abnormally higher than market benchmark, then the Bid/Proposal may be rejected as non-responsive and will not be considered any further for award.

16.5 **Cartel Formation/Pool Rates.** It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender "leading to "Appreciable Adverse Effect on "Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, CESL may carry out detailed cost analysis by associating experts if necessary, and if the same is established, suitable administrative actions can be resorted to by CESL such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

17. SIGNING OF CONCESSION AGREEMENT

17.1 The Selected Bidders (s) would be required to execute the Concession Agreement as per the timelines defined within this RfP. The Concession agreement that shall be signed between the Authority and Selected Bidder under this Project is provided in Volume 2 of this RfP.

17.2 All incidental expenses related to execution of the Concession Agreement shall be borne by the Selected Bidder.

18. CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time CESL makes official intimation of award/ rejection to the bidders. While the bids are under consideration,

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bidders and/ or their representatives or other interested parties are advised to refrain, from contacting by any means, CESL and/ or their employees/representatives on matters related to the bids under consideration.

19. CONFIDENTIALITY AND PROPRIETARY DATA

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

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

20. FRAUDULENT AND CORRUPT PRACTICES

20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, CESL may reject a Bid without being liable in any manner whatsoever to the Applicant if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

a. Without prejudice to the rights of CESL under Clause a) hereinabove, if a Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RfP issued by CESL during a period of 2 (two) years from the date such Bidder is found by CESL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

b. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

20.2 ***"Corrupt practice"*** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CESL who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CESL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or

Engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract, any person in respect of any matter relating to the project or the LOA or the contract or otherwise, who at any time has been or is a legal, financial or technical adviser of CESL in relation to any matter concerning the project;

20.3 ***"Fraudulent practice"*** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

20.4 ***"Coercive practice"*** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

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

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

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21. INSPECTION AND PROCUREMENT SCHEDULE

21.1 The procurement of bus after the award of contract shall be subject to prototype approval by a Central Agency nominated by MoHUA. The central agency will carry out a detailed inspection and trial of the prototype bus to ensure compliance with RfP specifications including particularly bus battery capacity and range, quality of the bus and workmanship. Bidder should provide testing certificates as per the requirement stated in Volume III which will comply the statutory requirements as stipulated in Motor Vehicles Act, 1988 /Central Motor Vehicle Rules including the CMVR Type Approval of the Electric bus offered on or before prototype bus inspection.

21.2 Each State/UT may also carry out a centralized test trial of the prototype bus for each type of Bus (7m, 9m and 12m) demanded by those States under this RfP or it can refer the report submitted to MoHUA by the central agency. The test trial of prototype bus includes measurerements of its performance in terms of battery capacity, battery range as well to ensure the compatibility of the charging requirement of electric bus with subsisting bus schedule. In case of any non-compliance in the final prototype bus, remedial work shall be immediately carried out by the operator at its own risk and cost. In the event of operator not being able to showcase a prototype bus meeting RfP specification within 60 days beyond the stipulated date of prototype delivery, then, it shall be considered an event of default by the operator leading to annulment of the award of contract and termination of the agreement.

21.3 The Buses are required to be in compliance with the technical specifications as per Section 4 Volume 3 of this RfP.

21.4 **A detailed tentative timeline for the procurement is provided below:**

For 9m and 12 m Standard Floor/ Low Floor AC

S. No.	Details	Timeline	No. of days from LoA for delivery of buses
1	Bid Due Date **(T0)**	T0	
2	Completion of technical Evaluation **(T1)**	T0 + 7 Days	-
3	Opening of Financial Bids received by CESL **(T2)**	T1 + 7 Days	-
4	Price Matching **(T3)**	T2 + 7 Days	-
5	Sharing of prices with States and acknowledgement **(T4)**	T3 + 2 Days	-
6	Approval of Prices and Issuance of LoA by the Authority **(T5)**	T4 + 2 Week	-
7	Confirmation of OEM to CESL by the Selected Bidder	T5 + 2 Week	
8	Submission of performance security and signing of Concession agreement **(T6)**	T5 + 8 Weeks	-
9	Prototype testing and approval of the same (**T7**)	T6 + 6 weeks	-
10	Completion of conditions precedent and handover of depots by the STU/Authority **(T8)**	T6 + 16 Weeks	-
11	Fit-out works completion and delivery of min 40% Buses qty awarded in the LOA	T8 + 6 Weeks	210 days
12	Delivery of minimum 75% Buses qty awarded in the LOA	T8 + 18 Weeks	294 days
13	Delivery of 100% Buses qty awarded in the LOA	T8 + 30 Weeks	378 days

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

For 7m Standard Floor AC

S. No.	Details	Timeline	No. of days from LoA for delivery of buses
1	Bid Due Date **(T0)**	T0	
2	Completion of technical Evaluation **(T1)**	T0 + 7 Days	-
3	Opening of Financial Bids received by CESL **(T2)**	T1 + 7 Days	-
4	Price Matching **(T3)**	T2 + 7 Days	-
5	Sharing of prices with States and acknowledgement **(T4)**	T3 + 2 Days	-
6	Approval of Prices and Issuance of LoA by the Authority **(T5)**	T4 + 2 Week	-
7	Confirmation of OEM to CESL by the Selected Bidder	T5 + 2 Week	
8	Submission of performance security and signing of Concession agreement **(T6)**	T5 + 8 Weeks	-
9	Prototype testing and approval of the same **(T7)**	T6 + 16 weeks	-
10	Achievement of Appointed Date (Completion of conditions precedent and handover of depots by the STU/Authority) **(T8)**	T6 + 16 Weeks	-
11	Fit-out works completion and delivery of min 40% Buses qty awarded in the LOA	T8 + 20 Weeks	308 days
12	Delivery of minimum 75% Buses qty awarded in the LOA	T8 + 32 Weeks	392 days
13	Delivery of 100% Buses qty awarded in the LOA	T8 + 44 Weeks	476 days

22. GOVERNING LAW AND JURISDICTION

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

23. INDEMNITY

23.1 **CESL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;**

a) Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto.
b) Consult with any Bidder in order to receive clarification or further information.
c) Retain any information and/ or evidence submitted to CESL by, on behalf of, and/ or in relation to any Bidder; and/ or
d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

23.2 It is deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases CESL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from

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any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process, deployment, operation & maintenance of buses and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

24. INDIGENIZATION REQUIREMENT

Bidder should comply Phased Manufacturing Program (PMP) issued vide Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and Operational Guidelines for PM E-DRIVE Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable on the date of delivery of buses.

Bidder should also comply to Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29*th* September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable on the date of delivery.

Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure by MoP No. 12/2/2018-EV, dt. 17.09.2024 & 10.01.25 or as updated/applicable from time to time along with any latest guidelines issued by MoP on EV Chargers as applicable.

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

25. QUANTITY VARIATION

Bidders may note that the quantity of Buses awarded to them are subject to maximum **25% upward** variation (no downward variation is permitted) on Package quantity of each State/ UT.

The Quantity variation clause must be exercised by the State(s) within one year from the issuance of the Letter of Confirmation of Quantity. The demand for additional Buses will need to be approved by MoHUA and only the quantity of Buses eligible under PM-eBus Sewa scheme will be considered for quantity variation.

Furthermore, the demand for additional Buses may be from either an existing city under this tender or a new city identified by the State / UT and approved by MoHUA. However, the additional quantity of Buses to be supplied to any new city which is not part of this Tender document will be subject to mutual consent with the Selected Bidder.

Lastly, the additional quantity requested by State(s) / UTs from Package 1 will be restricted to the maximum quantity which does not vitiate inter-se position of L1 to L2 or L3 as the Selected Bidder due to weighted average method of L1 selection for Package 1.

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ANNEXURE A: PRICE BID FORMAT

(Produced here for illustration purpose: to be filled-up Online only)

Name of Work: Request for Proposal for Selection of bus operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and development of allied electric and civil infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3).

Package 1

1. Price Bid Format for Lot 1(Rajasthan)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
1	**9m Standard Floor AC-Type-I**	**INR/ km**	307		

2. Price Bid Format for Lot 2 (Telangana)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
2	**12m Standard Floor AC-Type-I**	**INR/ km**	151		

3. Price Bid Format for Lot 3 (Gujarat)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
3	**9m Standard Floor AC-Type-I**	**INR/ km**	220		

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4. Price Bid Format for Lot 4 (MP)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
4	**9m Standard Floor AC-Type-I**	**INR/ km**	390		

5. Price Bid Format for Lot 5 (AP)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
5	**9m Standard Floor AC-Type-I**	**INR/ km**	300		

6. Price Bid Format for Lot 6 (Chandigarh)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
6	**12m Standard Floor AC-Type-I**	**INR/ km**	158		
	9m Standard Floor AC-Type-I	**INR/ km**	170		

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7. Price Bid Format for Lot 7 (Karnataka)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
7	**9m Standard Floor AC-Type-I**	**INR/ km**	95		
	12m Standard Floor AC-Type-I	**INR/km**	390		
	12m Low Floor Bus	**INR/km**	265		

8. Price Bid Format for Lot 8 (Punjab)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
8	**9m Standard Floor AC-Type-I**	**INR/ km**	381		
	12m Standard Floor AC-Type-I	**INR/ km**	66		

9. Price Bid Format for Lot 9 (Goa)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
9	**9m Standard Floor AC-Type-I**	**INR/ km**	50		

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10. Price Bid Format for Lot 10 (Arunachal)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
10	**9m Standard Floor AC-Type-I**	**INR/ km**	30		

11. Price Bid Format for Lot 11 (DNH)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
11	**9m Standard Floor AC-Type-I**	**INR/ km**	50		

12. Price Bid Format for Lot 12 (Andaman)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
12	**9m Standard Floor AC-Type-I**	**INR/ km**	45		

13. Price Bid Format for Lot 13 (Himachal Pradesh)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
13	**9m Standard Floor AC-Type-I**	**INR/ km**	50		

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14. Price Bid Format for Lot 14 (Manipur)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
14	**9m Standard Floor AC-Type-I**	**INR/ km**	20		

15. Price Bid Format for Lot 15 (Kerala)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
15	**9m Standard Floor AC-Type-I**	**INR/ km**	13		
	12m Standard Floor AC-Type-I	**INR/ km**	280		

16. Price Bid Format for Lot 16 (J&K)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5
16	**7m Standard Floor AC-Type-I**	**INR/ km**	75		

17. Price Bid Format for Lot 17 (Ladakh)

Lot No.	Description of Bus	UoM	No. of Buses	Unit Rate (In INR) Exclusive of all Taxes	Unit Rate (In words) Exclusive of all Taxes
	1	2	3	4	5

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17	**7m Standard Floor AC-Type-I**	**INR/ km**	48		

18. Price Bid Format for Lot 18 (Arunachal)

Lot No.	**Description of Bus**	**UoM**	**No. of Buses**	**Unit Rate (In INR) Exclusive of all Taxes**	**Unit Rate (In words) Exclusive of all Taxes**
	1	2	3	4	5
18	**7m Standard Floor AC-Type-I**	**INR/ km**	20		

19. Price Bid Format for Lot 19 (Manipur)

Lot No.	**Description of Bus**	**UoM**	**No. of Buses**	**Unit Rate (In INR) Exclusive of all Taxes**	**Unit Rate (In words) Exclusive of all Taxes**
	1	2	3	4	5
19	**7m Standard Floor AC-Type-I**	**INR/ km**	30		

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20. <u>Notes applicable to above Table:</u>

Quoted base price per km (in INR) to be exclusive of all Taxes (IGST/CGST/SGST/UGST, etc).

1. Prices once quoted shall remain firm and shall not be subjected to any escalation other than in accordance with the provisions of this RfP.
2. Deposit of all statutory taxes, duties, levies etc. to government authorities shall be the sole responsibility of the Selected Bidder and the Selected Bidder shall indemnify CESL and the Authority for any tax claims, litigations, notices, etc. issued by the statutory /Government or State authorities. However, any taxes on GCC Unit Rate will have to be borne by the Authority, if any.
3. I/we have read all the terms and conditions of the RfP and agree to accept and abide by the same in total. The above quotation has been prepared after taking into account all the terms and conditions of the Tender/IFB/NIT.

(SEAL)

Dated

Signature of Tenderer or their Authorized representative

Name and Address of Tenderer:

…….. Phone no……..

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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ANNEXURE B: CITY-WISE DEMAND

Accordingly, under Tender-3, a total of **3,604 e-buses** are proposed to be deployed across **17 States/UTs** covering **45** cities. The details of buses proposed under Tender-3 are as follows:

State/UT	City	12m	9m	7m	City wise Total	State wise Total
Rajasthan	Bikaner	-	50	-	50	307
	Sikar	-	50	-	50	
	Jaipur	-	132	-	132	
	Alwar	-	50	-	50	
	Jodhpur	-	25	-	25	
Telangana	Warangal	100	-	-	100	151
	Nizamabad	51	-	-	51	
Gujarat	Gandhidham	-	80	-	80	220
	Navsari	-	20	-	20	
	Vadodara	-	120	-	120	
Andhra Pradesh	Tirupati	-	300	-	300	300
Chandigarh	Chandigarh	158*	170	-	328	328
Karnataka	Belagavi	100	-	-	100	750
	Hubballi-Dharwad	100	-	-	100	
	Kalaburagi	85*	15	-	100	
	Mangaluru	70	30	-	100	
	Mysore	100*	-	-	100	
	Bellary	40*	10	-	50	
	Vijayapura	40*	10	-	50	
	Davanagere	40	10	-	50	
	Shivamogga	40	10	-	50	
	Tumakuru	40	10	-	50	
Jammu and Kashmir	Jammu	-	-	75	75	75
Punjab	Amritsar	50	50	-	100	447
	Jalandhar	16	81	-	97	
	Ludhiana	-	100	-	100	
	Patiala	-	50	-	50	
	SAS Nagar (cluster)	-	100	-	100	
Ladakh	Leh	-		48	48	48
Goa	Panaji	-	50	-	50	50
Arunachal Pradesh	Itanagar	-	30	20	50	50
Dadra & Nagar Haveli and Daman & Diu	Daman	-	50	-	50	50
Andaman & Nicobar Islands	Port Blair (Sri Vijaya Puram)	-	45	-	45	45
Himachal Pradesh	Dharmshala	-	25	-	25	50
	Shimla	-	25	-	25	
Manipur	Imphal	-	20	30	50	50

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Madhya Pradesh	Indore	-	120	-	120	390
	Bhopal	-	95	-	95	
	Jabalpur	-	100	-	100	
	Satna	-	20	-	20	
	Dewas	-	55	-	55	
Kerala	Kollam	50	-	-	50	293
	Kochi	80	13		93	
	Thrissur	100	-	-	100	
	Kozhikode	50	-	-	50	
17 States/UTs	**45 Cities**	**1310**	**2121**	**173**	**3604**	**3604**

** Low Floor Buses*

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ANNEXURE C: DEPOT DETAILS

Tender-III Depot Details						
State/ UT	**City**	**No. of Buses**	**Depot name/Address**	**Depot Location (Latitude, Longitude)**	**Depot Area (Acres)/ Bus Capacity**	**Depot Readiness (BR/GR)**
Rajasthan	Bikaner	50	Yet to finalize location	TBD	-	-
	Sikar	50	Yet to finalize location	TBD	-	-
	Jaipur	132	Bagrana	26° 53' 6.8352" N, 75° 55' 58.4184" E	6.25/150	Brownfield
	Jaipur		Todi	27° 17' 53.0916" N, 75° 58' 42.456" E	4.94/150	Brownfield
	Alwar	50	Yet to finalize location	TBD	-	-
	Jodhpur	25	Yet to finalize location	TBD	-	-
Telangana	Warangal	50	Hanumakonda	TBD	-	Brownfield
	Warangal	50	ZSTC	TBD	-	Greenfield
	Nizamabad	51	Nizamabad-3	TBD	-	Greenfield
Gujarat	Gandhidham	80				
	Navsari	20	Yet to finalize location	TBD	-	-
	Vadodara	120	Yet to finalize location	TBD	-	-
Andhra Pradesh	Tirupati	50	Mangalam	13°39'19.1"N 79°28'08.2"E	2.24	Greenfield
	Tirupati	50	Puttur	13°26'06.5"N 79°33'07.8"E	2.82	Greenfield
	Tirupati	100	Srikalahasti	13°45'05.9"N 79°42'28.8"E	3.38	Brownfield
	Tirupati	100	Tirumala	13°40'59.3"N 79°21'17.1"E	5	Greenfield
Chandigarh	Chandigarh	328				
Karnataka	Belagavi	100	Depot No. 2	15°51'48.86"N, 74°31'16.57"E	4.46	Brownfield
	Hubballi-Dharwad	100	New EV Depot RWS	15°21'1.00"N, 75° 7'14.80"E	5.05	Greenfield
	Kalaburagi	100	Depot No. 4	17°19'49.40"N, 76°49'17.26"E	5.04	Brownfield
	Mangaluru	50	Depot-3	12°53'54.05"N, 74°50'34.89"E	2.73	Greenfield
	Mangaluru	50	Mudipu	12°47'39.72"N, 74°58'31.07"E	3.45	Greenfield
	Mysuru	100	Bannimantapa	12°20'13.90"N, 76°39'5.00"E	4.68	Greenfield
	Bellary	50	NEKRTC Depot 3	15° 9'16.55"N, 76°55'13.46"E	3.42	Brownfield
	Vijayapura	50	Depot No. 4	16°49'54.29"N, 75°41'59.78"E	3.36	Greenfield
	Davanagere	50	EV Depot	14°25'32.98"N, 75°56'22.35"E	3.19	Greenfield
	Shivamogga	50	Bhadravathi	13°51'5.18"N, 75°41'52.52"E	3.61	Brownfield
	Tumakuru	50	KSRTC Depot	13°20'33.60"N, 77° 5'57.02"E	3.78	Brownfield
Jammu and Kashmir	Jammu	75				
Punjab	Amritsar	60	Mall Mandi			
	Amritsar	40	BRTS Verka Depot	31.65301, 74.9281		Brownfield
	Jalandhar	55	Lamba Pind	31°20'56.01"N, 75°36'7.94"E		Brownfield

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	Jalandhar	42	MCJ Central Town	31°19'27.50"N, 75°34'56.57"E		Greenfield
	Ludhiana	50	Ghora Road	30°53'56.14N, 75°52'44.57"E		Greenfield
	Ludhiana	50	Hambran Road	30.9182841, 75.7987852		Brownfield
	Patiala	50	Near Kedarnath Mandir	30.331511, 76.418886		Greenfield
	SAS Nagar (cluster)	100	Sector 65-A Mohali			
Ladakh	Leh	48				
Goa	Panaji	50	Kadamba Bus Depot Porvorim, Porvorim, Salvador do Mundo, Bardez	15.5380 N, 73.8311 E	2.17	Greenfield
Arunachal Pradesh	Itanagar	50	Banderdewa, E-244, Road, Tapik Colony, Bandardewa,791110	27.121135, 93.782676	3	Greenfield
Dadra & Nagar Haveli and Daman & Diu	Daman	50	Yet to finalize location	TBD	-	-
Andaman & Nicobar Islands	Port Blair/(Sri Vijaya Puram)	45	Yet to finalize location	TBD	-	-
Himachal Pradesh	Dharmshala	25	Yet to finalize location	TBD	-	-
	Shimla	25	Yet to finalize location	TBD	-	-
Manipur	Imphal	50	Manipur State Road Transport Corporation (MSRTC) Depot	24.79617N, 93.94090E	0.9469	Greenfield
Madhya Pradesh	Indore	120	Land Near Agriculture College	22°42'39.96"N 75°53'23.36"E	5.04	Greenfield
	Bhopal	95	Yet to finalize location	-	-	-
	Jabalpur	100	Yet to finalize location	-	-	-
	Satna	20	Yet to finalize location	-	-	-
	Dewas	55	Dewas Depot	22°57'37.54"N 76° 5'19.58"E	4.8	Greenfield
Kerala	Kochi	93	Yet to finalize location	NA	-	-
	Kollam	50	Yet to finalize location	NA	-	-
	Thrissur	100	Yet to finalize location	NA	-	-
	Kozhikode	50	Yet to finalize location	NA	-	-

**Please note that the depot details are tentative and are based on information shared by the cities. The location of these depots might change.*

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ANNEXURE D: LIST OF APPLICABLE LAWS

1. Guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020
2. Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020
3. Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II)-Part(4) (Vol.II) date: 19th July. 2024, or any latest revision issued from time to time.
4. MeitY Circular No.1(10)/2017-CLES dated 06.12.2019
5. Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.
6. Restriction on public procurement from bidders of certain countries as per the Office Memorandum issued by Department of Expenditure dated 25 August 2023
7. Order for Public Procurement no. 4: F-7/10/2021-PPD (1) dt. 23.02.2023
8. Battery Waste Management Rules (2022) and the E-waste (Management) Rules as amended from time to time.
9. Any other relevant law modified from time to time that may be applicable to this RfP Volume 1
10. Guidelines for Installation and Operation of Electric Vehicle Charging Infrastructure-2024 No. 12/2/2018-EV dated 17th September 2024 issued by Ministry of Power, Government of India, as amended from time to time.
11. PM E-DRIVE Scheme Gazette notification and Guidelines issued by Ministry of Heavy Industries (MHI) on 29th September 2024 SO.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme including Phased Manufacturing Program (PMP) for EV public charging stations as amended from time to time.
12. Gazette notification on Phased Manufacturing Program (PMP) issued vide S.O. 1078(E) dated 03 March 2025 under PM E-DRIVE as amended from time to time.
13. Guidelines issued in Gazette Notification as notified on 28th October 2024 S.O. 4711(E)- PM-eBus Sewa-Payment Security Mechanism (PSM) scheme for Procurement and Operation of Electric Buses.

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ANNEXURE E**: BIDDER AFFIDAVIT**

(to be submitted by the Bidder)

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

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

a) Ensure that the OEM supplying the Buses under the Concession Agreement has not been blacklisted or barred from carrying out its business by any Regulator / Government Authority/Court of Law, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad till the delivery of the Buses.

b) Ensure that the OEM supplying the Buses will manufacture and Supply the Electric Buses as per the specifications provided in "Technical Specifications for Type-I Buses" listed in Section 4 Volume 3 of the PM-eBus Sewa (Tender 3) document.

c) Ensure that the Type approval and Homologation certificate has been provided, for the Buses being supplied to the Authority under the Agreement.

d) Ensure that we will provide CESL a written confirmation confirming the name of the OEM that will supply the Buses under the Concession Agreement within 15 days of receipt of LOA from the Authority. Further, we will ensure that the OEM supplying the Buses should meet the following conditions:

   1. The OEM should have regularly, starting 01st April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses ; and
   2. The OEM should have manufactured and supplied at least 25 'Electric Buses' in India in at least one of the last five financial years' or in the current financial year; and
   3. The OEM must have an annual capacity to manufacture and supply at least 500 Electric Buses prior to the Bid Due Date. The manufacturing facility must be in India.

e) Ensure that the Product warranty undertaking and the Comprehensive Annual Maintenance Agreement is executed as per Schedule W and Schedule Z respectively of the Concession Agreement. Additionally, we will ensure that both these agreements are counter-signed by us, the Operator.

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

g) We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoCQ / Concession Agreement (if executed) would stand rejected / recalled / terminated, as the case may be and CESL will have a right to forfeit our Bid security or the PBG amount (as the case may be).

…….

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

…….. (Signature of Notary Public)

Place: ……

Date: ……

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Volume 2 – Concession Agreement

Procurement, Supply, Operation and Maintenance Of Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under

PM-eBus Sewa III
(Tender 3)

CONCESSION AGREEMENT

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1. Part I Preliminary

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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

CONCESSION AGREEMENT

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

BETWEEN

1 **THE [MUNICIPAL ADMINISTRATION] OF** [•] represented by [•], and having its offices at [•] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One **Part**;

AND

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

WHEREAS:

(A) Ministry of Housing and Urban Affair ("MoHUA"), Government of India has approved the PM-eBus Sewa scheme on 16th August 2023. The scheme aims to augment urban bus operations with central assistance of 20,000 crores for deploying 10,000 electric buses - underscoring India's commitment to fostering sustainable transport solutions to achieve our decarbonisation ambitions. Further, under this scheme MoHUA aggregated the demand from 17 States/ UTs of 3,604 Buses.

(B) Convergence Energy Services Ltd ("CESL") is appointed as the centralized tendering agency under this scheme. In response to the demand aggregated by MoHUA, CESL floated a tender "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 buses" (the "**Request for Proposal**" or "**RFP**") to Bidders for undertaking the Project on date ……, 20….

(C) After evaluation of the bids received, CESL accepted the bid of the {Selected Bidder/ Consortium} (the "**Selected Bidder**") for the city of [●] and communicated the same to the Authority.

(D) Authority issued a Letter of Award No. …….. dated ……. (hereinafter called the "**LOA**") to the Selected Bidder requiring, *inter alia*, the execution of this Agreement within [●] days of the date of issue thereof.

[1] The provisions in curly parenthesis and blank spaces shall be retained in the draft Agreement and shall be suitably modified/ filled after completion of the bid process to reflect the particulars relating to the Selected Bidder and other post-bid particulars.

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

(E) Pursuant to the issuance of LOA by Authority, the Selected Bidder shall be designated as the Operator. In case, the Selected Bidder proposes to form a SPV in accordance with the provisions of the RfP, such SPV shall be incorporated as a private limited company under the Companies Act, 2013 and designated as the Operator which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement for undertaking the Project.

(F) (to be added only if the SPV of the Selected Bidder is signing the Concession Agreement) By its letter dated ……., the Operator has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Authority has agreed to the said request of the Operator, has accordingly agreed to enter into this Agreement with the Operator for Supply, Operation and Maintenance of Buses, subject to and on the terms and conditions set forth hereinafter.

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

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SERVICES LIMITED, C=IN
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ARTICLE-1 : DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

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

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

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

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

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

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(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

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

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

(j) any reference to a day shall mean a reference to a calendar day;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

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

(a) this Agreement; and

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

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

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

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

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

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

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

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

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2. Part II Scope of the Agreement

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ARTICLE-2 : SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

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

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

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

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

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

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ARTICLE-3 : AWARD OF CONCESSION

3.1 The Concession

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

(i) falling 12 (twelve) years for Type-I bus services after the Scheduled COD; or
(ii) on which average utilisation of: 10,00,000 km for all 7m, 9m and 12 m Buses, whichever is earlier, and the Operator hereby accepts the Concession and agrees to implement the same as its obligation subject to and in accordance with the terms and conditions set forth herein.

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

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

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

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

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

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

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

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

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

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ARTICLE-4 : CONDITIONS PRECEDENT

4.1 Conditions Precedent

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

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

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

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

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

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

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

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

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

(a) executed the Escrow Agreement;

(b) executed the Substitution Agreement;

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

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

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

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

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

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

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

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

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

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

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within 16 weeks from the date of this Agreement and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing, at least once a month on the progress made in satisfying the Conditions Precedent and expected date of complying with all Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

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

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

4.2 Satisfaction of the Conditions Precedent

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

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

(i) a Force Majeure Event;

(ii) a Change in Law;

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

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

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

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

4.3 Damages for delay by the Authority

(a) In the event that the Authority does not procure fulfilment or waiver of the Conditions Precedent set forth in Clause 4.1.2 by the Scheduled CP Satisfaction Date (as the same may be extended in accordance with the provisions of Clause 4.2(b) above), or, within the time period specified for the fulfilment of such Condition Precedent, the Authority shall pay to the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay beyond the Scheduled CP Satisfaction Date until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security. If the Authority delays in fulfilling its Conditions Precedent such that the cap on Damages set out herein is breached, then the Authority may continue to pay the Operator Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each additional day's delay and if the Authority fails to pay such Damages, the Operator may, in its sole

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discretion, terminate the Agreement. Provided that in the event of a delay by the Operator in procuring fulfilment of any of its Conditions Precedent specified in Clause 4.1.3 and where such delay impacts the Authority's ability to fulfil any of its Conditions Precedents, no Damages shall be due or payable by the Authority under this Clause 4.3 until the date on which the Operator shall have procured fulfilment of the relevant Conditions Precedent specified in Clause 4.1.3.

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

4.4 Damages for delay by the Operator

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

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

4.5 Deemed Termination upon delay

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

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

ARTICLE-5 : OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

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

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

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

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

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

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

5.1.7 The Operator shall ensure that they have a minimum of 1 no. of Maintenance Vehicle ("Break Van") for each lot of 50 Buses or lower. This Break Van should be available at the Depot for servicing or towing any Bus that has a breakdown during normal course of operations.

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

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5.1.9 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Operator shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice.

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

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

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

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

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

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

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

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

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

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(h) always act in a manner consistent with the provisions of this Agreement and not omit or cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be violative of any of the provisions of this Agreement;

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

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

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

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

5.2 Obligations relating to Project Agreements

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

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

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

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5.2.4 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on the Depot Sites, without prior written approval of the Authority, which approval the Authority shall not unreasonably withhold or delay unless, such sub-lease, sub-license, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement or Applicable Laws.

5.2.5 The Operator shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Operator in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality subject to the Operator issuing a notice of reminder to the Authority at least 15 (fifteen) days prior to the expiry of the aforesaid 90 (ninety) day period. The Operator expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

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

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

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

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

5.3 Obligations relating to Change in Ownership

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

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

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

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

shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Operator, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Operator without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority pursuant to this Clause 5.3.2 hereunder shall be limited to a national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Operator from any liability or obligation under this Agreement. It is further agreed that in the event of any acquisition of shares or control in the Selected Bidder (or Lead Member in case of a consortium) or its holding company by another entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.

For the purposes of this Clause 5.3.2:

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

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or

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companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and

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

5.4 Obligations relating to employment of foreign nationals

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

5.5 Obligations relating to employment of personnel

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

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

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

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

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(a) persists in any misconduct;

(b) is incompetent or negligent in the performance of his duties;

(c) fails to conform with any provisions of this Agreement; or

(d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public,

in each case, subject to provision of reasonable evidence.

5.5.5 The Operator shall be solely and exclusively responsible for all drivers, employees, workforce, personnel and staff employed or contracted for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision to (i) provide Bus Service in a safe and efficient manner to the public; and (ii) carry out all other obligations of the Operator as set out in this Agreement. Provided however the Authority shall not be liable for payment of any sum or give compensation for any claim (including but not limited to compensation on account of death/ injury/ termination) of such nature to such foregoing personnel and staff of the Operator at any point of time during the Contract Period or thereafter; the Operator undertakes to hold harmless and keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons or any third party.

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

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

5.5.8 The Operator shall make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement by exercising appropriate supervision and control;

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

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5.6 Advertisement and Branding of Buses

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

5.7 Obligations regarding risk of loss or damage

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

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

5.8 Obligations relating to information

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

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

5.9 Obligations relating to aesthetic quality

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

5.10 Obligations relating to noise control

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

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5.11 Facilities for physically challenged and elderly persons

The Operator shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Buses. To the extent that Good Industry Practices require the implementation of higher standards than those set out by the Ministry of Social Justice and Empowerment, or a substitute thereof, the Operator shall adhere to such higher standards.

5.12 Obligations relating to Charging Infrastructure

The Operator agrees that it shall procure, construct, install and provide the Charging Infrastructure at the Maintenance Depots such that each Maintenance Depot is capable of Overnight Charging a minimum 50 (fifty) Buses and opportunity charging of Buses at mutually identified locations (Maintenance depot, Terminal, etc.,) for a maximum period of 45 (forty five) minutes in accordance with the Deployment Plan. The Operator agrees that it shall ensure that the Charging Infrastructure are used only for the purpose of charging of Buses and no other purpose whatsoever.

5.13 Obligations relating to appointment of Drivers and Staff

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

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

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

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

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

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

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

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

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

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

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

   i Persists in any misconduct,

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

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

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

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

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

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

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

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

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

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

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

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

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

5.14 Obligations of the Operator under Labour codes and Rules

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

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

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

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

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

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ARTICLE-6 : OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) The depot pavement shall be concretized or blacktopped.

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

d) Civil infrastructure facilities that include security booths, office with adequate space, first-aid facility and rest room, canteen, spare parts store, Effluent treatment plant (ETP), Street light, depot yard lighting, septic tank, workshop sheds (for washing facilities, maintenance / service pits @ 2 pits per 50 buses).

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

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ARTICLE-7 : REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Operator

The Operator represents and warrants to the Authority that:

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

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

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

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

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

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

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

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

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

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

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(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the {Selected Bidder/ Consortium Members}, together with {its/their} Associates, shall hold not less than 51% (fifty one per cent) of its issued and paid up Equity till the completion of 2 years from COD and 26% of its issued and paid up Equity thereafter; and that no Member of the Consortium whose technical capacity was evaluated for the purposes of selection in response to the Request for Proposal, shall cumulatively hold less than 26% (twenty six per cent) of the issued and paid up Equity till the expiry of the Contract Period.

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

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

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

(o) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

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

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

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Operator that:

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

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

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

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

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

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

(g) it has good and valid right to the Depot Sites and Maintenance Depots, and has power and authority to grant a licence, in respect thereto to the Operator;

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

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

7.3 Disclosure

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

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ARTICLE-8 : DISCLAIMER

8.1 Disclaimer

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

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

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

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

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

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3. Part III Development and Operations

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ARTICLE-9 : PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Operator shall, for the performance of its obligations hereunder till expiry of the Contract Period, provide to the Authority, on or prior to, the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [**** (Rupees *******)][3] in the form set forth in Schedule-D (the "**Performance Security**"). Until such time the Performance Security is provided by the Operator pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Operator.

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

9.2 Appropriation of Performance Security

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

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

9.3 Release of Performance Security

9.3.1 The Performance Security shall remain in force and effect during the Contract Period and shall be returned in four equivalent installment after every 3 years from the date of COD or upon Termination of this Agreement due to an Authority Default within 120 (one hundred and twenty) days of the Termination Date, without any interest, subject to any deductions which may be made by the Authority in respect of any amounts due and payable by the Operator to the Authority in accordance with the terms of this Agreement.

9.3.2 If the Performance Security is scheduled to expire before the end of the release period as per 9.3.1, then the Operator shall obtain an extension of the Performance Security or furnish a new Performance Security in the form set forth in Schedule-D at least 30 (thirty) days prior to the

[3] Calculated at approximately 3% (Three per cent) of the Total Project Cost.

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expiry of the Performance Security. If the Operator fails to extend or replace the Performance Security, the Authority shall be entitled to claim the entire amount then available under the Performance Security and retain such amount as a cash security until such time as the Operator submits an extension or replacement of the Performance Security to the satisfaction of the Authority.

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ARTICLE-10 : RIGHT OF WAY FOR DEPOTS

10.1 Site for the Maintenance Depots

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

10.2 Licence and Right of Way for Maintenance Depots

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

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

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

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

(a) the Maintenance Depot situated at {****}; and

(b) the Maintenance Depot situated at {***}.[4]

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

[4] **Drafting Note** – List of Maintenance Depots being handed over by the Authority prior to the Appointed Date to be finalized and populated at the time of signing.

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

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

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

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

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

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

10.2.9 The Operator hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Operator, a transfer or surrender of the license granted/ to be granted hereunder at any time after the Contract Period has expired or has been terminated earlier in terms hereof, sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Operator consents to it being registered for this purpose.

10.3 Handover of the Licensed Premises

10.3.1 For each Maintenance Depot that is to be handed over to the Operator pursuant to the terms of this Agreement, after the Appointed Date, the Authority's Representative and the Operator shall,

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on a mutually agreed date and time, inspect the Licensed Premises and prepare a memorandum containing an inventory of the Licensed Premises including the vacant and unencumbered land, buildings, structures, road works and trees on or attached to the Licensed Premises. Such memorandum shall have appended thereto a statement (the "**Appendix**") specifying in reasonable detail those parts of the Licensed Premises to which vacant possession has not been granted to the Operator. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Operator for free and unrestricted use and development of the vacant and unencumbered Licensed Premises during the Contract Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that possession with respect to the parts of the Licensed Premises as set forth in the Appendix shall be deemed to have been granted to the Operator upon vacant access thereto being provided by the Authority to the Operator.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that the Authority shall have granted vacant possession and Right of Way to the Licensed Premises such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Licensed Premises or such area as maybe mutually decided between the parties. and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 21.1.1.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Operator shall maintain a round-the-clock vigil over the Licensed Premises and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Operator shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

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

10.3.5 The Operator may, if so requested by the Authority, procure on behalf of the Authority, on the terms and to the extent specified by the Authority, the additional land required for ancillary buildings or for construction of works specified in any Change of Scope Order issued under Article 15, in accordance with this Agreement and upon procurement, such land shall form part of the Licensed Premises and vest in the Authority; provided that the Operator may, by notice given to the Authority no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Authority to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Authority shall take all such steps as may be reasonably necessary for such land acquisition forthwith. Provided further that the cost of land acquired under this Clause 10.3.5 shall be borne by the Authority in accordance with Applicable Laws and that the land to be acquired by the Authority hereunder as a part of the Licensed Premises shall be deemed to be included in the

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Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the ancillary buildings, electric sub-stations and approach roads thereof shall conform to the provisions of Schedule-A. It is further agreed that the Authority may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.4 Maintenance Depot to be free from Encumbrances

The Maintenance Depots made available by the Authority to the Operator pursuant hereto shall be free from all Encumbrances and occupations and without the Operator being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, development, possession and use of such Licensed Premises for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement.

10.5 Protection of Site from encroachments

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

10.6 Access to the Authority

The licence, Right of Way and right to the Licensed Premises granted to the Operator hereunder shall always be subject to the right of access of the Authority and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.7 Geological and archaeological finds

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

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10.8 Felling of trees

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

10.9 Unforeseen Site Conditions

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

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ARTICLE-11 : UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Operator shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Depot Site(s) are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Operator, initiate and undertake at its cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

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

11.3 New utilities and transport systems

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

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ARTICLE-12 : COMPLETION OF THE MAINTENANCE DEPOTS

12.1 Road Connectivity

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

12.2 Obligations prior to commencement of construction

Prior to commencement of the Fit Out Works, the Operator shall:

(a) submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Fit Out Works at the Maintenance Depots (including installation of the Charging Infrastructure);

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of the Fit Out Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

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

12.3 Maintenance during Fit Out Period

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

12.4 Drawings

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

(a) The Operator shall prepare and submit, with reasonable promptness, 3 (three) copies each of all Drawings to the Authority for review.

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(b) By submitting the Drawings for review to the Authority, the Operator shall be deemed to have represented that it has determined and verified that the design and engineering of the Fit Out Works, including the field construction criteria related thereto, are in conformity with the Scope of the Agreement, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Operator with particular reference to their conformity or otherwise with the Scope of the Agreement and the Specifications and Standards. The Operator shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue the Fit Out Works at its own discretion and risk. However, if the Authority fails to provide its observations on the Drawings submitted by the Operator within 30 (thirty) days of receipt of such Drawings, the Drawings shall be deemed to be approved subject to the Operator issuing a notice of reminder to the Authority at least 7 (seven) days prior to the expiry of the aforesaid 30 (thirty) day period.

(d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Agreement or the Specifications and Standards, such Drawings shall be revised by the Operator and resubmitted to the Authority for review. The Authority shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.

(e) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

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

12.5 Completion of the Maintenance Depots

12.5.1 On and from the date on which the Authority hands over possession of each of the Maintenance Depots to the Operator pursuant to Clause 10.2.4, 10.2.5 or 10.2.6, as the case may be, the Operator shall undertake the Fit Out Works for such Maintenance Depot in conformity with the Specifications and Standards set forth in Schedule-B. Subject to Clause 10.2.6, the Operator shall complete the Fit Out Works within 6 weeks for 9m and 12 m Buses and 20 weeks for 7m Buses, from the date on which each Maintenance Depot is handed over by the Authority pursuant to Clause 10.2.4 and 10.2.5 (each date the "**Scheduled Maintenance Depot Completion Date**") .

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12.5.2 In the event that the Operator fails to complete the Fit Out Works by the Scheduled Maintenance Depot Completion Date (as may be extended in accordance with the terms of this Agreement), unless such failure has occurred due to a Delay Event, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security per bus times the number of buses allocated to the specific depot for each day of delay until the Fit Out Works are completed and the relevant Maintenance Depot is ready to be put into commercial operation. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

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

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

12.6 Extension of Time

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

12.6.2 The Operator shall promptly provide the Authority with:

a notice upon becoming aware of any Delay Event; and

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

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

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

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

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

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

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

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

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ARTICLE-13 : PROCUREMENT OF BUSES

13.1 Standards and Specifications

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

13.2 Ownership of Buses

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

13.3 Delivery Schedule

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

13.4 Prototype

13.4.1 The Operator shall, within 30 (thirty) days (for 12m and 9m bus) and within 60 days (for 7m bus) from the date of issuance of LOA, provide to the Authority (or any nominee appointed by it for this purpose) 5 (five) copies of the Designs and Drawings (along with soft copies) of a sample Bus that conforms to the Specifications and Standards (the "**Prototype**"), as specified in Schedule-F. Provided that the Operator may, share only the details of the layout of the Prototype and not share any propriety information forming part of Designs and Drawings of the Prototype.

13.4.2 The Authority, or any independent third party agency appointed by the Authority for this purpose, shall depute a team of experts for undertaking a review of the Designs and Drawings to ensure compliance with the requirements of this Agreement. Based on the review, the Authority (or its nominee) shall prepare and submit a report (the "**Design Report**") highlighting therein, amongst other aspects, any specific non-compliances in the Designs and Drawings with the requirements of this Agreement. The Authority (or its nominee) shall submit a copy of the Design Report to the Operator within 15 (fifteen) days from the date of receiving the Designs

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and Drawings of the Prototype from the Operator. It is agreed that any failure or omission of the Authority, or its nominee, to review and/ or comment on the Designs and Drawings or to highlight any deficiency therein shall not be construed or deemed as acceptance of any such Designs and Drawings by the Authority, or its nominee (if any) and, notwithstanding anything to the contrary, the Operator acknowledges and agrees that it is the sole responsibility of the Operator to ensure that the Designs and Drawings are fully in compliance with the requirements of this Agreement.

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

13.5 Tests at Manufacturer's Plant

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

13.5.2 The Operator shall, with at least 2 (two) weeks' notice to MoHUA, convey the date, schedule and type of tests that shall be conducted on the Prototype at the manufacturer's plant and the central testing agency nominated by MoHUA shall have the right to witness the tests. It is clarified that all costs incurred on account of the visit of central testing agency to the manufacturer's plant shall be borne by the Operator. Each State may also carry out a centralized test trial of the prototype bus for each type of Bus (7m, 9m and 12m) demanded by the Authority in those States or it can refer the report submitted to MoHUA by the central testing agency.

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

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the tests carried out on the Prototype are fully in compliance with the requirements of this Agreement.

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

13.6 Supply of Prototype

13.6.1 The Operator shall, no later than 6 weeks (for 12m and 9m buses) and 16 weeks (for 7m bus) after the execution of this Agreement, procure and deliver a Prototype and demonstrate to the central testing agency nominated by MoHUA, the tests and trials conducted in accordance with the provisions of Clause 13.5.

13.6.2 In the event that the Operator fails to procure the Prototype within the period specified in Clause 13.6.1, the Authority may recover from the Operator an amount equal to 0.5% (zero point five per cent) of the Performance Security as Damages for each and every week, or part thereof, by which the delivery of the Prototype is delayed; provided that such Damages shall not exceed 10% (ten per cent) of the Performance Security.

13.7 Acceptance of Prototypes

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

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

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13.8 Procurement of Buses

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

13.9 Delay in Procurement

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

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

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

13.10 Readiness for Commencement of Service

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

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

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

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

(d) payment of all applicable Taxes;

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

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

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

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

13.11 Damage due to accident

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

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

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

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

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ARTICLE-14 : ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection by the Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.3 Damages for delay

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

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ARTICLE-15 : CHANGE OF SCOPE

15.1 Change of Scope

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

15.1.2 If the Operator determines at any time that a Change of Scope is necessary for providing safer and improved services, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 30 (thirty) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope, as the case may be.

15.2 Procedure for Change of Scope

15.2.1 In the event that the Authority determines that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

15.2.2 Upon receipt of a Change of Scope Notice, the Operator shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the time required for completing the Fit Out Works and the Delivery Schedule, if the Change of Scope is required to be carried prior to COD; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with Good Industry Practice.

15.2.3 Upon receipt of information set forth in Clause 15.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Operator

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to proceed with the performance thereof pending resolution of the Dispute in accordance with the Dispute Resolution Procedure.

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

15.3 Payment for Change of Scope

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

15.3.2 The Operator shall, after commencement of work, present to the Authority bills for payment in respect of the works and services in progress or completed works and services, as the case may be, supported by such Documentation as is reasonably sufficient for the Authority to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Authority shall disburse to the Operator such amounts and after making a proportionate deduction for the advance payment made hereunder. In the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

15.3.3 Notwithstanding anything to the contrary contained in Clause 15.3.1 and 15.3.2, all costs arising out of any Change of Scope Order, other than those agreed as a part of the Change of Scope Order, shall be borne by the Operator.

15.4 Restrictions on certain works

15.4.1 Notwithstanding anything to the contrary contained in this Article 15, the Authority shall not require the Operator to undertake any works or services if such works or services are likely to delay the procurement and deployment of the Buses in accordance with the requirements of this Agreement; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be taken into account for purposes of determining completion of the Maintenance Depot.

15.4.2 Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all Change of Scope Orders for provision of works and services shall not exceed 5% (five percent) of the Total Project Cost during the Contract Period.

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

ARTICLE-16 : OPERATION OF BUSES

16.1 Operations of Buses

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

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

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

16.2 Maintenance Depots

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

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

16.3 Operation Manual

16.3.1 The Operator shall prepare an operation manual (the "**Operation Manual**") for the operation of Buses in conformity with Good Industry Practice and the provisions of this Article 16. The Operator shall provide 10 (ten) copies of a provisional operation manual (the "**Provisional Operation Manual**") to the Authority no later than the date on which the Prototype is delivered pursuant to Clause 13.6. The Authority may review the Provisional Operation Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Operation Manual, as may be

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necessary, and provide 10 (ten) copies of the Operation Manual, accompanied by an electronic copy thereof, no later than the 15 (fifteen) days from the date on which it receives any comments from the Authority. The Operation Manual shall be revised and updated once every year and the provisions of this Clause 16.3 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Authority and the Operator expressly agree that until the Operation Manual is provided hereunder, the Provisional Operation Manual shall apply.

16.3.2 The Operation Manual shall include:

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

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

(c) dos and don'ts for operating staff;

(d) safety precautions to be taken by the operating staff;

(e) rating and layout of equipment;

(f) operating limits of installed systems; and

(g) control and safety features of the Buses.

16.4 Routes and Schedules

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

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

16.4.3 Subject to the requirements set out in Clause 16.4.2 and this Clause 16.4.3, the Authority may change an Operational Route any number of times. However, the Authority shall not change any

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Operational Route (involving a change of the origin, destination or opportunity charging locations) more than [] times in a Contract Year per Bus to ensure operational efficiencies.

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

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

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

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

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

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

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

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

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

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16.5 Deployment Plan

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

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

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

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

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

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

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

16.5.7 If, based on the operations of the Buses and the data collected from the ITS, there are delays in completing Bus trips for a continuous period of 1 (one) month, and such delays are not a result of a breach by the Operator of its obligations under this Agreement, the Authority may, in its sole

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discretion, review and revise the Deployment Plan with a view making such changes as may be required in order to eliminate such delays.

16.5.8 Notwithstanding anything to the contrary contained herein, the Parties agree that any amendment to the Operational Routes or the Deployment Plan shall not reduce the Monthly Assured Bus Kilometers and the Operator shall continue to be paid the Fee calculated in accordance with Article 22.

16.6 Incidents En-Route

16.6.1 In case of a Breakdown of a Bus during normal course of Operations, the Operator shall immediately inform the Control Centre and its maintenance team whereupon the Operator shall ensure speedy tow-away of the affected Bus within 1 (one) hour of the Breakdown. The Operator shall as soon as is reasonable practicable, provide a replacement Bus to complete the route after such breakdown, or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimise inconvenience to the Users, failing which it will be deemed as an Operator Default and the Operator shall be liable to pay Damages of 20 kms deduction per instance. In case bus is not repaired or towed away from the break down spot within a period of 1 (one) hour, Operator shall be liable to pay additional damages of deduction of 20 kms per each additional hour.

16.6.2 The Operator shall ensure regular communication with Buses throughout the Operation Period by making use of relevant technology as specified in this Agreement, more specifically provided in Clause 19.7.

16.6.3 In an unforeseen event involving unruly behaviour by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the Operational Route or go back to the Bus Depot, then the Operator shall arrange to tow-away such Bus within 1 (one) to 3 (three) hours of such occurrence, failing which Operator shall be liable to pay Damages of 20 kms deduction for each such incident. The Operator shall, on a best effort basis provide a replacement Bus to complete the route after such incident or shall transfer all (or as many as capacity permits) Users to the next Bus plying on the same Operational Route in order to minimize inconvenience to the Users.

16.6.4 The Operator shall make provisions for the adequate availability of first aid kits on the Buses or at the Maintenance Depots for assisting any persons or Users in need of first aid on-site and shall also co-ordinate with the relevant Government Instrumentalities including but not limited to the police to ensure timely medical help to any injured Users.

16.6.5 The Operator shall extend all cooperation requested by the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation to any incidents on the Buses.

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16.7 Advertising on Buses and Maintenance Depots

16.7.1 Subject to Applicable Law, the Authority may display advertisements on the Buses and at the Maintenance Depot. Other than to the extent set out in this Agreement, the Operator shall have no right to display any advertisement on the Buses or the Maintenance Depots.

16.7.2 The Authority shall ensure that the display of any advertisements on the Buses and Maintenance Depot does not interfere in any way with the performance by the Operator of its obligations under this Agreement.

16.7.3 The Authority shall at all times ensure that no part of the Buses including but not limited to the external and internal colour, body of the Buses or any part of the Maintenance Depots are damaged due to the placement of any advertisements or any other form of display material. The Authority shall ensure that the advertisements are displayed in such a manner that it does not obstruct partially or completely, the visibility from inside and outside of the Buses. If any damage is caused to the Buses or the Maintenance Depots directly as a result of the placement of any advertisements by the Authority, the Authority shall be liable to reimburse the Operator all costs incurred by the Operator in rectifying such damage.

16.7.4 Placement of Advertisement

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

(b) The Authority may place the advertisement on the boundary wall of the Maintenance Depots or any other slot identified by the Authority.

16.7.5 The Authority shall be entitled to appropriate the entire revenue generated from the display of advertisements on the Buses and at the Maintenance Depots.

16.8 User Fare

16.8.1 On and from the Lot COD of the first Lot of Buses till the Transfer Date, the Authority or a third party nominated by the Authority ("**Authority Nominated Personnel**") shall have the right to demand, collect and appropriate User Fare from the Users in accordance with this Agreement.

16.8.2 The Authority or Authority Nominated Personnel shall, in accordance with Clause 16.8.1 above, provide conductors for collection of the User Fare, every day prior to commencement of operations for the day, at the Maintenance Depot and on the time decided by the Authority. In the event the conductor does not report on time (with a relaxation of up to 5 minutes) or remains absent, the Operator shall promptly inform the Authority's Representative, who shall provide a replacement promptly.

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16.8.3 The Operator acknowledges and agrees that upon payment of User Fare to the Authority or the Authority Nominated Personnel, any User shall be entitled to use the Buses and the Operator shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permits or the provisions of this Agreement. It is clarified that the Authority or Authority Nominated Personnel shall collect User Fare from passengers prior to boarding the Bus and the Operator shall have the right to refuse entry to passengers refusing payment of the User Fare.

16.8.4 The Operator and its employees shall always extend courtesy while interacting with public.

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ARTICLE-17 : MAINTENANCE OF BUSES

17.1 Maintenance Obligations

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

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

17.2 Maintenance Manual

17.2.1 The Operator shall prepare a repair and maintenance manual (the "**Maintenance Manual**") for the maintenance of Buses in conformity with Good Industry Practice and the provisions of this Article 17. The Operator shall provide 10 (ten) copies of a provisional maintenance manual (the "**Provisional Maintenance Manual**") to the Authority no later than 90 (ninety) days from the Appointed Date. The Authority may review the Provisional Maintenance Manual and convey its comments to the Operator within a period of 15 (fifteen) days from the date of receipt thereof. The Operator shall revise the Provisional Maintenance Manual, as may be necessary, and provide to the Authority 50 (fifty) copies of the Maintenance Manual, accompanied by an electronic copy thereof, no later than 30 (thirty) days from the date on which it receives comments from the Authority. The Maintenance Manual shall be revised and updated once every year and the provisions of this Clause 17.2 shall apply, *mutatis mutandis*, to such revision. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.

17.2.2 The Maintenance Manual shall include details of the periodic intervals at which the Operator will perform its Maintenance Obligations on each Bus ("**Scheduled Maintenance**"). The Operator shall ordinarily undertake Scheduled Maintenance at the Maintenance Depots and shall ensure that the Maintenance Depots are fully equipped with all equipment, tools, tackles, Consumables and Spares required to undertake the Scheduled Maintenance of the Buses.

17.2.3 The Operator shall, at least 15 (fifteen) days prior to the date of any Scheduled Maintenance issue a notice to the Authority identifying the Buses that will undergo such Scheduled Maintenance. Such notice shall also specify the estimated time required for such Scheduled Maintenance and the estimated date on which such Buses will be made available for operations.

17.2.4 Any maintenance or repair of a Bus, not being Scheduled Maintenance, and arising out of any reason including Breakdown, unsatisfactory performance, defects, deficiencies, accident, vandalism, natural calamity, fire, riots, arson or negligence, shall be undertaken by the Operator as unscheduled maintenance (the "**Unscheduled Maintenance**"). The Parties expressly agree that any and all Unscheduled Maintenance shall be undertaken promptly to procure efficient,

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safe and reliable operation of the relevant Bus. Any and all Unscheduled Maintenance shall form part of the Maintenance Obligations and shall be undertaken by the Operator at its own cost and expense.

17.2.5 The Operator shall, within 3 (three) days of the arrival of a Bus at a Maintenance Depot for Unscheduled Maintenance arising out of the reasons specified in Clause 17.2.4, furnish to the Authority in reasonable detail the particulars of defects, deficiencies or damages.

17.3 Spares and Consumables

17.3.1 During the Contract Period, the Operator shall, at its own cost and expense, replace and install materials which get consumed or wear out beyond serviceable limits in the normal course of operation of a Bus, including tyres, tubes, oils, lubricants, brake blocks and pads, rubber parts and hoses, fuses, light fittings, bulbs, seats, curtains, filters, look out glass, bearings and insulators (the "**Consumables**"). Save and except as provided in this Agreement, the Consumables shall be replaced or installed, as the case may be, by the Operator when a Bus is brought to a Maintenance Depot in accordance with the provisions of this Agreement.

17.3.2 During the Maintenance Period, the Operator shall, at its own cost and expense, replace any part or equipment of a Bus which may be defective, damaged or worn out, by a substitute thereof (the "**Spares**") for the efficient Operation and Maintenance of a Bus.

17.3.3 The Parties expressly agree that the Operator shall, supply and install doors, window panes, seats, axle-boxes, brake components, wind shield, and under-transmission piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of negligence of Authority staff, accidents, vandalism, arson, riots or natural calamities, the Authority shall be liable for the costs and expenses incurred by the Operator as a result less any amount recovered from the Insurance Cover maintained by the Operator.

17.3.4 The Operator shall, at its cost, maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations.

17.4 Maintenance Requirements

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

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17.5 Damages for breach of Maintenance Obligations

17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of INR 2,500 per bus. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

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

17.6 Demobilisation due to Emergency

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

17.6.2 The Operator shall re-mobilise the Bus as quickly as practicable after the circumstances leading to its demobilisation have ceased to exist or have so abated as to enable the Operator to re-mobilise the Bus and shall notify the Authority of the same without any delay. For the avoidance of doubt, the demobilisation of any Bus pursuant to this Clause 17.6 shall not affect the Monthly Assured Bus Kilometers and the Authority shall continue to pay the Fee to the Operator in accordance with Article 22.

17.7 Authority's right to take remedial measures

In the event the Operator does not maintain and/or repair the Bus in conformity with the provisions of this Agreement and the Maintenance Manual, and fails to commence remedial works within 15 (fifteen) days of receipt of a notice in this regard from the Authority, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Operator to the Authority as Damages. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.

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17.8 Overriding powers of the Authority

17.8.1 If in the reasonable opinion of the Authority, the Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Users or render the use of a Bus unsafe for operation, the Authority may, without prejudice to any of its rights under this Agreement, by notice, require the Operator to take reasonable measures immediately for rectifying or removing such hardship or unsafe condition, as the case may be.

17.8.2 In the event that the Operator, upon notice under the provisions of this Clause 17.8, fails to rectify or remove any hardship or unsafe condition affecting the operation of any Bus, within 15 (fifteen) days from the date of the notice, the Authority may exercise overriding powers under this Clause 17.8 and take over the performance of any or all the obligations of the Operator to the extent deemed necessary by it for rectifying or removing such hardship or unsafe situation; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that for any costs and expenses incurred by the Authority in discharge of such obligations, the Authority shall be entitled to recover them from the Operator in accordance with the provisions of Clause 17.7 along with the Damages specified therein.

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

17.8.4 The Parties agree that if the Authority takes over the performance of any or all the rights or obligations of the Operator pursuant to Clauses 17.8.1, 17.8.2 or 17.8.3, then:

(a) the period during which the Authority has taken over the operation of the Buses shall be excluded for determining compliance with the Key Performance Indicators in accordance with Article 20;

(b) the Authority shall continue to pay the Operator for the Monthly Assured Bus Kilometres in accordance with Clause 22.4 for the period during which the Authority has taken over the operation of the Buses; and

(c) the Authority shall be liable for any damage caused to the Buses during the period in which it has taken over the operations of the Buses.

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17.9 Restoration of loss or damage to the Buses

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

17.10 Modifications to the Buses

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

17.11 Operation Assistance

17.11.1 The Operator shall operate the Buses in accordance with the Operation Manual, Applicable Laws, Good Industry Practice and the provisions of this Agreement.

17.11.2 The Operator shall ensure that its staff are familiar and well versed with the Operation Manual.

17.11.3 The Operator shall bear the cost of electricity, including over and above the Allowed Energy Consumption, in accordance with Schedule-S.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations under this Agreement in connection with the Operations and Maintenance of the Buses and Maintenance Depots if it is unable to perform its obligations on account of any of the following:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe operation of Buses, except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or

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(c) a breach by the Authority of its obligations under this Agreement and which directly affects the Operator's ability to comply with any of its obligations;

(d) delay by the Authority in handing over the Maintenance Depots by the Scheduled Maintenance Depot Handover Dates in accordance with the terms of this Agreement;

(e) any road accidents which prevent the Operator from complying with the requirements of this Agreement, including the Key Performance Indicators, provided that the Operator has complied with the notice requirements set out in Clause 13.11.4 and that such accidents were not caused due to reasons attributable to the Operator;

(f) grid failures, power outages or inadequate power supply to the extent it affects the Operator's ability to adequately charge the Buses in accordance with the requirements prescribed in the Operations Manual;

(g) blockade on any Operational Route caused by any Government Instrumentality or other reasons not attributable to the Operator;

(h) compliance with a request from the Authority or the directions of any Government Instrumentality.

Provided that, any such inability to comply with its obligations shall be notified by the Operator to the Authority without any delay. Notwithstanding the foregoing, the Operator shall keep every unaffected Bus available for operations. Further, the Operator shall, in the event that it is prevented from performing any time-bound obligation in connection with the Operations and Maintenance of the Buses and Maintenance Depots on account of any of the events set out in this Clause 17.12, receive an extension of time for the performance of such obligation with the period of such extension being equal to the period during which any of the events set out in this Clause 17.12 subsist.

17.13 Warranties for defects and deficiencies

17.13.1 The Operator warrants that:

(a) all equipment, supplies, plant and machinery at the Maintenance Depots as well as components, parts and systems forming part of a complete Bus including the Spares and Consumables shall be new and of utility-grade quality and in full conformity with the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the other requirements of the Agreement, of suitable quality and fit for the purpose for which they are intended and be free from defects, deficiencies and defective workmanship;

(b) all Buses shall be free from defects, shall comply with all Applicable Laws and Good Industry Practice and will be capable of operating in the manner intended and contemplated in the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the Agreement;

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(c) the manufacturing, assembly and supply of the Buses shall be performed in accordance with the standards of professional care, skill, diligence and competence generally accepted in the international independent manufacturing industry applicable to engineering and manufacturing and project management practices for manufacturing projects of similar size and type as the Project, when operated in accordance with Good Industry Practice; and

(d) the Buses shall be capable of performing and would continue to perform as per this Agreement.

17.14 Maintenance Depots

17.14.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall also operate and maintain the Maintenance Depots in accordance with the Specifications and Standards, Good Industry Practices and the provisions of this Agreement.

17.14.2 Subject to adequate space being made available at the Maintenance Depots by the Authority, the Maintenance Depots shall have adequate repair and maintenance facilities for the entire fleet of Buses as well as parking facility for the entire fleet of Buses deployed at such depot.

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ARTICLE-18 : SAFETY REQUIREMENTS

18.1 Safety Requirements

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

18.2 Guiding principles

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

18.2.2 Safety Requirements shall apply to all phases of construction, operation and maintenance of the Project with emphasis on identification of factors associated with accidents, consideration of the same and implementation of appropriate remedial measures.

18.3 Obligations of the Operator

18.3.1 The Operator shall abide by the following to ensure safety of the Buses and Maintenance Depots, human life and property:

(a) instructions issued by the Authority;

(b) Applicable Laws and Applicable Permits;

(c) provisions of this Agreement;

(d) relevant standards/guidelines contained in internationally accepted codes; and

(e) Good Industry Practice.

(f) Develop a Standard Operating Procedure (including for events involving thermal incidents) and train the relevant staff on the Standard Operating Procedure

(g) Conducting annual safety audit and submission of the report to the Authority

18.3.2 The Operator shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, Contractors and agents.

18.3.3 The Operator shall be responsible for undertaking all the measures under its control to ensure safe operation of Buses and the safety and security of the Maintenance Depots.

18.3.4 The Operator agrees that the Authority shall be entitled to inspect any Bus or Maintenance Depot to verify adherence to Safety Requirements and the Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

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18.4 Safety measures during Fit Out Works

The Operator shall, while undertaking the Fit Out Works at the Maintenance Depots, provide an environment for procuring the safety of human life and property in accordance with Applicable Laws and Good Industry Practice.

18.5 Annual Safety Report

18.5.1 The Operator shall submit to the Authority before the 31st (thirty first) May of each Accounting Year, an annual report in 10 (ten) copies containing, without limitation, a detailed listing and analysis of all accidents occurring on account of the operation of the Buses or in the Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in the future ("**Annual Safety Report**").

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

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ARTICLE-19 : MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly Status Reports

19.1.1 During the Contract Period, the Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a monthly report stating in reasonable detail the maintenance services performed by the Operator on the Buses and the defects and deficiencies that require rectification (standard format as per schedule X). The report shall also include Key Performance Indicators achieved by the Buses, the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual, details of any breakdowns, claims, challans etc. The Operator shall promptly give such other relevant information as may be required by the Authority.

19.1.2 The monthly report specified in Clause 19.1.1 shall also include a summary of the key operational hurdles and deliverables expected in the succeeding month along with strategies for addressing the same and for otherwise improving the Operator's operational performance.

19.1.3 The operator shall log all the maintenance activities (Scheduled, Unscheduled) for every Bus throughout the Contract Period in maintenance history register which shall be accessible to the Authority as and when required.

19.2 Accident Reporting

The Operator shall, prior to the close of each day, send to the Authority, by facsimile or email, a report containing details of any failures, accidents and other unusual occurrences relating to the Buses. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.2, unusual occurrences on a Bus shall include any other troubles or events involving a Bus during operations.

19.3 Inspection

The Authority shall be entitled to inspect the Buses and Maintenance Depots after any maintenance activities have been carried out by the Operator for evaluating the compliance of the Buses and Maintenance Depot with the Maintenance Obligations. Pursuant to any such inspections, the Authority shall prepare a report of such inspection (the "**Maintenance Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Obligations and shall notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5.

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19.4 Tests

For determining that the Buses are being maintained in conformity with the Maintenance Obligations, the Authority may require the Operator to carry out, or cause to be carried out, the tests specified by it in accordance with Good Industry Practice. The Operator shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests to the Authority within 15 (fifteen) days of such tests being conducted. One half of the costs incurred on such tests shall be reimbursed by the Authority to the Operator. Provided, however, that the Authority shall not bear any costs hereunder for and in respect of tests which have failed. Provided that, the date and time of such tests shall be mutually discussed and agreed by the Parties keeping in mind the operation hours of any such Bus as per the Deployment Plan.

19.5 Remedial measures

19.5.1 The Operator shall repair or rectify the defects or deficiencies, if any, set forth in the Maintenance Inspection Report or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to the Authority within 7 (Seven) days of receiving the Maintenance Inspection Report or the test results, as the case may be.

19.5.2 The Authority shall require the Operator to carry out or cause to be carried out tests, at the cost of the Operator, to determine whether the remedial measures have brought the Buses into compliance with the Maintenance Obligations and Safety Requirements, and the procedure set forth in this Clause 19.5 shall be repeated until the maintenance of Buses conforms to the Maintenance Obligations and Safety Requirements. In the event that remedial measures are not completed by the Operator in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Operator at the rate of INR 2,500 per bus times the number of buses allocated to the specific depot.

19.6 Responsibility of the Operator

19.6.1 It is expressly agreed between the Authority and the Operator that any inspection carried out by the Authority or the submission of any Maintenance Inspection Report by the Authority as per the provisions of this Article 19 shall not relieve or absolve the Operator of its obligations and liabilities hereunder in any manner whatsoever.

19.6.2 It is further agreed that the Operator shall be solely responsible for adherence to the Key Performance Indicators specified in Article 20.

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19.7 Real Time Data Access

The Operator shall ensure that the Bus deployed has real time data monitoring device in accordance with the Standards and Specifications in Schedule- P ("**Intelligent Transit System**", "**ITS**") complete with onboard devices on Buses which enable the Authority to monitor the real-time location and status of the Buses. The Operator shall provide the Authority access to the raw feed of the ITS. The Operator shall install the ITS to provide the data as per the data standards and communication protocols specified in Schedule -P. The Operator shall ensure integration of the data feed from ITS devices to the Centralized ITMS Platform. The Operator agrees that a failure to comply with its obligations under this Clause 19.7 shall be deemed to be an Operator Default.

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ARTICLE-20 : KEY PERFORMANCE INDICATORS

20.1 Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Operator shall operate and maintain every Bus such that it achieves the performance indicators comprising Reliability, Operational Availability, Start Punctuality, Arrival Punctuality, Trip Speed, Frequency, Safety and Infractions as specified in this Article 20, (the "**Key Performance Indicators**").

20.2 Reliability

20.2.1 The Parties agree that the average reliability of all Buses in the fleet shall be measured on a monthly basis in terms of the number of Breakdowns per 10,000 (ten thousand) kilometres travelled by the Buses (the "**Breakdown Factor**")

20.2.2 Breakdown Factor shall be equal to the quotient of the aggregate number of Breakdowns of all Buses multiplied by 10,000 (ten thousand) and divided by the cumulative distance travelled by all Buses in that month.

$$\text{Breakdown Factor (BF)} = \frac{\text{(total no. of Breakdowns of all buses in a month)}}{\text{Total bus kms operated in a month}} \times 10{,}000$$

20.2.3 The Operator agrees that the Breakdown Factor for the Buses, determined in accordance with Clause 20.2.2, shall be equal to or less than 0.5 (zero decimal five). The Operator agrees that for every increase in the Breakdown Factor by 0.1 (zero decimal one) above 0.5, it shall pay Damages to the Authority at the rate of 0.1% (zero decimal one) of the Monthly Fees.

20.2.4 The Authority agrees that if the Breakdown Factor is less than 0.5 (zero decimal five), then for every 0.1 (zero decimal one) decrease in the Breakdown Factor below a factor of 0.5, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.3 Operational Availability

20.3.1 After Lot COD of each Lot as per the Delivery Schedule, a Bus shall be deemed to be available for operation at all times, save and except for the instances set out in Clause 20.3.2 below.

20.3.2 The Parties agree that the period for which a Bus is deemed to be not available for operation shall be as follows:

a) Bus is not available at the scheduled start of shift(s) turnout time as per the Deployment plan.

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b) Bus held up at Maintenance Depot/ workshop for any reason during shift(s) schedule turn out time unless such non availability is on account of reason not directly attributable to Operator such as Bus damaged due to riots, natural calamities, vandalism, traffic jams.

20.3.3 The availability of the Buses shall be calculated on a shift(s) basis by dividing the number of Buses available for operations in the start of shift(s) as per the scheduled turn out time (as per Clause 20.3.1 and 20.3.2 above) by the total number of Buses contracted by the Authority under this Agreement multiplied by 100 (one hundred" ("**Availability**").

$$\text{Availability} = \frac{\text{Total no. of buses available for operations in the start of shift(s)} \times 100}{\text{Total number of buses as per plan}}$$

20.3.4 The Operator shall at all times ensure that the Availability of the Buses during each month of the Contract Period is equal to 100" ("**Guaranteed Availability**"). To ensure this availability:

- operator should maintain minimum 5% spare buses ("Additional Buses") from the date of Lot COD for each lot as per the Delivery schedule.
- Authority should provide additional space for these Additional Buses

20.3.5 Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of any of the events mentioned in Clause 17.12, the Buses affected by such events will be deemed to be Available for the duration of the event.

20.3.6 The Operator agrees that for any reduction in the Availability as compared to the Guaranteed Availability, it shall pay Damages to the Authority as per the table below: The Damages payable by the Operator for a failure to meet the Guaranteed Availability shall be payable monthly.

Damages in case of reduction in Guaranteed Availability			
Availability	Less than 100% and up to 95%	less than 95% and up to 90%	Less than 90%
Damages payable per non available Bus	50 bus kms / shift/ non available Bus	60 bus kms/ shift/ non available Bus	70 bus kms/ shift/ non available Bus

20.3.7 The Operator shall make the Buses available at the prescribed locations mentioned in the Deployment Plan along with driver about 15 minutes before the scheduled turn out operation on all days.

20.3.8 Operator shall ensure refurbishment of Buses after 6 years from the date of COD. Refurbishment of buses shall be such that Buses are in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period relaxation in Guaranteed Availability up to 5% (five percent) is allowed. The technical team will inspect the buses before they are put in services after refurbishment of the Bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

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20. 4 Punctuality

20.4.1 The starting time punctuality of the Buses shall be measured on a monthly basis in terms of the percentage of on-time start of trips (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in the relevant month ("**Start Punctuality**"). The total number of trips where a Bus started late (or did not start) during the month compared to the start time as set out in the Deployment Plan will be recorded and subtracted from the total number of trips operated in such month to arrive at the number of trips operated that started on-time as per the Deployment Plan.

20.4.2 The Operator agrees that the arrival punctuality of the Buses at the end destination of the relevant Operational Route shall be measured on a monthly basis in terms of the percentage of trips with on-time arrival at the final destination (in accordance with the Deployment Plan) to the total number of trips operated on a daily basis in such month ("**Arrival Punctuality**"). The total number of trips where a Bus arrives late at the final destination during the month will be recorded and subtracted from the number of trips operated in such month to arrive at the on-time arrival trips.

20.4.3 With respect to the Start Punctuality, the Parties agree that the Operator may exercise a relaxation up to 5 (five) minutes for the start time of the Bus schedule as set out in the Deployment Plan. With respect to the Arrival Punctuality, the Parties agree that the Operator may exercise a relaxation up to 10% (ten percent) of the total scheduled trip time as set out in the Deployment Plan (subject to a maximum of 15 (fifteen) minutes).

20.4.4 Subject to the provisions of Clause 20.4.3, the Operator agrees that the Start Punctuality determined in accordance with Clause 20.4.2 shall be equal to or more than 90% (ninety percent) in any month ("**Guaranteed Start Punctuality**") and the Arrival Punctuality shall be equal to or more than 80% (eighty percent) in any month ("**Guaranteed Arrival Punctuality**") respectively.

20.4.5 The Operator agrees that for every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality shall be calculated at the end of each month. Provided however, if, based on a verification of the Start Punctuality or the Arrival Punctuality in any month, the Authority determines that the Operator has failed to achieve the Guaranteed Arrival Punctuality directly as a result of a failure to achieve the Guaranteed Start Punctuality, then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators.

20.4.6 The Authority agrees that if, in any month, the Start Punctuality or the Arrival Punctuality is more than the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality for that month respectively, then for every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of

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the Monthly Fees. The incentive (if any) payable by the Authority to the Operator in accordance with this Clause 20.4.6 shall be calculated at the end of each month.

20.5 Frequency

20.5.1 The frequency of operation of all available Buses (as determined in accordance with Clause 20.3 above) shall be measured on a monthly basis in terms of:

(a) a percentage of the cumulative completed trips travelled by all Buses to the aggregate number of scheduled trips for the same time period ("**Trip Frequency**"); and

(b) a percentage of the cumulative Bus Kilometres travelled by all Buses to the aggregate scheduled Bus Kilometres for the same time period ("**Bus Kms Frequency**"**).**

20.5.2 The Operator agrees that the guaranteed Trip Frequency ("**Guaranteed Trip Frequency**") and the guaranteed Bus Kms Frequency ("**Guaranteed Bus Kms Frequency**"), as the case may be, determined in accordance with Clause 20.5.1 shall be equal to or more than 94% (ninety four percent).

20.5.3 Unless otherwise set out in the Deployment Plan, the Authority shall provide minimum of [5] hours for every bus, at depot during each night, for charging, maintenance and any other activities.

20.5.4 The Buses in each direction shall be operated by the Operator in line with the Deployment plan provided by the Authority.

20.5.5 The Operator agrees that for every 1% reduction in the Trip Frequency or the Bus Kms Frequency, as the case may be, as compared to the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Damages payable by the Operator for a failure to achieve the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency shall be calculated at the end of each month. Provided however, if, based on a verification of the Trip Frequency or Bus Kms Frequency, the Authority determines that the Operator has failed to achieve the Guaranteed Trip Frequency directly as a result of a failure to achieve the Guaranteed Bus Kms Frequency, or *vic-e-versa,* then in order to avoid any double counting of the Damages payable by the Operator, the Authority shall only levy Damages for a failure to achieve one of such Key Performance Indicators, as the case may be.

20.5.6 The Authority agrees that if, in any month, the Trip Frequency or the Bus Kms Frequency is more than the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, respectively, then for every 1% increase in the Trip Frequency or the Bus Kms Frequency over and above the Guaranteed Trip Frequency or the Guaranteed Bus Kms Frequency, as the case may be, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

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20.6 Safety of Operations

20.6.1 The Parties agree that the safety of the Buses in the fleet shall be measured in terms of the number of accidents per 10,000 Kms (Ten thousand kilometers) (the "**General Safety**") and the number of severe accidents per month (the "**Severe Safety**"), respectively.

20.6.2 The General Safety shall be calculated in terms of Minor Accident Factor.

$$\text{Minor Accident Factor} = \frac{\text{No of minor accidents in a month x 10,000}}{\text{Total Bus kms in a month}}$$

The Severe safety shall be calculated in terms of number of Major Accidents.

20.6.3 The Operator agrees that the assured General Safety ("**Assured General Safety**") determined in accordance with Clause 20.6.1 and 20.6.2 shall be equal to or less than 0.01 (zero decimal zero one).

20.6.4 The Operator agrees that for every increase in number of accidents, by a factor of 0.01 (zero decimal zero one) as compared to the Assured General Safety, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees. The Operator agrees that for every number of Severe Safety incident occurrence, it shall pay Damages to the Authority at the rate of 2 % of the Monthly Fees for each incident.

20.6.5 The Authority agrees that if the General Safety is less than 0.005 (zero decimal zero zero five), then for every 0.001 decrease in the General Safety the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.

20.6.6 Event of serious incidents such as Bus catching fire for more than 4% (four Percent) of the lot within a period of 3 (three) months, in such situations Authority may direct Operator to take all Buses off road of that lot and ask the Operator to identify and rectify the cause. Operator may even be asked to check the complete fleet and subjected to thorough inspection by the Authority. No Monthly Assured Bus Kilometre payment will be applicable for non-operation of Buses during such period.

20.7 Operational Infractions

20.7.1 The Operator shall Operate and Maintain the Buses so as to minimize the occurrence of any of the Operational Infractions. An Operational Infraction may be identified by the Authority (or the Authority's Representative) either through inspections of the Buses and Maintenance Depots, User complaints or review of the data generated from the ITS.

20.7.2 The Operator agrees that upon the occurrence of any Operational Infraction, it shall pay to the Authority Damages of an amount corresponding to the breach of such Operational Infraction as set out in Schedule-T. In the event of any repeated Operational Infractions, the rate of Damages payable by the Operator shall increase in accordance with the provisions of Schedule-S.

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
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20.8 Monthly Report

20.8.1 The Operator shall, no later than 7 (seven) days after the end of each month, furnish to the Authority a report (as per the format in schedule X) containing details of the compliance with the Key Performance Indicators of each Bus as measured on a daily basis. The Operator shall promptly give such other relevant information as may be required by the Authority for the purposes of determining whether the Operator is achieving the Key Performance Indicators as set out in this Article 20.

20.8.2 The Operator shall keep backup for at least 90 days of raw data and proper records of all data collected from the operation of the Buses from the Data Monitoring System, ITMS or any other systems installed, for the purposes of verification by the Authority.

20.9 Passenger Charter

The Operator shall implement a charter articulating the rights and expectations of Users (the "**Passenger Charter**") as provided by the Authority. The Operator shall at all times be accountable and liable to Users in accordance with the provisions of the Passenger Charter and Applicable Laws.

20.10 Cap on Damages for failure to achieve Key Performance Indicators

The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20. Any Damages payable by the Operator for a failure to achieve the Key Performance Indicators set out in Clauses 20.2 to 20.7 in any month in accordance with this Article 20 shall be capped at 10% of the aggregate Monthly Fees payable in such month. Any Damages payable by the Operator as a result of any Operational Infractions (except safety related infractions as covered in Schedule S) in any month shall be capped at 5% of the Monthly Fees for that month.

20.11 Cap on incentives for exceeding to achieve Key Performance Indicators

Any incentives payable by the Authority to the Operator for exceeding the prescribed Key Performance Indicators in accordance with this Article 20 and rates Specified in Schedule U in any month shall be capped at 5% of the aggregate Monthly Fees for the respective Month.

20.12 Initial Operating Period

During the first 30 (thirty) days of Operations after the first Lot COD as per the Delivery Schedule, the Authority shall provide allowance of up to 25% of the respective Key Performance Indicators to the Operator except safety of operations as per Clause 20.6.

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4. Part IV Financial Covenants

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ARTICLE-21 : FINANCIAL CLOSE

21.1 Financial Close

21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 16 weeks from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate of 0.25% (zero point two five per cent) of the Performance Security for each day of delay; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 60 (sixty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure; and provided further that, if such delay in achieving Financial Close has occurred directly as a result of the Authority's delay in grant of vacant access and Right of Way to the Depot Sites and Maintenance Depots in accordance with Article 10, the Authority shall pay Damages to the Operator in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay. For the avoidance of doubt, the Damages payable hereunder by the Operator shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3 for a failure by the Operator in fulfiling any of its Conditions Precedent specified in Clause 4.1.3.

21.2 Termination due to failure to achieve Financial Close

21.2.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 21.1.1 or the extended period provided thereunder, the Authority shall have the right to terminate this Agreement.

21.2.2 Upon Termination under Clause 21.2.1, the Authority shall be entitled to encash from the Performance Security, an amount equal to the Bid Security and appropriate the proceeds thereof as Damages. provided, however, if Financial Close has not occurred solely as a result of the Authority being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Performance Security forthwith along with the Damages due and payable under Clause 4.3.

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ARTICLE-22 : FEE

22.1 Fee

22.1.1 In consideration for undertaking the Project, the Authority shall pay the Operator a fee calculated on the basis of methodology mentioned in the clause below, and in accordance with the Deployment Plan by each Bus operated by the Operator and as captured in the ITMS platform in fulfilment of the Operators obligations under this Agreement (the "**Fee**").

22.1.2 Subject to Clause 22.4 and Clause 22.5 below, the Fee payable to the Operator under this Agreement shall be the calculated in the following manner:

a) If the actual Bus Kilometers travelled by all Buses is equal to aggregated Monthly Assured Kilometers, then Fee shall be calculated by multiplying the PK Fee (INR [●]) with such actual Bus Kilometers

b) If the actual Bus Kilometers travelled by all Buses is less than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.2 by using the following formula:
*Fee = (PK Fee * actual Bus Kilometers) + (PK Fee * 75%* (Monthly Assured Kilometers – actual Bus Kilometers))*

c) If the actual Bus Kilometers travelled by all Buses is more than the aggregated Monthly Assured Kilometers, then Fee shall be calculated, in accordance with clause 22.3.3 by using the following formula:
*Fee = (PK Fee * Monthly Assured Kilometers) + (PK Fee * 50%* (actual Bus Kilometers - Monthly Assured Kilometers))*

For the avoidance of doubt, it is clarified that the Fee, as per the above methodology shall be calculated on a monthly basis.

22.1.3 The Parties agree that a Bus Kilometer shall comprise of the kilometers travelled by a Bus in respect of:

(a) distance travelled by a Bus assigned on a particular Operational Route as per the Deployment Plan;

(b) distance travelled by a Bus from the Maintenance Depot to the first point of loading passengers at the commencement of its service on a day

(c) distance travelled by a Bus from its last Bus Stop as per the Deployment Plan to the Maintenance Depot at the end of the day's service; and

(d) Distance travelled by a Bus, with or without passengers, which is otherwise outside the Deployment Plan but has been requested or approved by the Authority

22.1.4 The Operator agrees and acknowledges that a Bus Kilometer, for the purpose of payment of the Fee, shall not include any kilometer travelled by the Bus to any maintenance facilities, other than the Maintenance Depot, or for any travel not authorized by the Authority or not captured in the ITMS platform or otherwise not in accordance with the terms of this Agreement.

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22.1.5 For each month after the Lot COD of the first Lot of Buses, the Operator shall compute and provide to the Authority, the total number of Bus Kilometers that all the Buses deployed by the Operator in such month have travelled for the period being reckoned for the purpose of raising the invoice. The Bus Kilometers will be calculated on the basis of route survey done jointly by the Authority and the Operator for the pre-determined routes before the start of operations. The payment against these Bus Kilometers will be subject to complete schedule adherence as verified through ITS.

22.1.6 In the event Bus Kilometers is not captured by ITMS on account of default of authority, the odometer reading of such fleet for the performed trips shall be referred for calculation of Bus Kilometer

22.1.7 The Authority shall deposit the Fee due and payable to the Operator subject to and in accordance with this Article 22, into the Escrow Account.

22.2 Payment of Fee

22.2.1 After the Lot COD for the first Lot of Buses, and for each subsequent month of the Contract Period, the Operator shall submit a monthly invoice in accordance with clause 22.1.2, in respect of each Bus which has been put into commercial operation, in accordance with Clause 14.2.1, in the relevant month within 7 (seven) days from the end of each month ("**Invoice**"). The first Invoice to be submitted by the Operator after the Lot COD of the first Lot of Buses shall be pro-rated for the number of days from the Lot COD of the first Lot of Buses until the last working day of the month in which the Lot COD occurs. Each subsequent Invoice shall be a monthly invoice to be submitted to the Authority by the 7th (seventh) day of the immediately following month.

22.2.2 Each Invoice shall set out the following amount

(a) the Fee payable to the Operator for such month, based on the methodology defined in clause 22.1.2 for all Buses deployed in such month;

(b) any costs, Damages or other charges that the Operator is entitled to recover from the Authority in terms of this Agreement;

(c) any costs, Damages or other charges that the Authority is entitled to recover from the Operator in terms of this Agreement as notified by the Authority to the Operator and to which the Operator has no dispute;

(d) cost of electricity to be reimbursed by the Authority to the Operator in accordance with Clause 22.5; and

(e) [any applicable Taxes],

(collectively referred as the "**Invoice Amount**").

22.2.3 Upon the submission of each Invoice, the Authority shall, within 7 (seven) days from the date of submission of such Invoice, convey its approval for the immediate release of 90% of the amount

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specified in the Invoice, with the remaining 10% to be released by the 7th (seventh) day of the next month, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws (including any statutory dues).

22.2.4 If the Authority fails to approve an Invoice pursuant to Clause 22.2.3 above, within 15 (fifteen) days from the date of submission of such Invoice, the Invoice shall be deemed to be approved and the Operator shall have the right to approach the Escrow Bank for release of the amounts set out in the Invoice.

22.2.5 This Concession Agreement is covered under the **PM-eBus Sewa-Payment Security Mechanism (PSM) scheme**. The PM-eBus Sewa-Payment Security Mechanism (PSM) scheme Guidelines & Standard Operating Procedure (SOPs) will be applicable for the payment of fee under the Concession Agreement. The Authority should ensure that any funds received under PM-eBus Sewa-Payment Security Mechanism (PSM) scheme in the Escrow Account should be immediately released to the Operator without any interventions/ conditions.

22.2.6 Any dispute between the Parties in relation to an Invoice will be settled in accordance with the Dispute Resolution Procedure.

22.3 Monthly Assured Kilometres

22.3.1 The Authority agrees that the Deployment Plan shall ensure the average Bus Kilometres scheduled per Bus in each month, commencing from the end of the First month of the Contract Year will be no less than **[●]** (the "**Monthly Assured Bus Kilometers**" for respective Lot). For the first month, the Monthly Assured Bus Kilometres for each Bus shall be calculated on a pro rata basis for the number of days each Bus has been put into Commercial Service during the period commencing from the Lot COD of such Bus and expiring at the end of the first month od the Contract Year. Notwithstanding anything to the contrary, for any Buses which are procured and put into Commercial Service after the end of the first month of the Contract Year, the Monthly Assured Bus Kilometers for each such Bus for that Contract Year shall be calculated on a pro rata basis for the number of days such Bus has been in Commercial Service during the period commencing from the Lot COD of such Buses and expiring at the end of that respective month.

22.3.2 In the event that a Bus made available by the Operator is not deployed for reasons directly attributable to the Authority or due to a Force Majeure Event, and as a result the Bus operates for less than the Monthly Assured Bus Kilometres in any month, then the Authority will pay to the Operator, the Fees that is calculated in accordance with clause 22.1.2.

22.3.3 If the Authority utilises any Bus Kilometers over and above the Monthly Assured Bus Kilometers, the Operator shall be entitled to receive Fees for such additional Bus Kilometers, calculated in accordance with clause 22.1.2.

22.4 Revision of Fee

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22.4.1 The Parties agree that the PK Fee shall be revised every 6-months from the date of signing of this Agreement to accommodate price escalation on account of cost of maintenance, material and manpower. "**Revision in PK Fee**" will be calculated based on the formulae given below:

PK fees (revised) = (PK fees) + (PK Fee x ((CPI_{Month} – CPI_{Base})/ CPI_{Base}) x 0.05) + (PK Fee x ((MW_{Month} – MW_{Base})/ MW_{Base}) x 0.25)

Where,
CPI_{Base} = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) at the time of Bid end date.

CPI_{Month} = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) for particular month when the price variation is applicable.

MW_{Base} = Minimum wages notified by the Labour department of that state applicable at the time of bid end date for skilled category

MW_{Month}= Minimum wages for skilled category for particular month, notified by the Labour department of that state

22.4.2 The Parties agree that the PK Fee shall stand revised pursuant to any amendment in accordance with this Clause 22.4 and shall become the base PK Fee payable to the Operator under this Agreement.

22.5 Electricity Cost

22.5.1 The Parties agree and acknowledge that, as on the date of this Agreement, the PK Fee is inclusive of electricity cost including consumption charges, fixed charges, cess, taxes and other charges imposed by the local DISCOM at HT level metering dedicated for the operator. The operator is responsible for payment of electricity charges for operation and maintenance of buses and maintenance depot to the local DISCOM. The Parties agree that the Authority is liable for any increase in electricity tariff or other related charges including fixed fee, cess, taxes, etc post the Bid Due Date and shall compensate the Operator for any such increase in tariff up to the Allowed Energy Consumption as defined in 22.5.2. The bidder shall raise invoice against the increase in input costs for electricity along with actual bills and supporting documents of the revised electricity cost on actual basis as part of monthly bills. Reconciliation of payment against the differential in electricity tariff to be done annually subject to allowed energy consumption as defined in 22.5.2.

22.5.2 The Parties agree that allowed energy consumption or energy efficiency at the fleet level for the bus lot shall be [●] ("**Allowed Energy Consumption**" for Lot). For the avoidance of doubt, the Allowed Energy Consumption will be calculated as follows:

*Allowed Energy Consumption = (1.3 kWh/km * Actual Bus Kms operated in a year for 12m Buses) + (1.0 kWh/km * Actual Bus Kms operated in a year for 9m Buses) + (0.8 kWh/km * Actual Bus Kms operated in a year for 7m Buses)*

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To further clarify, the Allowed Energy Consumption will be calculated for only the type(s) of Buses which are deployed with the Authority.

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For illustration purpose only:

A	Allowed Energy Consumption (kWh)	7,410
B	Base Electricity Tariff (INR/unit)	5
C	Actual Electricity Tariff (INR/unit)	7
	Case 1: Metered Energy Consumed > A	
D	Billed units by DISCOM	8,000
E	Electricity tariff variation to be paid for (units)	7,410
F	Variation to be paid E*(C-B)	14,820
	Case 2: Metered Energy Consumed <= A	
G	Billed units by DISCOM	7,000
H	Electricity tariff variation to be paid for (units)	7,000
I	Variation to be paid H*(C-B)	14,000

22.5.3 The cost of any electricity consumed on account of (i) charging of the Buses requiring electricity in excess of the Allowed Energy Consumption; (ii) the use of any other equipment, plant and machinery at the Maintenance Depot (apart from the Charging Infrastructure); and (iii) the Operations and Maintenance of the Maintenance Depot including taxes and other charges imposed by the local DISCOM, shall be payable by the Operator.

22.5.4 The Operator/Authority may install a sub-meter to measure electricity consumption by the Authority at the depot. The Operator shall raise an invoice for the consumption at the prevailing tariff and the Authority is liable to pay the cost of electricity consumed by the Authority.

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ARTICLE-23 : DAMAGES FOR DELAY

23.1 The Authority hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Operator by paying Damages as per Schedule U in addition to other compensation provided for in this agreement.

23.2 The Operator hereby undertakes to perform all its obligations under this Agreement failing which it shall be liable to recompense the Authority by paying Damages as per Schedule V in addition to other compensation provided for in this agreement.

23.3 For all amounts payable under Clause 23.1 and 23.2, concerned Party shall raise invoices on the other Party on a monthly basis. Such amounts shall be payable by the other Party or otherwise adjusted against other payments due within 30 (thirty) days of receipt of notice.

23.4 Any deferment or delay in raising invoices shall not absolve the other Party from its obligation to pay the amounts that have accrued.

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ARTICLE-24 : TRANSFER OF MAINTENANCE DEPOTS

24.1 Transfer of Maintenance Depots

24.1.1 The Maintenance Depots shall, in accordance with the provisions of this Agreement, be handed over to the Authority upon Termination of this Agreement or expiry of the Contract Period. The Parties expressly agree that for and in respect of the transfer hereunder, the provisions of Article 33 shall apply *mutatis mutandis*.

24.1.2 Upon the handover of the Maintenance Depots from the Operator to the Authority pursuant to Clause 24.1.1, all equipment, machinery, building, structures, hardware, software licenses and other assets comprising the Maintenance Depots (including the Charging Infrastructure) shall vest in the Authority without any Encumbrance.

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ARTICLE-25 : INSURANCE

25.1 Insurance during Contract Period

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

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Contract Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Construction All Risk policy during the period of Fit Outs

(b) total loss, damage or destruction of the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations, if any;

(c) comprehensive third party liability insurance for life, goods or property, including injury to or death of personnel of the Authority or others, arising from any accident at the Maintenance Depots or otherwise, caused by a Bus on account of any negligence of the Operator or a defect or deficiency in a Bus;

(d) the Operator's general liability arising out of the Agreement;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) above.

25.3 Notice to the Authority

No later than 15 (fifteen) days from the Appointed Date, the Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 25. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

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25.4 Evidence of Insurance Cover

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

25.5 Remedy for failure to insure

If the Operator fails to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Operator, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Operator.

25.6 Waiver of subrogation

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

25.7 Operator's waiver

The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

25.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Operator, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Buses or Maintenance Depots.

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

25.9 Compliance with conditions of insurance policies

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

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ARTICLE-26 : ACCOUNTS AND AUDIT

26.1 Audited accounts

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

26.1.2 The Operator shall, within 90 (ninety) days of the close of each accounting year, furnish to the Authority its audited annual financial results, in the manner and form prescribed by the Securities and Exchange Board of India for publication of annual results by the companies listed on a stock exchange.

26.1.3 On or before the expiry of 3 (three) months after its accounting year, the Operator shall provide to the Authority, for that accounting year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the bills raised by the Operator for payment by the Authority, (b) the payments received and other revenues derived from the Authority, and (c) such other information as the Authority may reasonably require.

26.2 Appointment of auditors

26.2.1 The Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. In case the bidder has an existing statutory auditor meeting the eligibility criteria mentioned in Schedule-T, the Operator shall request the Authority for appointment of the existing auditors for the project. The Authority may, at its discretion agree to the appointment of the operator's existing Statutory Auditor for the project. All fees and expenses of the Statutory Auditors shall be borne by the Operator.

26.2.2 The Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

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26.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3 Certification of claims by Statutory Auditors

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

26.4 Set-off

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

26.5 Dispute resolution

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

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ARTICLE-27 : ESCROW ACCOUNT

27.1 Escrow Account

27.1.1 The Authority shall, prior to the Appointed Date open and establish an account ("**Escrow Account**") with a Bank ("**Escrow Bank**") in accordance with this Agreement and the Escrow Agreement.

27.1.2 For the purpose of opening and operating the Escrow Account, the Authority shall, as a Condition Precedent, enter into an agreement with the Operator and Escrow Bank ("**Escrow Agreement**") in accordance with the format provided in Schedule-M to this Agreement.

27.1.3 The Authority shall on or before the Lot COD of the first Lot of Buses, deposit in the Escrow Account a sum equal to 1 (one) months' estimated Fees payable to the Operator as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds ("**Minimum Escrow Balance**"). It is clarified that a COD shall not be achieved under this Agreement till the time such 1 months' estimated Fees is deposited in the Escrow Account.

27.1.4 During the Contract Period, the Authority shall ensure that on the 1st (first) day of each month after COD, the Escrow Account is replenished so as to maintain the Minimum Escrow Balance in accordance with the terms of this Agreement. If, at any point in time during the Contract Period, the Authority fails to maintain the Minimum Escrow Balance, it shall have a period of 15 (fifteen) days within which it shall be required to replenish the Escrow Account so as to ensure that the Minimum Escrow Balance is maintained. If the Authority fails to ensure that the Minimum Escrow Balance is maintained upon the expiry of the aforesaid 15 (fifteen) day period, then the Minimum Escrow Balance shall be increased by at a rate equal to 3% over and above the Bank Rate for every 1 (one) month that the Authority fails to maintain the Minimum Escrow Balance.

27.2 Deposit in Escrow Account

27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) All Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;

(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI in relation to the Project;

(d) amounts towards insurance claims, if any, received;

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(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(f) any amounts towards Termination Payment due to the Operator;

(g) all revenues generated and all the income accruing from the Project including but not limited to the daily farebox and non-farebox revenue and advertising revenue, etc.; and

(h) any other revenues or capital receipts from or in respect of the Project.

27.3 Withdrawal During Contract Period

27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of the Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as may be necessary pursuant to the terms of this Agreement, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) all Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority related to the manpower deployed exclusively for the Project;

(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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

27.4 Withdrawal upon Termination

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

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) 90% (ninety per cent) of Debt Due;

(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;

(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;

(e) outstanding Debt Service including the balance of Debt Due;

(f) incurred or accrued Fees;

(g) any payments due and payable to the Authority;

(h) any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Authority.

Provided that no appropriations shall be made under Sub-clause (h) of this Clause 27.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 33. The provisions of this Article 27 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 27.4.1 have been discharged.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

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ARTICLE-28 : TRAFFIC REGULATION AND SECURITY

28.1 Traffic regulation by the Operator

28.1.1 The Operator shall, in consultation with the Authority, regulate the use of the Buses by the Users in accordance with Applicable Laws and subject to the supervision and control of the Authority or a substitute thereof empowered in this behalf under the Applicable Laws.

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

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

28.2 Security

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

28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses and at the Maintenance Depots. The Operator shall co-operate with any relevant organisations appointed by the Authority for the purpose providing security. The Authority agrees that it shall cause the relevant organisations to take such actions as reasonably deemed necessary by them, in order to ensure security within the Buses, without unduly or unreasonably disrupting the operations of the Buses or interfering with the exercise of rights or fulfilment of obligations by the Operator under this Agreement. The Operator agrees that it shall extend its full support and cooperation to the Authority and to the other organisations authorised by the Authority in the discharge of their obligations thereunder.

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

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

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

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5. Part V Force Majeure and Termination

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ARTICLE-29 : FORCE MAJEURE

29.1 Force Majeure

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

29.2 Non-Political Event

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

(a) act of God, epidemics, pandemics, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion;

(b) strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or directly attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 29.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(d) any delay or failure of an overseas Contractor to deliver the Buses or equipment to India if such delay or failure is caused outside India by any event specified in Subclause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(f) the discovery of geological conditions, toxic contamination or archaeological remains on the Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or

(g) any event or circumstances of a nature analogous to any of the foregoing.

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29.3 Indirect Political Event

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

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents production, and assembly of Buses, Fit Out Works at the Maintenance Depots or fulfilment of Operations and Maintenance obligations of the Operator for an aggregate period exceeding 15 (fifteen) days in an Accounting Year;

(e) failure of the Authority to permit the Operator to continue perform its obligations under this Agreement, with or without modifications, in the event of stoppage of any works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event;

(h) the imposition, by any Government Instrumentality, of any lockdowns, curfews or mandatory quarantine rules arising out of the occurrence of any Non-Political Event or otherwise, which prevents the manufacture, procurement and delivery of the Buses, of the Fit Out Works at the Maintenance Depots or fulfilment of the Operations and Maintenance obligations of the Operator for an aggregate period exceeding 7 (seven) days in an Accounting Year; or

(i) any event or circumstances of a nature analogous to any of the foregoing.

29.4 Political Event

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

(a) a Change in Law;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator or of the Contractors;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection

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certificate, consent, approval or exemption required by the Operator or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

29.5 Duty to report Force Majeure Event

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

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 29 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

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

29.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 29.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

29.6 Effect of Force Majeure Event on the Contract Period

29.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.2 for fulfilment of Conditions Precedent and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

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

29.7 Allocation of costs arising out of Force Majeure

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

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

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

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

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Operator, provided that in case of a Change in Law, no additional compensation shall be payable to the Operator if the consequences of such Change in Law have been dealt with under and in accordance with the provisions of Article 36.

For the avoidance of doubt, Force Majeure Costs shall only include costs directly attributable remedying, rectifying and/or mitigating such Force Majeure Event and shall not include interest payments on debt, O&M Expenses, any increase in the cost of the Fit Out Works or the Buses on account of inflation, loss of income or debt repayment obligations and for determining such costs, the Affected Party shall be required to submit such information as may be relevant to evidence that it has incurred such costs, including documentary proof such as receipts, challans, invoices etc.

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

29.8 Termination Notice for Force Majeure Event

29.8.1 If a Force Majeure Event affecting all, or substantially all, parts of the Project subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, then and subject to Clause 29.8.2 below, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 29, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

29.8.2 If a Force Majeure Event affecting all, or substantially all, parts of the Project occurs after the Lot COD has been achieved for at least 80% (eighty percent) of the total Buses procured under this Agreement, and provided that the Authority is fulfiling its obligations under Clause 22.3.2, the Operator shall not have a right to terminate this Agreement for an extended Force Majeure Event under Clause 29.8.1 above.

29.9 Termination Payment for Force Majeure Event

29.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

29.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:

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

(b) 110% (one hundred and ten per cent) of the Adjusted Equity; and

(c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.

29.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Operator in an amount that would be payable under Clause 32.3 as if it were an Authority Default.

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29.10 Dispute resolution

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

29.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

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ARTICLE-30 : COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Operator

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

30.2 Compensation for default by the Authority

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

30.3 Extension of Contract Period

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

30.4 Compensation to be in addition

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

30.5 Mitigation of costs and damage

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

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

ARTICLE-31 : SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

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

31.2 Authority to act on behalf of Operator

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

31.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Operation and Maintenance of Buses, including the Maintenance Depots, shall continue to vest in the Operator in accordance with the provisions of this Agreement and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Operator under and in accordance with this Agreement, shall be deemed to have been done or taken for and on behalf of the Operator and the Operator undertakes to indemnify the Authority for all costs incurred during such period. The Operator hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under Clause 31.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Operator for and in respect of Operation and Maintenance of Buses.

31.3 Revocation of Suspension

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

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

31.4 Termination

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

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

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SERVICES LIMITED, C=IN
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ARTICLE-32 : TERMINATION

32.1 Termination for Operator Default

32.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 120 (one hundred and twenty) days, the Operator shall be deemed to be in default of this Agreement (an "**Operator Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority, the Authority's Representative or due to Force Majeure. The defaults referred to herein shall mean and include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of 30 (thirty) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Operator fails to cure, within a Cure Period of 120 (one hundred and twenty) days, the Operator Default for which whole or part of the Performance Security was appropriated;

(c) the Operator fails to complete the Fit Out Works for the Maintenance Depots within 270 (two hundred and seventy) days from the Scheduled Maintenance Depot Completion Date, as may be extended in accordance with the terms of this Agreement;

(d) the Operator fails to supply the Prototype within the period specified in Clause 13.6;

(e) the Operator fails to procure and deliver the Buses in accordance with the Delivery Schedule and the amount of Damages payable by the Operator for such delay exceeds the maximum amount specified in Clause 13.9.2.

(f) the Operator is in material breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(g) the Operator is in breach of its obligations under Clause 19.7;

(h) the Operator has failed to make any payment to the Authority within the period specified in this Agreement and the Authority is unable to set-off such amounts from amounts due from it to the Operator in accordance with the terms of this Agreement;

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(i) a failure by the Operator to achieve the Key Performance Indicators set out in Clauses 20.2 and 20.4 to 20.7 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 in any 6 (six) consecutive months or for aggregated 18 months during the period of the Agreement;

(j) a failure by the Operator to achieve the Key Performance Indicators set out in Clause 20.3 such that the Damages payable by the Operator for such failure exceeds the maximum amount specified in Clause 20.10 for 3 (three) consecutive months;

(k) a material breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect on the Authority;

(l) the Operator creates any Encumbrance in breach of this Agreement;

(m) the Operator repudiates this Agreement (or any part thereof) or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement (or any part thereof);

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect on the Authority;

(p) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect on the Authority;

(q) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Operator suffers an Insolvency Event;

(s) The Operator has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect provided that, the same shall not be considered to be an Operator Default if, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the

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obligations of the Operator under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and

(iii) each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false or the Operator is at any time hereafter found to be in breach thereof;

(u) the Operator submits to the Authority any false statement, notice or other document, in written or electronic form, which has a Material Adverse Effect on the Authority;

(v) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(w) a Suspension of this Agreement pursuant to Clause 31 (to the extent such Suspension is directly attributable to the Operator) for a period exceeding 180 (one hundred and eighty) days;

(x) the Operator commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority and the Operator fails to cure such default in a Cure Period of 120 (one hundred and twenty) days.

32.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Operator Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause 32.1.3.

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32.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.4.1 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Operator in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, (i) procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Operator, or (ii) issue a notice to the Authority requiring it to terminate the Agreement, and upon such notice being issued, the Authority shall, forthwith, immediately terminate this Agreement.

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

32.2 Termination for Authority Default

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

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Operator;

(b) the Authority has failed to make any payments to the Operator in accordance with the provisions of this Agreement.

(c) the Authority fails to provide the Right of Way to the Depot Sites in accordance with the terms of this Agreement;

(d) an assignment by the Authority, of its rights, interests and obligations under this Agreement in contravention of Clause 35.5; or

(e) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

32.2.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of an Authority Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority, with a copy to the CESL; provided that before issuing the Termination Notice, the Operator shall by a notice (which shall

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also be copied to CESL) inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.3 Termination Payment

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

(a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and

(b) 70% (seventy per cent) of the amount representing the Additional Termination Payment.

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

Provided further that, in computing the Termination Payment due to the Operator, the Authority shall deduct an amount equal to any Subsidy and Government Fiscal Assistance received by the Operator from the Program Manager and/or the Authority. Further, upon Termination on account of an Operator Default prior to the Lot COD of the first Lot of Buses, the Authority shall have the right to take over the Fit Out Works in progress in which case it shall pay to the Operator an amount equal to the actual capital cost of the Fit Out Works completed by the Operator up until the date of Termination as verified.

32.3.2 Upon Termination on account of an Authority Default at any time after the Appointed Date, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:

(a) Debt Due;

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

(c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.

It is further clarified that in case of termination on account of an Authority Default, the Authority shall return the Performance Security available with it at the time (if not already released).

32.3.3 Termination Payment shall become due and payable to the Operator within 60 (sixty) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars; provided further that liability of the Authority to make the Termination Payment hereof is subject to the fulfilment of the Divestment Requirements in accordance with the provisions of Article 33 of this Agreement. For the avoidance of doubt, it

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is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

32.3.4 Upon Termination on expiry of the Contract Period by efflux of time, no Termination Payment shall be due and payable to the Operator; provided that in the event any Project Assets shall have been acquired and installed after the 5th (fifth) anniversary of the COD, with prior written consent of the Authority, which consent shall not be unreasonably denied, a Termination Payment equal to 80% (eighty percent) of the Adjusted Depreciated Value of such assets and equipment shall be deemed to be Debt Due for the purposes of Termination Payment. Provided that, any Project Assets acquired by the Operator without the prior written consent of the Authority shall not be taken into account when calculating the Termination Payment under this Clause 32.3.4 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

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

32.4 Certain limitations on Termination Payment

32.4.1 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70 % (seventy per cent) of the Total Project Cost.

32.4.2 The Operator may only construct, acquire or install any Specified Assets after the 5th (fifth) anniversary of COD, but before the 10th (tenth) anniversary thereof (and excluding land), with the prior written consent of the Authority and which consent shall not be unreasonably withheld by the Authority. Provided that, any Project Assets constructed, acquired or installed by the Operator without the prior written consent of the Authority shall not be taken into account when calculating any "**Additional Termination Payment**" due to the Operator under this Article 32 and such Project Assets shall remain the property of the Operator after Termination and the Operator may dispose of such Project Assets as it deems fit.

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32.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Buses, provided that the Termination has occurred after COD;

(b) take possession and control of the Maintenance Depots (including the Charging Infrastructure) forthwith;

(c) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;

(d) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority's premises;

(e) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and

(f) succeed upon election by the Authority, without the necessity of any further action by the Operator, to the interests of the Operator under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

32.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

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ARTICLE-33 : DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Contract Period

33.1.1 Upon expiry of the Contract Period, the Operator shall comply with and conform to the following divestment requirements (the "**Divestment Requirements**"), no later than 15 (fifteen) days from the date of expiry of the Contract Period:

(a) remove all its personnel and vacate and deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein and any Opportunity Charging Stations, free and clear of all Encumbrances;

(b) cure the equipment at the Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations (if applicable) of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice, provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring (in each case for reasons not directly attributable to the Operator) no earlier than 120 (one hundred and twenty) days prior to the expiry of the Contract Period, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, including transferring all relevant records, reports, software (including software codes) and manuals, and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the operation and maintenance of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Maintenance Depots, the Charging Infrastructure and Opportunity Charging Stations, if any, to the extent permissible under Applicable Laws;

(e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any; and

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(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, and Insurance Cover, free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.2 Inspection and cure

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

33.3 Cooperation and assistance on transfer of Maintenance Depots

33.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the assets specified in Clause 33.1.1 in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Depot Sites.

33.3.2 The Authority shall have the option to purchase or hire from the Operator at a fair market value and free from any Encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 33.1.1 and is reasonably required in connection with operation of the Maintenance Depots. For the avoidance of doubt, in the event of Dispute or difference relating to the determination of the fair market value of such plant and machinery, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon termination

33.4.1 Upon Termination after COD and before the expiry of the Contract Period, the Operator shall comply with and conform to the following divestment requirements (the "**Divestment Requirements**"), no later than 15 (fifteen) days from the date of Termination:

(a) procure and deliver forthwith title to, and actual or constructive possession of the Buses and vacate and handover actual or constructive possession of the Maintenance Depots, the Charging Infrastructure and the Opportunity Charging Stations, if any, free and clear of all Encumbrances;

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(b) cure the Maintenance Depots, all Buses, Charging Infrastructure and Opportunity Charging Stations, if any, of all defects and deficiencies so that the Maintenance Depots, Buses, Charging Infrastructure and Opportunity Charging Stations are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accidents, vandalism, arson, riot or natural calamity occurring no earlier than 120 (one hundred and twenty) days prior to such Termination, the Authority shall grant to the Operator such additional time, not exceeding 240 (two hundred forty) days from the date of expiry of the Contract Period, as may be reasonably required for repair and rectification thereof;

(c) provide to the Authority a license or sub-license, free of any Encumbrances, with respect to all Intellectual Property pertaining to the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations including transferring all relevant records, reports, software and manuals and complete 'as built' Drawings as on the Transfer Date so as to enable the Authority to operate and maintain the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and execute such deeds of conveyance, documents and other writings as the Authority may reasonably require in connection therewith. For the avoidance of doubt, the Operator represents and warrants that the Intellectual Property shall be adequate and complete for the Operation and Maintenance of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations and shall be assigned or licensed to the Authority free of any Encumbrance for the operational life of these assets;

(d) transfer and/or deliver to the Authority all Applicable Permits in respect of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations to the extent permissible under Applicable Laws;

(e) take all necessary steps to safeguard and protect the Buses, the Charging Infrastructure, the Opportunity Charging Stations, if any, the Maintenance Depot(s) and all other equipment, materials and goods on the Depot Site;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in respect of the outstanding insurance claims to the extent due and payable to the Authority;

(g) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations; and

(h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations free from all Encumbrances, absolutely unto the Authority or to its nominee.

33.4.2 Subject to the exercise by the Authority of its rights under this Agreement or any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Operator, the Parties shall continue to perform their obligations under this Agreement

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notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.

33.4.3 Upon Termination of this Agreement prior to the Lot COD of the First Lot of Buses, if the Authority exercises its right to take over the Fit Out Works, the Operator shall be required to handover peaceful possession of the Depot Sites and any Fit Out Works to the Authority no later than 15 (fifteen) days from the date of Termination. If the Authority chooses not to take over the Fit Out Works, the Operator shall clear the Depot Site(s) and handover vacant, peaceful possession of the Depot Site(s) to the Authority no later than 30 (thirty) days from the date of Termination.

33.5 Vesting Certificate

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

33.6 Divestment costs etc.

33.6.1 Upon expiry of the Contract Period, the Authority shall bear and pay, all costs incidental to divestment of all of the rights, title and interest of the Operator in the Maintenance Depots, Charging Infrastructure and the Opportunity Charging Stations, if any, in favour of the Authority. It is further clarified that Authority will not reimburse/ bear and pay the capital cost of any of the assets which are to be transferred to the Authority.

33.6.2 In the event of Termination attributable to the Operator, the Operator shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination.

33.6.3 In the event of Termination attributable to the Authority, the Authority shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, in favour of the Authority upon such Termination. It is further clarified that Authority will not reimburse the capital cost of any of the assets which are to be transferred to the Authority.

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

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ARTICLE-34 : DEFECTS LIABILITY AFTER TERMINATION

34.1 Liability for defects after Termination

The Operator shall be responsible for all defects and deficiencies in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, for a period of within 180 (one hundred and eighty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations during the aforesaid period. In the event that the Operator fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Operator's risk and cost. All costs incurred by the Authority hereunder shall be reimbursed by the Operator to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

34.2 Retention in Escrow Account

34.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 34.2.3, a sum equal to 10% (ten per cent) of the total Fee in respect of the Contract Year immediately preceding the Transfer Date shall be retained by the Authority for a period of 180 (one hundred and eighty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 34.1.

34.2.2 Without prejudice to the provisions of Clause 34.2.1, the Authority shall carry out an inspection of the Buses, Maintenance Depots, Charging Infrastructure and Opportunity Charging Stations, if any, at any time between 180 (one hundred and eighty) and 15 (fifteen) days prior to the Transfer Date and if it determines that the status of the Buses, Maintenance Depots, Charging Infrastructure or Opportunity Charging Stations is such that a sum larger than the amount stipulated in Clause 34.2.1 should be retained by the Authority and for a period longer than the aforesaid 180 (one hundred and eighty) days, the amount so determined, subject to a ceiling equivalent to twice the amount specified in Clause 34.2.1 shall be retained by the Authority for a period not exceeding 240 (two hundred and forty) days.

34.2.3 The Operator may, for the performance of its obligations under this Article 34, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 34.2.1 or 34.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-D (the "**Defects Performance Security**"), to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Defects Performance Security for undertaking the repairs or rectification at the Operator's risk and cost in accordance with the provisions of this Article 34. Upon furnishing of a Performance Security under this Clause 34.2.3, the retention of funds in terms of Clause 34.2.1 or 34.2.2, as the case may be, shall be dispensed with.

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6. Part VI Other Provisions

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ARTICLE-35 : ASSIGNMENT AND CHARGES

35.1 Ownership of Project Assets

35.1.1 The Operator shall be the legal and beneficial owner, or shall have legal and beneficial right of use, of the Project Assets during the Contract Period and up until the divestment of its rights in the Project Assets in accordance with Article 33.

35.2 Restrictions on assignment and charges

35.2.1 Subject to Clause 35.3, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority.

35.2.2 Subject to the provisions of Clause 35.3, the Operator shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Operator is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

35.3 Permitted assignment and charges

The restraints set forth in Clause 35.2 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;

(b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, other than Project Assets, arising or created in the ordinary course of business of the Operator, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;

(c) assignment of rights, interest and obligations of the Operator to or in favour of the Lenders' Representative as nominee and for the benefit the Senior Lenders, to the extent covered by an in accordance with the Substitution Agreement as security for financing provided by the Senior Lenders under the Financing Agreements; and

(d) retention of title and ownership of the Buses by the Lessors, if any;

(e) liens or encumbrances required by any Applicable Law.

(f) subcontracting limited to operations of the buses; and

(g) any assignment of Insurance Policy in favour of Lenders as per the Financing Agreements.

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35.4 Substitution Agreement

35.4.1 The Lenders' Representative, on behalf of Senior Lenders, or Lessor(s) if any may exercise the right to substitute the Operator pursuant to the agreement for substitution of the Operator (the "**Substitution Agreement**") to be entered into amongst the Operator, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-R.

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

35.5 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Operator, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who shall, at a minimum, have a credit rating (set by a reputed credit rating agency) that is equal to or better than that of the Authority as of the date of such assignment.

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ARTICLE-36 : CHANGE IN LAW

36.1 Increase in costs

If as a result of Change in Law, the Operator suffers an increase in costs or reduction in net after-tax return or other financial burden, the Operator may so notify the Authority. Upon the issuance of a notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on any amendments to this Agreement or on any other mutually agreed arrangement by which the Authority will compensate the Operator.

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

36.2 Reduction in costs

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

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

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36.3 Protection of NPV

Pursuant to the provisions of Clauses 36.1 and 36.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Operator has raised its debt under its Financing Agreements.

36.4 Restriction on cash compensation

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

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ARTICLE-37 : LIABILITY AND INDEMNITY

37.1 General indemnity

37.1.1 The Operator shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") from and against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Operator of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of goods and services by the Operator to the Authority or to any person or from any negligence of the Operator under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, a breach or default of this Agreement or any related agreement and/or a breach of its statutory duty on the part of the Authority Indemnified Persons.

37.1.2 The Authority shall indemnify, defend, save and hold harmless the Operator and its officers, servants and agents (the "**Operator Indemnified Parties**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of (a) defect in title and/or the rights of the Authority in the land comprised in the Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Operator.

37.2 Indemnity by the Operator

37.2.1 Without limiting the generality of Clause 37.1, the Operator shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Operator to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's Contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its Contractors which are payable by the Operator or any of its Contractors.

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

37.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 37 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

37.4 Defence of claims

37.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be reimbursed by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 37, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be

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reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

37.4.2 If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

37.4.3 If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 37.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

37.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 37, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage

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of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

37.6 Limitation of Liability

37.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except with respect to any Termination Payment payable by the Authority in accordance with the terms of this Agreement, shall not exceed Rs. 1 crore (Rupees one crore) per Bus that is procured under this Agreement. For the avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties.

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

37.7 Survival on Termination

The provisions of this Article 37 shall survive Termination.

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ARTICLE-38 : RIGHTS AND TITLE OVER SITES

38.1 Operator's rights

For the purpose of this Agreement, the Operator shall have rights to the use of the Depot Sites as the sole and exclusive licensee, subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Depot Sites by third parties in accordance with and subject to the provisions of this Agreement.

38.2 Access rights of the Authority and others

38.2.1 The Operator shall allow free access to the Depot Sites at all times for the authorised representatives of the Authority and for the persons duly authorised by any Government Instrumentality to inspect the Maintenance Depots, and to investigate any matter within their authority, and upon reasonable notice, the Operator shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

38.2.2 The Operator shall, for the purpose of operation and maintenance of any utility allow free access to the Depot Sites, as the case may be, at all times for the authorised persons and vehicles of the controlling body of such utility.

38.3 Property taxes

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

38.4 Restriction on sub-letting

The Operator shall not sublicense or sublet the whole or any part of Depot Sites, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Operator to appoint Contractors for the performance of its obligations hereunder including for Operation and Maintenance of all or any part of the Depot Sites.

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ARTICLE-39 : DISPUTE RESOLUTION

39.1 Dispute resolution

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

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

39.2 Conciliation

39.2.1 Conciliation in case of Operational disputes. The following procedure is to be followed for conciliation in case of disputes impacting the daily operations of the Buses.

Provision of Dispute Resolution Committee at the City & State level:

a) City Dispute Resolution Committee (CDRC)

The city shall constitute/ notify Standing Dispute Resolution Committee within 30 days from the signing of agreement. The committee shall comprise of the following members:

i) Municipal commissioner/ Deputy Municipal Commissioner of the city- Chair of the committee;

ii) Depot Manager- Convener of the committee;

iii) One representative from the Operator; and

iv) An independent expert nominated by the Chair.

b) State Dispute Resolution Committee (SDRC)

The state shall constitute/ notify Standing Dispute Resolution Committee within 30 days from the signing of agreement by first city. The committee shall comprise of the following members:

i) Chief/ MD/ General Manager of STUs or Secretary/Principal Secretary of Transport/Urban Development- Chair of the committee;

ii) Municipal commissioner/ Deputy Municipal Commissioner of the respective city- Convener of the committee;

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iii) One representative at the level of Director from the Operator; and

iv) An independent subject expert nominated by the Chair.

c) In the event of any dispute either Party may apply in writing for resolution of dispute by the city level committee initially. The City Dispute Resolution Committee shall make efforts to resolve the dispute within 30 days from the date of application. Failing resolution of dispute by the Committee, applicant party may approach the State Dispute Resolution Committee which shall make efforts to resolve the dispute within 30 days from the date of application. Failing resolution of dispute at both the levels, either Party may refer the Dispute for arbitration in accordance with the provisions of Clause 39.3.

39.2.2 Conciliation in case of disputes other than Operational disputes covered in 39.2.1

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person (the Adjudicator) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the [Chairman of ***] and the Chairman of the Board of Directors of the Operator for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 39.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 39.3. The fees payable to the Adjudicator shall be borne equally by the Parties.

39.3 Arbitration

39.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 39.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 39.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be [[●]]5, and the language of arbitration proceedings shall be English.

39.3.2 There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall nominate 1 (one) arbitrator within 15 days of either Party notifying the other their intent to initiate arbitration proceedings, and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected. In the event of either Party failing to nominate an arbitrator or the two arbitrators failing to nominate the third arbitrator within 15 days of their nomination, the appointment shall be made in accordance with the Rules.

[5] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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39.3.3 The arbitral tribunal shall make a reasoned award (the "**Award**") within a period of twelve (12) months from the date of constitution of the Panel or an extended period mutually agreed by the Parties. Any Award made in any arbitration held pursuant to this Article 39 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.

39.3.4 The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.

39.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

39.4 Adjudication by a tribunal

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

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ARTICLE-40 : DISCLOSURE

40.1 Disclosure of Specified Documents

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

40.2 Disclosure of Documents relating to safety

The Operator shall make available for inspection by any person copies of all Documents and data relating to Safety of the Buses, free of charge, during normal business hours on all working days, at the Operator's registered office. The Operator shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

40.3 Withholding disclosure of Protected Documents

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

Explanation:

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

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ARTICLE-41 : REDRESSAL OF COMPLAINTS

41.1 Complaint Register

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

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

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

41.2 Redressal of complaints

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

41.2.2 In the event that a complaint shall require an urgent response from the Operator, the driver of a Bus or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Control Centre forthwith.

41.2.3 The Operator shall submit to the Authority, relevant extracts of the Complaint Register no later than [7 (seven)] days from the close of each month. If the Operator fails to address complaints in accordance with this Article 41, the Operator shall pay Damages equal to INR 2,500 per bus for each day of delay to rectify each of the complaints specified in the Complaint Register, to the satisfaction of the Authority.

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ARTICLE-42 : MISCELLANEOUS

42.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [●][6] shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

42.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

42.3 Depreciation

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

[6] **Drafting Note** – Insert the relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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42.4 Delayed payments

42.4.1 The Parties hereto agree that payments due that are not covered under Payment Security Mechanism from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

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

42.5 Waiver

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

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

42.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority of any Project Agreement, Document or Drawing submitted by the Operator nor any observation or inspection of the construction, operation or maintenance of the Project and Buses nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Operator by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

42.7 Exclusion of implied warranties etc.

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

42.8 Survival

42.8.1 Termination shall:

(a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

42.9 Entire Agreement

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

42.10 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with

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SERVICES LIMITED, C=IN
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a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

42.11 No partnership

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

42.12 Third parties

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

42.13 Successors and assigns

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

42.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside [●]7 may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or email to the number as the Operator may from time to time designate by notice to the Authority;

{Attention:
Designation:

[7] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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Digitally signed by DEEPAK MITTAL
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Address:
Fax No:
Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Operator; provided that if the Operator does not have an office in [●]8 it may send such notice by facsimile or email and by registered acknowledgement due, air mail or by courier;

{Name:
Designation:
Address:
Fax No:
Email:}; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

42.15 Language

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

42.16 Counterparts

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

[8] **Drafting Note** – Insert relevant city for which the agreement pertains (i.e., the city where the buses are being deployed).

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ARTICLE-43 : DEFINITIONS

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Auditors**" shall have the meaning ascribed to it in Clause 26.2.3;

"**Additional Termination Payment**" means the amount payable upon Termination in respect of Specified Assets, if any, as further limited by the provisions of Clause 32.4.2;

"**Adjusted Depreciated Value**" means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date;

"**Adjusted Equity**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "**Reference Date**"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

(b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "**Base Adjusted Equity**") and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and

(c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)[9] thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;

"**Affected Party**" shall have the meaning as set forth in Clause 29.1;

[9] This number shall be substituted in each case by the figure arrived at upon dividing 100 by the number of months comprising the Contract Period. For example, the figure for a 15 (fifteen) year Contract Period shall be 100/180= 0.555 rounded off to two decimal points i.e. 0.56.

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"**Agreement**" or "means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Allowed Energy Consumption**" shall have the meaning as set forth in Clause 22.5.3;

"**Annual Safety Report**" shall have the meaning ascribed to it in Clause 18.5.1;

"**Appendix**" shall have the meaning as set forth in Clause 10.3.1;

"**Applicable Laws**" means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, the State Government or any Government Instrumentality having jurisdiction over the Parties, the Depot Sites or the Project, including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, Operation and Maintenance of the Buses and Maintenance Depots, as the case may be, during the subsistence of this Agreement and shall include those as set out in Schedule-C;

"**Appointed Date**" means the date on which Financial Close is achieved and all the Condition Precedents are satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Contract Period;

"**Approved Valuer**" means a firm of valuers recognized as such by the Inform Tax Department and having experience of valuing at least 5 (five) properties exceeding Rs. 100 cr. (Rs. One hundred crore) each in value.

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"**Associate**" or "**Affiliate**" means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Authority Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Authority as set out in Schedule-C;

"**Authority Default**" shall have the meaning set forth in Clause 32.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 37.1.1;

"**Authority Nominated Personnel**" means any person authorized by the Authority to collect User

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Fare from passengers for using the Bus Service;

"**Authority Representative**" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having Authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Availability**" shall have the meaning set forth in Clause 20.3.2;

"**Award**" shall have the meaning set forth in Clause 39.3.3;

"**Bank**" means a nationalised bank or a scheduled bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934;

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Base Index Date**" means the last date of the month which shall have closed no later than 30 (thirty) days prior to the Bid Date;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"Bid Documents" mean the Request for Proposal dated ____ issued by CESL on behalf of participating entities comprising of 3 volumes including instruction to bidders (Volume 1), draft Master Concession Agreement (Volume 2) and Technical Specifications (Volume 3).

"**Bid Security**" means the security provided by the Operator to the Authority along with the Bid in accordance with the Request for Selection, and which is to remain in force until substituted by the Performance Security;

"**Breakdown**" means the mechanical failure of a bus that prevents the bus from being in operation or impedes the operation so much that it is impossible or dangerous to operate, provided that such mechanical failure has not arisen on account of any accidents, vandalism, arson, riots or natural calamities;

"**Breakdown Factor**" shall have the meaning as set forth in Clause 20.2.1;

"**Bus**" means a bus complying with Standards and Specifications as detailed in Schedule-B, procured by the Operator as per the Delivery Schedule, for the purposes of Project;

"**Bus Lease Agreement**" means the agreement entered into between the Operator and a Lessor for leasing of the Buses to be supplied to the Authority in accordance with this Agreement.

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"**Bus Kilometer**" means kilometers travelled by each Bus, as per Clause 22.1.3;

"**Bus Kms Frequency**" shall have the meaning as set forth in Clause 20.5.1(b);

"**Bus Service**" means the service provided to Users in terms of this Agreement;

"**Bus Stop**" means designated stops, along the routes from where passengers board and alight the Bus, as per the Deployment Plan at Schedule-J;

"**CESL**" shall have the meaning set forth in Recital B;

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

(a) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Instrumentality;

(b) the repeal, modification or re-enactment of any existing Applicable Law;

(c) the commencement of any Applicable Law, which has not entered into effect until the Bid Date;

(d) the introduction of a requirement for the Operator to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit;

(e) a change in the interpretation or application of any Applicable Law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or

(f) any change in the rates of any of the Taxes that have a direct effect on the Agreement;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares or a fresh issue of any of the foregoing, that causes the aggregate holding of the {Selected Bidder/Consortium Members}, together with {its/their} Associates in the total Equity to decline below (i) 51% (fifty one per cent) thereof till the completion of 2 (two) years from the COD and (ii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator till the completion of 2 (two) years from the COD , shall constitute a Change in Ownership;

"**Change of Scope**" shall have the meaning as set forth in Clause 15.1;

"**Change of Scope Notice**" shall have the meaning set forth in Clause 15.2.1;

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"**Change of Scope Order**" shall have the meaning set forth in Clause 15.2.3;

"**Charging Infrastructure**" means the charging infrastructure and equipment required to be installed by the Operator at the Maintenance Depots for the sole purpose of charging Buses which shall include the required electric and allied civil infrastructure for Charging the buses, in accordance with the Specifications and Standards;

"**Commencement of Service**" means, with respect to any Bus, the date such Bus is commissioned and put in commercial operations, in each case, in accordance with the provisions of this Agreement;

"**Commercial Operation Date**" or "**COD**" shall have the meaning set forth in Clause 14.2.3;

"**Completion Certificate**" shall have the meaning as set forth in Clause 14.2.2;

"**Complaint Register**" shall have the meaning as set forth in Clause 41.1.1;

"**Concession**" shall have the meaning set forth in Clause 3.1.1;

"**Control Centre**" shall have the meaning as set forth in Clause 16.4.7;

"**Conditions Precedent**" shall have the meaning as set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning as set forth in Recital (C);}

"**Consumables**" shall have the meaning as set forth in Clause 17.3.1;

"**Contract Period**" shall have the meaning as set forth in Clause 3.1.1;

"**Contract Year**" means the First Contract Year and thereafter each period of 12 (twelve) Months, provided that the last Contract Year shall end on the last day of the Contract Period.

"**Contractor**" means the person or persons, as the case may be, with whom the Operator has entered into any of the construction contracts, the O&M Contract any other material contract for the Fit Out Works, operation and/or maintenance of the Maintenance Depots, the Charging Infrastructure or the Buses, as the case may be, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Operator;

"**Covenant**" shall have the meaning as set forth in Clause 5.2.5;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

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(c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;

"**Damages**" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the lenders under the financing agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the financing agreements to any lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default, provided that any accrued interest payable under the financing agreements on, or in respect of, the debt referred to in Sub-clause (a) in the event of Termination due to an Operator Default shall be capped at the lesser of (i) the interest rate specified in the financing agreements; or (ii) 5% (five percent) above the Bank Rate;

(c) any debt provided by the lenders in connection with any bank guarantees submitted by the Operator to the Authority pursuant to any Subsidy or Government Fiscal Assistance received by the Operator, to the extent that such bank guarantees have been called and become funded; and

(d) if the Buses are leased by the Operator, then the lease rentals for the shorter of: (i) the remaining term of the Bus Lease Agreement(s); and (ii) the balance Contract Period.

provided that if all or any part of the Debt Due is convertible into Equity at the option of lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken; provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy per cent) of the Total Project Cost.

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges, Bus Lease rentals due and payable in an Accounting Year to the Senior Lenders or the Lessor(s), as the case may be, for and in respect of Debt Due under the Financing Agreements or under the Bus Lease Agreement(s), as the case may be;

"**Defects Performance Security**" shall have the meaning as set forth in Clause 34.2.3;

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"**Delay Event**" shall mean:

(i) occurrence of a Force Majeure event, provided that the requirements of Clause 29.5 have been complied with;

(ii) a Change in Law;

(iii) undue delay by the relevant Government Instrumentality in granting or renewing any Applicable Permit, despite the Operator having applied for such grant or renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;

(iv) undue delay by the relevant Government Instrumentality in providing any utility connection, despite the Authority or the Operator, as the case may be, having applied for such utility connection expeditiously and having complied with the requirements of Applicable Laws in making such application;

(v) failure by the Authority to handover possession of Maintenance Depots meeting the Minimum Maintenance Depot Specifications in accordance with the requirements of this Agreement;

(vi) any delay directly attributable to unforeseen site conditions in accordance with Clause 10.9; and

(vii) delay caused in complying with any instructions of the Authority, which instructions are not directly attributable to any default of the Operator.

"**Delivery Schedule**" shall mean the schedule according to which the Operator shall procure and deliver the Buses in accordance with the terms of this Agreement and as set out in Schedule-J;

"**Depot Sites**" shall have the meaning as set forth in Article 10;

"**Deployment Plan**" shall have the meaning as set forth in Clause 16.5.1;

"**Designs**" or "**Drawings**" means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule-F;

"**Design Report**" shall have the meaning as set forth in Clause 13.4.2;

"**Dispute**" shall have the meaning as set forth in Clause 39.1.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes as set forth in Article 39;

"**Divestment Requirements**" means the obligations of the Operator for and in respect of Termination as set forth in Clause 33.1.1;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

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"**Emergency**" means a condition or situation that is likely to endanger the environment or lives or security of the individuals on or about the Maintenance Depots or Buses, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Licensed Premises, Maintenance Depots or Buses and, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Maintenance Depots or Buses, as the case may be, where applicable herein;

"Equal opportunity" means that the Operator cannot use the following characteristics as reasons to hire or reject candidates or make other employment decisions including wages: Race / color, origin / ethnicity, religion, age, sex / gender / sexual orientation, physical or mental disability except to the extent it such characteristic makes the candidate unsuitable for the position in question e.g., a candidate with poor eyes-sight for driving duty.

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Operator, and any interest-free funds advanced by any shareholder of the Operator for meeting such equity component.

"**Escrow Account**" means an account which the Authority shall open and maintain with the Escrow Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account;

"**Escrow Agreement**" shall have the meaning set forth in Clause 27.1.2;

"**Escrow Bank**" shall have the meaning set forth in Clause 27.1.1;

"**Escrow Default**" shall have the meaning set forth in Schedule-M;

"**Fee**" shall have the meaning set forth in Clause 22.1;

"**Fee Revision Date**" means the date of Fee Revision in accordance with Clause 22.4.1;

"**Financial Aggregator**" means any entity including its associates with the intent and capability of providing capital/funds for the e-bus business eligible as per eligibility and qualifications criteria set forth in Request for Proposals under the project;

"**Financial Close**" means the fulfilment of all Conditions Precedent to the initial availability of funds under the Financing Agreements or the Bus Lease Agreement(s);

"**Financial Model**" means the financial model adopted by lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the lenders or the Lessor under the Bus Lease Agreement(s), and

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includes a description of the assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the lenders, and includes Equity, all financial assistance specified in the financing agreements, subordinated debt, lease rentals and other financial terms of lease under the Bus Lease Agreement(s) if any;

"**Financing Agreements**" means the agreements executed by the Operator in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to nonconvertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**First Contract Year**" means the period of 12 (twelve) calendar months commencing from the date on which the Lot COD for the first Lot of Buses procured by the Operator is achieved.

"**Fit Out Works**" means all works and things required to be undertaken by the Operator to completely fit out, equip and otherwise complete the Maintenance Depots in accordance with this Agreement, including the provision of all service equipment, tools, tackles, facilities, civil and electrical works and any other allied infrastructure (including the Charging Infrastructure) as may be required to Operate and Maintain the Buses, the Maintenance Depot and the Charging Infrastructure;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 29.1;

"**Force Majeure Costs**" shall have the meaning as set forth in Clause 29.7.2;

"General Safety" means an event of a **minor accident** in which a person is injured or no injury but damage to vehicle and/or property sustains. In case of injury, the nature of injury shall be of minor nature such as a cut, sprain or bruise, where only first aid is required and does not require hospitalisation.

"**GoI**" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Fiscal Assistance**" means, any financial assistance provided to the Operator by any Government Instrumentality, under any Applicable Laws or any scheme, policy or guidelines, as may be applicable;

"**Government Instrumentality**" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, Authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the

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Buses or Maintenance Depots as the case may be, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;

"**Gross Cost Contract (GCC)**" shall mean the model of procurement where the Buses and Charging Infrastructure are owned, operated, and maintained by the Operator for a specific rate and contract period. The Authority pays a pre-decided per km fee (PK Fee) for these services discovered through competitive bidding process to the Operator. The revenue generated from transport services is collected by the Authority. The major roles and responsibilities of the Operator and Authority are defined in Article 5 and Article 6 respectively of this Agreement.

"**Guaranteed Availability**" shall have the meaning set forth in Clause 20.3.3;

"**Guaranteed Arrival Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Bus Kms Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Guaranteed Start Punctuality**" shall have the meaning set forth in Clause 20.4.4;

"**Guaranteed Trip Frequency**" shall have the meaning set forth in Clause 20.5.2;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 37;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 37;

"**Indirect Political Event**" shall have the meaning as set forth in Clause 29.3;

"**Insolvency Event**" in respect of a Party means:

(a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("**Code**"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days or (C) directions with the same or similar effect happen under the provisions of the Companies Act, 1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

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"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Operator pursuant to Article 25, and includes all insurances required to be taken out by the Operator under Clause 25.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Intelligent Transit Management Systems**" or "**ITMS**" shall have the meaning as set forth in Clause 16.4.7;

"**Invoice**" shall have the meaning as set forth in Clause 22.2.1;

"**Invoice Amount**" shall have the meaning as set forth in Clause 22.2.2;

"**Key Performance Indicators**" shall have the meaning as set forth in Clause 20.1;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (D);

"**Lead Member**" shall mean the lead member of the Consortium, and in the event there is no Consortium, the Selected Bidder;

"**Lenders' Representative**" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**Lessor"** means the manufacturer or owner of the Buses or any other Person who provides the Buses on lease to the Operator for supply to the Authority in accordance with this Agreement.

"**Licensed Premises**" shall have the meaning set forth in Clause 10.2.2;

"**Lot(s)**" means the Buses procured, by the Operator, in lots as per the Delivery Schedule;

"**Lot Commercial Operation Date**" or "**Lot COD**" shall have the meaning set forth in Clause 14.2.3;

"**Maintenance Depots**" shall mean the bus depots and/or terminals to be handed over by the Authority to the Operator for the Buses at the Depot Sites specified in Schedule-A, in accordance with the Minimum Maintenance Depot Specifications, Applicable Laws and Good Industry Practices;

"**Maintenance Depot Completion Certificate**" shall have the meaning as set forth in Clause 12.5.4;

"**Maintenance Depot Completion Date**" means the date on which the Completion Certificate is issued under the provisions of Article 14;

"**Maintenance Inspection Report**" shall have the meaning as set forth in Clause 19.3;

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"**Maintenance Manual**" shall have the meaning ascribed to it in Clause 17.2.1;

"**Maintenance Obligations**" shall have the meaning as set forth in Clause 17.1.1;

"**Maintenance Requirements**" shall have the meaning as set forth in Clause 17.4;

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**Minimum Escrow Balance**" shall have the meaning as set forth in Clause 27.1.3;

"**Minimum Maintenance Depot Specifications**" means the minimum specifications and standards according to which the Maintenance Depots are required to be designed, constructed and completed prior to its handover by the Authority to the Operator in accordance with the requirements of this Agreement, as set forth in Schedule [□].

"**Monthly Fees**" shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

"**Monthly Assured Bus Kilometres/ Monthly Assured Kilometers**" shall have the meaning ascribed to it in Clause 22.3.1;

"**Monthly Assured Payment Amount**" shall have the meaning ascribed to it in Clause 22.3.2;

"**Monthly Assured Payment Invoice**" shall have the meaning ascribed to it in Clause 22.3.3;

"**MW**" means minimum wages (skilled category) as notified by the relevant Government Instrumentality in accordance with Applicable Laws.

"**Non-Political Event**" shall have the meaning as set forth in Clause 29.2;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Operator, and proposed to the Authority for assignment/transfer of the Agreement;

"**NPV**" shall have the meaning as set forth in Clause 36.3;

"**Operation and Maintenance**" or "**O&M**" means operation and maintenance of the Buses, the Maintenance Depot and the Charging Infrastructure, as the case may be, and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

"**O&M Contract**" means the maintenance contract that may be entered into between the Operator and the O&M Contractor for performance of all or any of the O&M obligations;

"**O&M Contractor**" means the person, if any, with whom the Operator has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Operator;

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"**O&M Expenses**" means expenses incurred by or on behalf of the Operator or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Operational Infractions**" shall mean those events, incidents or circumstances of sub-optimal performance and/or non-compliance with the Operations and Maintenance requirements in this Agreement which are as set out in Schedule-T.

"**Operational Route**" shall have the meaning as set forth in Clause 16.4.1;

"**Operator Applicable Permits**" shall mean those Applicable Permits that are required to be obtained by the Operator as set out in Schedule-C;

"**Operator Default**" shall have the meaning as set forth in Clause 32.1.1;

"**Operator Indemnified Parties**" shall have the meaning as set forth in Clause 37.1.2;

"**Opportunity Charging Stations**" shall have the meaning as set forth in Clause 16.4.8;

"**Overnight Charge**" or "**Overnight Charging**" means, with respect to each Bus, the ability to fully charge the battery of such Bus from full discharge, between the time such Bus is scheduled to arrive at the Maintenance Depot after completing its operations on any day and the time such Bus is next scheduled to commence operations (which may be on the immediately next day), in each case in accordance with the Deployment Plan.

"**Panel of Chartered Accountants**" shall have the meaning set forth in Clause 26.2.1;

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"**Passenger Charter**" shall have the meaning as set forth in Clause 20.10;

"**Performance Security**" shall have the meaning as set forth in Clause 9.1.1;

"**PK Fee**" means the amount in INR payable by the Authority to the Operator for each kilometer of bus operation under this Agreement and at which the LOA has been awarded to the Operator.

"**PKM**" or "**Passenger Kilometres**" means the cumulative distance travelled by Users on the Buses in a day;

"**Political Event**" shall have the meaning as set forth in Clause 29.4;

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"**Project**" means the supply, operation and maintenance of Buses and the Fit Out Works, operation and maintenance of the Maintenance Depots in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Agreement;

"**Project Agreements**" means this Agreement, construction contracts, supply contracts, O&M Contract, the Bus Lease Agreement and any other material agreements or contracts that may be entered into by the Operator with any person in connection with matters relating to, arising out of or incidental to this Agreement, but does not include any agreement for goods and services for the Maintenance Depots;

"**Project Assets**" means all physical and other assets relating to and forming part of the Depot Sites and Maintenance Depots, including:

(a) rights over the Licensed Premises in the form of licence, Right of Way or otherwise;

(b) tangible assets such as civil works and equipment including foundations, embankments, electrical systems, communication systems and administrative offices;

(c) all rights of the Operator under the Project Agreements;

(d) financial assets, such as receivables, security deposits etc.;

(e) insurance proceeds; and

(f) Applicable Permits and authorisations relating to or in respect of the Project;

"**Project Milestones**" means the project milestones set forth in Schedule-E;

"**Protected Documents**" shall have the meaning as set forth in Clause 40.3;

"**Prototype**" shall have the meaning as set forth in Clause 13.4.1;

"**Provisional Maintenance Manual**" shall have the meaning as set forth in Clause 17.2.1;

"**Provisional Operation Manual**" shall have the meaning as set forth in Clause 16.3.1;

"**Punch List**" shall have the meaning set forth in Clause 14.1.5;

"**Re**.", "**Rs**." or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India;

"**Real Estate Development**" shall have the meaning set forth in Annex-II ;

"**Reference Exchange Rate**" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"**Reference Index Date**" for and in respect of a Year, means the last date of the month which shall have closed no later than 30 (thirty) days prior to commencement of that Year;

"**Request for Proposals**" or "**RFP**" shall have the meaning as set forth in Recital (B);

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"**Revision of Fee**" shall have the meaning set forth in Clause 22.4.1;

"Right of Way" means the constructive possession of the Depot Sites, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Maintenance Depots [and Real Estate Development]10, in accordance with this Agreement;

"**Safety**" means general safety and severe safety;

"**Safety Requirements**" shall have the meaning as set forth in Clause 18.1;

"**Scheduled COD**" shall have the meaning set forth in Clause 14.3;

"**Scheduled CP Satisfaction Date**" shall have the meaning set forth in Clause 4.2(a);

"**Scheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.2;

"**Scheduled Maintenance Depot Completion Date**" shall have the meaning set forth in Clause 12.5.1;

"**Scope of the Agreement**" shall have the meaning as set forth in Clause 2.1;

"**Selected Bidder**" shall have the meaning as set forth in Recital (C);

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees or lessors in case of leasing of assets, who have agreed to guarantee or provide finance to the Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Operator;

"Severe Safety" means an event of a **Major Accident** causing a loss of life or a grievous injury due to which a person is detained in hospital as an "in patient" or if any one of the following injuries are sustained whether or not he or she is detained in the hospital such as fractures, concussions, internal injuries, crushing, severe cuts and lacerations or severe general shock requiring medical treatment and victim may or may not require ICU admission.

"**Spares**" shall have the meaning as set forth in Clause 17.3.2;

"**Specifications and Standards**" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Buses and Maintenance Depots, as set forth in Schedule-B, and any modifications thereof, or additions thereto, as included in the design and engineering for the Buses submitted by the Operator to, and expressly approved by, the Authority;

"**Specified Assets**" means and includes such of the Project Assets which are constructed, acquired or installed after the [5th (fifth)] anniversary of COD, but before the [10th (tenth)] anniversary thereof; and but shall in no case include land.

"**Specified Documents**" shall have the meaning as set forth in Clause 40.1;

[10] **Drafting Note** – To be deleted if Real Estate Development is not included.

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"**Start Punctuality**" shall have the meaning as set forth in Clause 20.4.1;

"**State**" means the State of [●] and

"**State Government**" means the government of [●];

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

"**Substitution Agreement**" shall have the meaning as set forth in Clause 35.4.1;

"**Suspension**" shall have the meaning as set forth in Clause 31.1;

"**Taxes**" means any Indian taxes including the goods and services tax, excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project, which are charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"**Termination**" means the termination of this Agreement in accordance with its terms;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority under and in accordance with the provisions of this Agreement, upon Termination and includes Additional Termination Payment. For the avoidance of doubt, it is expressly agreed that the amount payable shall be subject to the limitations specified in Clause 32.3;

"**Tests**" means the tests as set forth in Schedule-H to determine the conformity of Buses with the provisions of this Agreement;

"Total Project Cost" means the capital cost incurred on construction and financing of the Project, excluding Real Estate Development, and shall be limited to the lowest of:

(a) the capital cost* of the project as set forth in the Financial Package;

(b) the actual capital cost of the Project upon completion;

*Capital cost per bus calculated at 50% of the PK fee quoted by the bidder at Net Present Value (NPV) of Net Present Value (NPV) of all future payments, using total minimum Monthly Assured Kilometers and total contract period, cost of the bus will be calculated using 10.5 % discount rate, to be compounded on monthly basis. This will be calculated using the following formula.

Capital cost per bus = $\frac{a}{r}(1-\frac{1}{(1+r)^n}$

Where,

a – Monthly equal payment for Capital Cost

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= 0.5 * L1 GCC Rate * Monthly Assured Kilometers

r - Monthly discount rate in decimals

n - Contract Period in months

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount herein before specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost. For the avoidance of doubt, it is agreed that Total Project Cost shall not include the cost of Specified Assets.

"**Total Scheduled Bus Kilometers**" shall have the meaning as set forth in Schedule-J;

"**Training Obligations**" shall have the meaning as set forth in Clause 23.1;

"**Transfer Date**" means the date of completion of the services under this Agreement or termination of the Agreement by a Termination Notice;

"**Trip Frequency**" shall have the meaning as set forth in Clause 20.5.1;

"**Unscheduled Maintenance**" shall have the meaning as set forth in Clause 17.2.4;

"**Unsubsidised Buses**" shall have the meaning as set forth in Clause 22.6.2;

"**User**" means a person who uses or intends to use the Buses on payment of User Fare or in accordance with the provisions of this Agreement and Applicable Laws;

"**User Fare**" means the fare payable by users for traveling on the Bus;

"**Vesting Certificate**" shall have the meaning as set forth in Clause 33.5.

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GoI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERD THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

THE AUTHORITY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

In the presence of:

1.

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the ……...day of 20…… hereunto affixed in the presence of ……. Director, who has signed these presents in token thereof and

…… Company Secretary / Authorised Officer who has countersigned the same in token thereof[£]:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail Address)

2.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

£ To be affixed in accordance with the articles of association of the Operator and the resolution passed by its Board of Directors

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULES

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-A : SITE OF THE MAINTENANCE DEPOT

(See Clause 10.1)

1 The Depot Site

1.1 Depot Site shall include the land described in Annex-I of this Schedule-A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to the Site shall be prepared jointly by the Authority Representative and the Operator, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Annex - I
Site of the Depot

[●]

Note: Through suitable Drawings and description in words, the land comprising the Site shall be specified briefly but precisely. In the event there are any buildings or structures on the Site, the same shall be marked in the Drawings and briefly described in words.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

[Annex-II
Real Estate Development]

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
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[Annex - III
Funded Works
(*See Clause 12.6*)
[●]

Note: Briefly but precisely list the work to be included in Funded Works along with the lump sum amount of capital cost of each of the listed works.**]**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
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SCHEDULE-B : SPECIFICATIONS AND STANDARDS

(See Clause 12.5.1)

1. The Operator shall comply with the Bus Specifications (including specifications for ITS) set forth in Volume 3 – Technical Specifications for procurement of Buses.

2. Latest bus specifications, currently [Urban Bus Specifications - II issued by Ministry of Urban Development, GoI in April 2013, the AIS 052 – Bus Body Code issued by the Automotive Research Association of India ("ARAI") in 2015, and the Central Motor Vehicles Rules, 1989], should be followed unless changes are specified to this schedule by the Authority.

3. The Operator should comply with the Branding Guidelines as set forth by MoHUA while deployment of Buses.

4. Subject to the provisions of this Schedule, procurement of Bus shall conform to Applicable Laws and the latest bus specifications published by Ministry of Urban Development, GoI. An authenticated copy of the latest bus specifications has been provided to the Operator as part of the RFP.

5. Deviations from the aforesaid bus specifications shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-C : APPLICABLE PERMITS

(See Clause 4.1.3)

I. The following permits shall be obtained by the Operator:

1. For Buses

(a) Commercial Vehicle Permit
(b) Certificate of Registration of Buses
(c) Certificate of Fitness
(d) Bus Insurance
(e) Customs Clearance Certificate (if needed)

2. For Maintenance Depot

Any civil and electricial work executed by the operator to support operations and maintenance of buses is required to be submitted to the Authority for approval. Post the approval of the Authority, the operator is required to identify the applicable permits required for execution of the works and fitments. The operator will be required to complete the applicable permission from the concerned state and local authorities with support in documentation and submission from the Authority. The cost of applicable permits is to be borne by the Operator.

(a) Fire safety clearance from Fire Department (if any)
(b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets
(c) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
(d) Clearance of Pollution Control Board for installation of diesel generator sets
(e) License for use of explosives (if needed)
(f) License from Inspector of factories or other competent authority for setting up of Batch Plant (if needed)
(g) Clearance of Pollution Control Board for Asphalt Plant (if needed)
(h) Any other permits or clearances required under Applicable Laws

II. The following permits shall be procured by the Authority:

1. No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable and for inter-state operations, from all concerned governments/authorities
2. Fare Notification
3. Stage Carriage Permit
4. Conductor's License
5. Permits for Building Plan in accordance with the applicable State Act and by-laws
6. Permission of State Government for cutting of trees
7. Permission of State Government for water supply (if needed)
8. Applicable Environment Clearance from State Government

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-D : PERFORMANCE SECURITY

(See Clause 9.1)

……
Government of ……..,
……

WHEREAS:

A. **The [MUNICIPAL ADMINISTRATION] of [•]**, acting through {.....}, [•], and having its head office at {……..} (hereinafter referred to as the "**Authority**" or, which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns) of the one part;

AND

{****** Limited}, having its registered office at {……..} represented through its ****** (hereinafter referred to as the "**Operator**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

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

B. The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs …… (Rupees ……. only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the term of the Agreement Period (as defined in the Agreement).

C. We, ……through our Branch at……(the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Operator's obligations during the Agreement Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Operator, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of the ……, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Agreement Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
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Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Operator and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Operator before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Operator for the fulfilment, compliance and/or performance of all or any of the obligations of the Operator under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until a period of 90 (ninety) days beyond the Contract Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect until 90 (ninety) days from the end of the Contract Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... , 20 ..... at

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)

(Address)
NOTES:

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

ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -I to SCHEDULE-D

PERFORMANCE SECURITY FORM (For Insurance Surety Bond)

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....…
Date: .....……..

NOA/Contract No.....

……..[Name of Contract]…….

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

(or)

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,

having its Principal place of business at ……...(Address of Contractor) ..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package alongwith name of the Project)…….. [Applicable for **Insurance Surety Bond** issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract

signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Contractor) .....,
(or)
vide notification of award issued on …….(insert date of the notification of award)….. by you to M/s ..... (Name of Contractor) .....

having its Principal place of business at ……...(Address of Contractor) ..... and Registered Office at ……...(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)…..... between you and M/s ..... (Name of Associate) ....., having its Principal place of business at ……...(Address of Associate) ..... and Registered Office at ……...(Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities concerning ……..…….. (Indicate brief scope of work) ..... for the complete execution of the …… (insert name of Package along with name of the Project)…….. [Applicable for **Insurance Surety Bond** to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned, ……(insert name & address of the issuing **Insurer**) ……, a **Insurer** (which expression shall include its successors, administrators, executors and assigns) organized under the laws

Signature :-
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

of ..... and having its Registered/Head Office at …..…….(insert address of registered office of the **Insurer**)……..... do hereby irrevocably guarantee payment to you up to …….. i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. (dd/mm/yy).

We undertake to make payment under this **Insurance Surety Bond** upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this **Insurance Surety Bond** shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This **Insurance Surety Bond** shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. …… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this **Insurance Surety Bond** shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Insurer _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ Suppliers are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -II to SCHEDULE-D

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Performance Security Amount against **Insurance Surety Bond** No. …… …… dated …… for …….., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ……. as Performance Security for the bid submitted by M/s. ……*(insert name of the Bidder)* ……... against ….. *(insert name of the Package)* ……. ; Specification No. …….

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Performance Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The **Insurer** is requested to remit the full guaranteed sum ……. towards proceeds of the performance security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
.....(Registered Office of the **Insurer***)....*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -III to SCHEDULE-D

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this **Insurance Surety Bond** to us towards Performance Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto ……... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to ……. is received by us by…….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -IV to SCHEDULE-D

FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …… dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s.…… *(insert name of the* Contractor*)* …....., We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at ….……*(insert address of registered office of the **Insurer**)*…….....…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. …….....Dated ...……... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ....……..... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

email _____

Note :

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractors/ `s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-E : MAINTENANCE DEPOT COMPLETION SCHEDULE

(See Clause 12.5.1)

1. Completion Schedule

During Construction Period, the Operator shall comply with the requirements set forth in this Schedule-E for each of the Project Milestones and Scheduled Maintenance Depot Completion Date (the "**Maintenance Depot Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Operator shall notify the Authority of such compliance along with necessary particulars thereof.

2. The completion timeline of the following essential components, *inter alia*, of construction of Maintenance Depot shall be periodically reviewed by the Authority:

(a) Structural Work
(b) Electrical Work
(c) IT/Telecom system
(d) Fire safety system
(e) Water supply system
(f) Drainage system

4. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Maintenance Depot Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Maintenance Depot Completion Schedule shall be deemed to have been amended accordingly.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-F : DESIGN AND DRAWINGS

(See Clause 12.4 and 13.4)

1 Designs and Drawings

1.1 In compliance of the obligations set forth in Clause 12.4 of this Agreement, the Operator shall furnish to the Authority, free of cost, all Designs and Drawings listed in clause 3 of this Schedule-F; provided that the Designs and Drawings relevant for design review by the Government as specified in Clause 13.4.2, shall be submitted prior to such review.

1.2 For the purposes hereof, Design shall mean and include plans and Drawings of the Buses or sub-system or equipment thereof. Provided that the Operator may share only details regarding the layout of the bus and not any other propriety information.

1.3 All Designs shall include maintenance and service manual of the respective sub-systems.

1.4 All Designs and Drawings shall be supplied in hard copy, in duplicate, and in electronic form. All Drawings shall be provided in auto-cad format.

1.5 All Designs and Drawings shall conform to and refer to the relevant provisions in the Specifications and Standards.

1.6 All Designs and Drawings shall be in English.

2 Additional Designs and Drawings

If the Authority determines that for discharging its duties and functions under this Agreement, it requires any Designs or Drawings other than those listed in this schedule, it may by notice require the Operator to prepare and furnish such Designs and Drawings forthwith. Upon receiving a requisition to this effect, the Operator shall promptly prepare and furnish such Designs and Drawings to the Authority, as if such Designs and Drawings formed part of this Schedule F.

3 Bus Designs and Drawings

In compliance with the requirement under Clause 13.4.1, the Operator shall provide the following Designs and Drawings:

(i) General schematic Drawings
(ii) Bus offer drawing attached Layout
(iii) Front, rear and both side views of the offered design of the Bus

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-G : DELIVERY SCHEDULE

(See Clause 13.3)

Lot No.	Type of Bus	Number of Buses	Timeline for delivery of Buses
1	7m*/9m/12m	Minimum 40% of the Quantity awarded as per the LOA	Within 6 weeks of Appointed Date
2	7m/9m/12m	Minimum 75% of the Quantity awarded as per the LOA	Within 18 weeks of Appointed Date
3	7m/9m/12m	100% of the Quantity awarded as per the LOA	Within 30 weeks of Appointed Date

The Operators are required to plan the activities like Financial close, prototype testing etc, in such a manner so that the above-mentioned timelines are achieved.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-H : TESTS

(See Clause 13.5)

1 Tests

1.1 Save and except as otherwise provided in this Agreement, the Operator shall conduct, or cause to be conducted, each of the Tests specified in this Schedule-H.

1.2 The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.

1.3 Tests to be conducted on the Prototype or its sub-systems, as the case may be, (the "**Type Tests**") have been specified in Annex-I of this Schedule-H and routine tests to be carried out on all Buses (the "**Routine Tests**") as per the guidelines issued by the Government of India approved agencies from time to time.

1.4 The Operator shall provide the results of all Tests to the Authority for review and comments, if any.

2 Schedule for Tests

2.1 The Operator shall, not later than [●] weeks prior to the likely date of conducting a Type Test, notify the Authority of its intent to conduct the Test and furnish particulars of the equipment and methodology forming part of the Test.

2.2 The Operator shall notify the Authority of its intent to conduct the Type Test, referred to in paragraph 2.1 above, at any time after [●] days from the date of such notice. The notice shall specify the place, date and time of such Test. Upon receipt of such notice, the Authority may, within [●] days of such notice, designate its representative to witness the Test. The Operator shall, whether or not an Authority Representative is designated, conduct the Test in accordance with Article 13 and this Schedule-H.

2.3 The Authority may at any time designate its representative to witness any Routine Test on a Bus and the Operator shall, upon receipt of a notice to this effect, undertake such Routine Test on a mutually agreed date, and in the presence of the Authority Representative.

3 Agency for conducting Tests

Save and except as otherwise specified, all Tests set forth in this Schedule-H shall be conducted by the Operator or such other agency or person as it may specify in consultation with the Authority.

4 Tests for Safety certification

Tests for determining the conformity of a Bus with the Safety Requirements shall be conducted in accordance with Good Industry Practice and in conformity with Applicable Laws.

5 Acceptance certificate

Upon successful completion of Tests, the Authority shall issue an Acceptance Certificate for the Prototype in accordance with the provisions of Article 13.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Annex - I
Type Tests

In addition to the standard Type Tests of ARAI, the following tests shall be conducted for the buses:

S. No.	Applicable Tests	Standard / Regulation
1	Gradeability	AIS 003 & AIS 049
2	Pass by noise	IS 3028 & AIS 049
3	Coast Down Test	IS 14785 & AIS 049
4	Brake, Base line (Part – 3)	IS 11852 & AIS 049
5	Brake static (Part - 4)	IS 11852 & AIS 049
6	Construction and Functional safety requirements	AIS 038
7	Electrical energy consumption	AIS 039
8	Range Test	AIS 040 and test defined in Volume 3 of this RfP
9	Net Power and Max 30 min power test	AIS 041
10	Safety requirements of Traction batteries	AIS 038
11	EMC	AIS 004 (Part 3) & AIS 049
12	LT Wire	AIS 052 & Flammability test as per IS:2465-1984 or latest
13	Floor surface material	As mentioned in clause 17.4 (D) of Volume 3 (Technical specifications)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-I : OPERATION AND MAINTENANCE REQUIREMENTS

(See Clause 16.1.1 and Clause 17.4)

Bus repair and maintenance generally calls for following activities amongst others at varying intervals / periodicity / Km operated by each bus, requirements varying with bus make, model, etc.:

(a) Daily washing and cleaning of buses.

(b) Periodic inspections and rectifications as required.

(c) Preventive Maintenance as prescribed by Bus Manufacturer in form of maintenance schedules at certain time intervals / Km plied - such maintenance generally varies with period / Km plied by various sub-systems of a Bus. As an example periodicity of some such maintenance schedules and main activities therein are illustrated as under:

(i) Daily maintenance - oils / lubricants, coolant, air pressure, air inflation, loose fasteners, fitments etc. - check, top up, tighten, as required.

(ii) Monthly / bi-monthly – [•] /[•] Km operation - All activities of earlier schedules and tyre condition necessary for corrective / preventive actions.

(iii) Quarterly – [•] Km operation - All activities of earlier schedules and brake system maintenance including but not limited to inspection, servicing, brake lining change / replacement, servicing of other brake system items, greasing etc.; vehicle electrical, lighting, alignment, etc.

(iv) Six monthly – [•] Km - All activities of above schedules, and activities related to steering, axles, transmission, tyres, drive line, etc.

(v) Yearly – [•] Km - All above activities and full checking / inspection of bus chassis, bus bodies and their fitments, and taking necessary corrective / preventive actions.

(vi) Bi-annual / annual - Certification of road worthiness of buses - Initial periodicity being after two years for up to certain age then annually.

(vii) Replacement of in-use bus aggregates at about Mean Time Between Failures (MTBF) to prevent failures and consequent costs and inconvenience.

(d) Running repairs upon driver complaints/ report etc.

(e) Break down repairs on-site of Bus failures.

(f) Towing of failed Bus to a depot workshop and repairing the bus failures.

(g) Accidental vehicles' towing and or repairs.

(h) Preparation of buses for periodic roadworthiness certification which includes all types of denting / painting of bus bodies / bus body items and operational functionality of chassis items and the bus as a whole.

(i) Bus body and related items repairs / replacements etc. on the basis of periodic inspections / crew reports / general presentation aspects / operational problems reported by commuters / any other stake holders, etc.

(j) Major repairs /calibrations of bus aggregates such as rear axle, traction motor, etc.

(k) Replacement of failed aggregates with new / serviceable ones.

(l) Removal, dismantling, repairing, assembling and re-fitment of tyres and rims to buses.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

(m) Repair, replacement of electrical, electronic, ITS, lighting, etc. items, subsystems etc.

(n) Removal, replacement of items failing due to operational wear and tear, such as brake and clutch lining, etc.

(o) Repair / replacement of seats, upholstery; cleaning, dusting and washing upholstery.

(p) Denting / painting of buses as per requirement.

(q) Reconditioning of Bus aggregates such as transmission, axles, steering system, electrical, etc.

(r) Retrieval of spare parts during / for above processes.

(s) Repair and re-treading of tyres / repair of tubes.

(t) Major accidental repair of buses including chassis, bus body and related items.

(u) Acquisition, storage, inventory management, distribution, scrapping and disposal of spares / items / materials / vehicles etc.

(v) Any other activity related to operation and maintenance of buses.

(w) Infrastructure and other requirements for repair and maintenance functions of Bus, such as:

(i) Bus depot duly equipped with requisite plant and equipment, machinery, tools, jigs and fixtures, etc.

(ii) Other facilities as under:

A. Washing facilities complete with washing machine, water storage and treatment facilities, etc.,

B. Charging infrastructure,

C. Service pits / ramps etc.,

D. Painting facilities,

E. Welding - electric arc and oxy-acetylene gas based,

F. Tyre repair facilities,

G. Air compressor and air inflation facilities,

H. Utilities, administrative, accounts, stores, and other related facilities, and

I. Breakdown van / recovery / towing vehicle etc.

J. Depot yard lighting - high mast type, search lights, etc.

(iii) Operator Control Centre facilities duly equipped with microprocessors, communications and other related facilities.

(iv) Trained staff for various trades and shifts of work.

(v) Documents, schedules, manuals etc. for maintenance activities; specifications of spares, etc.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-J : DEPLOYMENT PLAN

(See Clause 16.5)

The Deployment Plan should include list of Operational Routes including schedule of buses, description of bus stops frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.[11]

Route Number	From	Via	To	Span of Operations	Number of Buses	Headway	List of Bus Stops

Aditionally, the Authority is require to present detailed bus operations schedule including details such as trip start time, trip end time, trip length, staff breaks and shift changes and other details to the operator to ensure planning and installation of chargers and allied downstream charging infrastructure for the operations of the provided schedules.

[11] The number of Users in the Bus should not exceed 4 (four) persons during non-peak hours and 6 (six) persons during peak hours per square metre of the floor space available for use by passengers inside a Bus to ensure that the Operator can meet its KPIs accordingly.

Digitally signed by DEEPAK MITTAL
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8da75733413307cdcc1b5181c4f6
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-K : SAFETY REQUIREMENTS

(See Clause 18.1)

1. General Safety Requirements

1.1 The Operator shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Authority all safety requirements related to the Bus Service in accordance with all Applicable Laws.

1.2 Without prejudice to the Operator's obligation to ensure all the safety aspects during the Bus Operations, the Operator shall:

(a) comply with Applicable Laws;

(b) undertake all necessary measures to ensure the safety of all the passengers, contractors, staff and the general public; and

(c) consult with Authority and adopt the requirements of the emergency services;

2. Safety Planning

2.1 The Operator shall participate in any safety and emergency planning with relevant third parties, which shall include the Authority and the emergency services which together makes a forum. This forum will consider and agree the safety related matters and safety risks associated with the Project, consult with relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.

3. Safety Management

3.1 The Operator shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.

4. Applicable Laws

4.1 The Operator shall, after prior consultation with the Authority, implement all alterations to the Bus Service which are required by any Applicable Laws which comes into force after the Effective Date relating to safety.

4.2 The Operator along with its Sub-Contractors shall comply with all the statutory requirements.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

5. Response to Emergencies

5.1 The Operator shall react safely and quickly to emergencies in all aspects of the Project.

5.2 The Operator shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.

5.3 The Operator shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots, and en-Route Buses (the "**Emergency Management Plan**").

5.4 In developing the Emergency Management Plan, the Operator shall consult with all relevant Government Instrumentalities, emergency services and local authorities.

5.5 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.

5.6 The Operator shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

6. Reporting of Incidents

6.1 The Operator shall comply with all Applicable Laws relating to the reporting of accidents, incidents, severe accidents, injuries, and dangerous occurrences. The Operator shall liaise with the Authority in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
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SCHEDULE-L: MAINTENANCE DEPOTS EQUIPMENT

(See Clause 17.1)

The operator shall install the following list of equipment to ensure majority of the periodic and unscheduled maintenance activities are carried out at the maintenance depots. The equipment required to be installed at the depot must include the list of equipment provided below. The list is inclusive and not exhaustive and operator shall install additional tools/equipment to ensure maintenance activities of the bus may be undertaken at the depots.

S. No.	Equipment
1.	Washing pumps with guns
2.	Fully automatic three brushes bus washing machine with simultaneous chassis and wheel washing arrangement and complete with waste water treatment and recycling system
3.	[Effluent Treatment Plant (ETP)] (if not already available at depot)
4.	Heavy duty vacuum cleaner
5.	Fire safety equipment set
6.	Air compressor
7.	Paint booth complete with environment control, paint drying system, etc.
8.	Lathe machine complete with general tools, jigs and fixtures
9.	Radial drilling machine
10.	Brake drum turning
11.	Hydraulic press
12.	Brake efficiency assessment system
13.	Wheel alignment
14.	Head light beam aligner
15.	Grease pump (Air operated)
16.	Hand held grease pump
17.	Pedestal mounted and portable digital, with auto cut-off, tire inflation system
18.	Nitrogen tire inflation
19.	Tire - wheel rim dismantling and assembling system / tyre changer
20.	Wheel balancing equipment
21.	Auto electrical test bench

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S. No.	Equipment
22.	AC gas charger with AC gas cylinders
23.	Battery charger auto cut-off system
24.	Battery tester
25.	Multi-function tester
26.	Hydraulic jack
27.	Hydraulic pallet trolley
28.	Battery operated forklift truck
29.	Break down relief van
30.	Power cutter
31.	Pneumatic impact tools kit
32.	Portable electric welding machine
33.	Portable gas welding machine
34.	Full set of hand tools, including torque wrench, measuring instruments, gauges
35.	Riveting tools, hand drills, riveting guns / equipment
36.	Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities
37.	Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices,

Additionally, the operator shall set up administrative and training facilities at the maintenance depots for monitoring of operations, staff training and resting facilities and incident management at the depots.

S. No	Equipment
1.	Storage facilities for: • new materials, spares, aggregates, tyres, oils and lubricants • repairable as above scrapped and disposable items as above
2.	Vehicles for transportation of materials, stores and spares
3.	Basic Operator Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software
4.	Simulators for driver training (minimum 1 simulator for each State/ UT in which Operator has deployed Buses under the PM-eBus Sewa scheme)
5.	Capacity building /training facilities and equipment

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S. No	Equipment
6.	Complete set of workmen cupboards, rest room facilities
7.	Office furniture, cup boards, all other office requirements
8.	All utilities- phones, fax, mobile phones, printers, etc. for workshop and other offices
9.	Vehicles for officers, checking, attending to alerts /emergencies
10.	Safety and security equipment / facilities
11.	Water cooler with water filter / purifier
12	Desktops and laptops, printers, related hard ware and software

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SCHEDULE-M : ESCROW AGREEMENT

(See Clause 27.1)

THIS ESCROW AGREEMENT is entered into on this the …….. day of …….. 20…..

AMONGST

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

2 …… (name and particulars of the Escrow Bank) and having its registered office at …… (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

3 The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated …….. with the Operator (the "**SCOM Agreement**") for operation of Buses on build, own, and operate basis ("**BOO"**), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The SCOM Agreement requires the Operator to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Agreement**" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Contract**" means the Supply cum Operation and Maintenance Agreement and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in

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accordance with the provisions contained in this behalf therein;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party to cure the breach or default specified in such notice;

"**Escrow Account**" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Parties**" means the parties to this Agreement collectively and "Party shall mean any of the Parties to this Agreement individually;

"**Payment Date**" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"**Sub-Accounts**" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Contract shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Authority hereby appoints the Escrow Bank to act as trustee for the Authority and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Authority hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

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2.1.3 View rights to the Escrow Bank account should be provided by the Escrow Bank to all the parties signing this agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within {insert number of days} days from the date of this Agreement, and in any case prior to the Appointed Date, the Authority shall open and establish the Escrow Account with the…….. (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Authority shall, after consultation with the Operator and the Authority agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Parties. Such fee and expenses shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Operator shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Operator

The Parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

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3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposit by the Authority

3.1.1 The Authority agrees and undertakes that it shall deposit or cause to be deposited into and/or credit the Escrow Account with;

(a) all Fees and taxes thereon due and payable to the Operator subject to and in accordance with Article 22;

(b) any deposits required to be made by the Authority to maintain the Minimum Escrow Balance;

(c) all grants, payments and financial support received by the Authority from the State Government and/or GoI in relation to the Project;

(d) amounts towards insurance claims, if any, received;

(e) all payments due to the Operator towards any Damages payable by the Authority under and in accordance with the terms of this Agreement;

(f) any amounts towards Termination Payment due to the Operator;

(g) all revenues generated and all the income accruing from the Project including but not limited to the User Fare and advertising revenue, deposits, etc. ; and

(h) any other revenues or capital receipts from or in respect of the Project.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Authority in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Contract Period

4.1.1 At the beginning of every month, or at such intervals as the Authority may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) All Fees due and payable to the Operator subject to and in accordance with Article 22;

(c) all staff expenses payable by the Authority pertaining to the manpower exclusively deployed under the SCOM Agreement;

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(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) all payments and Damages certified by the Authority as due and payable to it by the Operator; and

(f) balance, if any, in accordance with the instructions of the Authority.

Furthermore, the Escrow Bank shall ensure that any funds received under the PM-eBus Sewa-Payment Security Mechanism (PSM) scheme should be immediately released to the Operator without any requirement of written instructions from the Authority.

Provided that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.2 Withdrawals upon Termination

Upon Termination of the Contract, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, shall be appropriated in the following order:

(a) all taxes due and payable by the Operator for and in respect of the Project;

(b) 90% (ninety per cent) of Debt Due;

(c) all payments and Damages certified by the Authority as due and payable to it by the Operator;

(d) retention and payments relating to the liability for defects and deficiencies set forth in Article 37;

(e) outstanding Debt Service including the balance of Debt Due;

(f) incurred or accrued Fees;

(g) any payments due and payable to the Authority;

(h) any other payments required to be made under this Agreement; and

(i) balance, if any, in accordance with the instructions of the Authority.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

Provided further that any and all payments to the Operator from the Escrow Account under this Agreement shall be first made into the account designated by the lender(s) of the Operator.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

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4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

15 (fifteen) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Authority as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances and any anticipated shortfall in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day. In the event of any such shortfall, the Authority shall meet the same by crediting adequate sums to the Escrow Account from its own financial sources.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority upon a certificate signed by or on behalf of the Authority;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 7 (seven) business days after receipt, deliver a copy to the Authority acting through……. (name to be specified by the Authority) of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Operator or any other person hereunder or in connection herewith; and

(d) shall, within 7 (seven) business days after receipt, deliver a copy to the Operator of any notice or document received by the Escrow Bank (in its capacity as the Escrow Bank) from the Authority or any entity in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

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The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Authority Default

Following events shall constitute an event of default by the Authority (an "**Authority Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Operator:

(a) the Authority commits breach of this Agreement by failing to deposit any monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 30 (thirty) business days;

(b) the Authority causes the Escrow Bank to transfer funds to any account of the Authority in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or

(c) the Authority commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.2 Operator Default

Following events shall constitute an event of default by the Operator (an "**Operator Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

(a) the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 30 (thirty) business days; or

(b) the Operator commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 30 (thirty) business days.

6.1.3 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator to the Escrow Bank, remain in full force and effect for the duration of the Contract.

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7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than 30 (thirty) days prior notice to the Escrow Bank, the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Authority made on or after the payment by the Authority of all outstanding amounts under the Contract including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Authority. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the restrictions on withdrawals by the Operator or the Authority in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Authority will indemnify, defend and hold the Operator and Escrow Bank, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits.

9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract.

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

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9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 7 (seven) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be…… (name of the city) and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at……. shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

Signature :-
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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

Signature :-
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11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The addresses for service of each Party, its facsimile number or e-mail, are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

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

SIGNED, SEALED AND DELIVERED

For and on behalf of AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of ESCROW BANK by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

SIGNED, SEALED AND DELIVERED
For and on behalf of OPERATOR in the presence of:

1.

2.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
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SCHEDULE-N : STAFFING QUALIFICATIONS

(See Clause 5.5)

1. Drivers:

The Operator to ensure that the driver complies with the following conditions:

(a) Must be a holder of a valid driving license in accordance with Applicable Laws for at least [•] years preceding the date of employment; (the Operator to submit copies of the licenses of all such drivers appointed by it to the Authority for its record);

(b) Should possess minimum [eight standard qualifications] and any other educational/ other requirements such as Public Service Vehicle (PSV) badge as prescribed under Applicable Law;

(c) Should possess minimum [•] years' experience of driving heavy transport vehicles in India;

(d) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;

(e) Should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last [•] years preceding Effective Date; and

(f) Should meet all requirements specified under Applicable Laws including without limitation, the Central Motor Vehicle Rules, 1989.

Signature :-
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SCHEDULE-O : VESTING CERTIFICATE

(See Clause 33.5)

1. The (the "**Authority**") refers to the Contract dated*** (the "**Contract**") entered into between the Authority and …….. (the "**Operator**") for ……(hereinafter called the 'Project').

2. The Authority hereby acknowledges compliance and fulfilment by the Operator of the handback requirements set forth in Article 33 of the Contract on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the handback requirements and/or relieving the Operator in any manner of the same.

Signed this *** day of ***, 20** at .....

AGREED, ACCEPTED AND SIGNED	SIGNED, SEALED AND DELIVERED
For and on behalf of OPERATOR by:	For and on behalf of Authority by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SCHEDULE-P: INTELLIGENT TRANSPORT SYSTEM

(See Clause 19.7)

1. On Board Devices

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the on-board devices on each bus in accordance with the specifications listed in Annex 1 of this Schedule–P.

2. ITS- Requirements for Public Transport Vehicle Operations

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall install the data monitoring system comprising of all equipment and services listed in Annex 2 of this Schedule–P.

3. Parameters and Data standards

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the list of standards in Annex 3 of this Schedule-P.

4. Communication between ITS Equipment and ITMS Cloud

In compliance with the obligations set forth in Clause 19.7 of this Agreement, the Operator shall adhere to the communication guidelines specified in Annexure 3 of Volume 3 (Technical specifications).

Signature :-
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Annex – 1
On Board Devices

i. The Bidder shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by UBS II, AIS 140 Specifications and any amendments issued thereof. Some of the equipment's and their quantities are listed below:

Sr. No	Type of Equipment	12m/9m/7m (Qty)	Remarks
1	Passenger Display Boards	[4/4/3]	
2	Speaker	2	
3	Amplifier	1	
4	Single Control Unit (SCU) / On Board Unit (OBU)	1	
5	Driver Display Unit (DDU)	1	
6	CCTV with MDVR	[4/4/3]	Internal and External with minimum 15 days backup storage
7	Panic Button	Each row of the seat	As per AIS 140 Specifications
8	Camera based Automatic Passenger Counters (APC)	[2/2/1]	At each door

ii. The ITS equipment installed in the buses should provide location accuracy up to 5 meters.

iii. The equipment of the ITS shall be integrated to each other and the CAN Bus for transmitting all the bus data, vehicle tracking data and any other data as required by the Authority. The Cost of such integration should be the responsibility of the Operator.

iv. The Authority shall provide all the information related to route and Passenger Information System (PIS) to the Operator.

v. The camera based passenger counter shall be integrated to the ITS at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority.

vi. Security Camera Network (CCTVs) and display screen should meet the specification for IP based cameras and mNVR as per Detailed specification document for CCTV devices as per UBS II and AIS 153, 16833:2018 CCTV system with integrated emergency System (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer).

vii. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. The Reverse Parking Alert System (RPAS) shall comply with provisions of AIS 145. The indirect vision system shall get activated upon engagement of reverse gear. RPAS should give audio warning on reaching the critical distance available for reverse parking.

viii. ITS shall send data directly to Centralized ITMS server as per the communication protocol, data standard and message Architecture provided in Clause 3 of Schedule P.

ix. Data from OEM server can also be accessed by Centralized ITMS server through API Integration as and when needed.

x. The Operator shall provide necessary support during testing and integrating with the Centralized ITMS system.

Signature :-
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Annex – 2
ITS- Requirements for Public Transport Vehicle Operations

i. The bidder shall procure buses in compliance with AIS-140: Intelligent Transportation Systems (ITS) – Requirements for Public Transport vehicle operation and set up data monitoring systems for on board ITS: Vehicle Location Tracking, Camera Surveillance System and Emergency Request Button. The bidder shall set up systems for monitoring operations and managing incidents.

ii. The bidder shall share real time data from on-board devices using standard communications protocols defined by AIS 140 with the Central ITMS. The bidder shall give the Authority access to real time raw data feed from buses and support the Authority in integrating feed from the buses procured under the concession to centralized Intelligent Transit Management Systems (ITMS) to ensure monitoring of services and KPIs set out under Article 20 of the agreement.

Signature :-
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Annex - 3

List of parameters and data standard

The bidder shall share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Central ITMS. The list of CAN data parameters shall be shared over and above the vehicle location data through the on-board telematics system.

Electric bus (eBus) performance and safety are directly linked with the battery performance. The usage of eBus battery under sub-optimal conditions can directly influence the performance as well as life of the battery. Analysis of the impact of different stress factors (Battery temperature, C-rate, DOD, and SOC) on the battery can help in getting more insights into the degradation mechanism and battery aging (i.e. Calendar and Cyclic aging). Monitoring and analysis of some of the battery parameters during eBus operation is important to ensure optimal battery life and eBus performance along with a high level of safety. As the Battery Management System (BMS) of the eBus battery monitors all the critical parameters of the battery during eBus operation, the availability of these data with the Authority will help in better planning of eBus operation and charging strategies and ensure safety of operations.

The following CAN parameters should be integrated to the on board IoT device/ITS and capable of transmitting data at a frequency of 30 sec (which may be changed based on requirement of the Centralized ITMS platform) to the centralized ITMS server.

1.	Timestamp
2.	Odometer reading
3.	Vehicle Status
4.	SoC (State of Charge)
5.	SoH (State of Health)
6.	Speed
7.	Acceleration
8.	Voltage (pack and cell level)
9.	Current (pack and cell level)
10.	Power
11.	Charger Current
12.	Charger Voltage
13.	Ambient temperature
14.	Battery Cell temperature
15.	Motor temperature
16.	BMS error
17.	Coolant Temperature

The Operator shall provide for communication of additional parameters (if any) as per the requirement of the Centralized ITMS platform.

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SCHEDULE-Q : SUBSTITUTION AGREEMENT

(See Clause 35.4)

THIS SUBSTITUTION AGREEMENT is entered into on this the ……. day of …… 20….

AMONGST

1 The Governor of *****, represented by [• and having its principal offices at *****] (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

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

3 (name and particulars of Lenders' Representative) and having its registered office at ……., acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes).

WHEREAS:

(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated ……. with the Operator (the "**SCOM Agreement**") for eBuses in the State on build, own and operate basis ("**BOO**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the SCOM Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the SCOM Agreement.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Agreement**" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Financial Default**" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Operator for a minimum period of 3 (three) months;

"**Lenders' Representative**" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the
Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1; and

"**Parties**" means the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the SCOM Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the SCOM Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the SCOM Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Operator hereby agrees to assign the rights, title and interest in the Contract to, and in favour of,

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the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the SCOM Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE OPERATOR

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Operator by a Nominated Company under and in accordance with the provisions of this Agreement and the SCOM Agreement.

3.1.2 The Authority hereby agrees to substitute the Operator by endorsement on the SCOM Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Operator either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Operator (the "Notice of Financial Default") along with particulars thereof and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Operator for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Operator by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Operator and undertake the operation and maintenance of the Project in accordance with the provisions of Article 16 and 17 of the SCOM Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the SCOM Agreement. The aforesaid Suspension shall be revoked upon substitution of the Operator by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the SCOM Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the SCOM Agreement; provided that upon written request from the Lenders' Representative and the Operator, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the SCOM Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Operator Default

3.3.1 Upon occurrence of an Operator Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Operator by a Nominated Company.

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3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Operator towards the Authority under the SCOM Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Operator, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Contract; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the SCOM Agreement;

(b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Contract in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Operator.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated

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Company shall be final and binding on the Operator. The Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Contract in favour of the Nominated Company. The Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Operator's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the
Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Operator shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Operator in the event of such Nominated Company's assumption of the liabilities and obligations of the Operator under the SCOM Agreement.

5 TERMINATION OF SCOM AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the SCOM Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 32 of the SCOM Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the SCOM Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Authority and the Operator hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Operator, without any further reference to or consent of the Operator, the Debt Due upon Termination of the SCOM Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the SCOM Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of

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the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Operator and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be

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mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be *** and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at *** shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the SCOM Agreement and this Agreement, the provisions contained in the SCOM Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by

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courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

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

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

THE COMMON SEAL OF OPERATOR has been affixed pursuant to the resolution passed by the Board of Directors of the Operator at its meeting held on the …… day of 20…… hereunto affixed in the presence of ……, Director, who has signed these presents in token thereof and ……, Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)
(Designation)
(Address)
(Fax)

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Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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(e-mail address)

In the presence of:

1. 2.

[$] To be affixed in accordance with the articles of association of the Operator.

Signature :-
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SCHEDULE-R : STATEMENT OF VARIATION IN ELECTRICITY COST (ANNUAL)

(See Clause 22.5)

Period		
A	**Total Bus Kilometers operated during the period (kms)**	
B	**Electricity Units consumed for Buses Charging Infrastructure under the Project (kWh)**	
C	**Allowed Energy Consumption for Bus Charging = [A x Specific Energy consumption] (kWh)**	
D	**Minimum of the B and C (kWh)**	
E	**Current Tariff approved by State Electricity Regulatory Commission for the period (including taxes, cess, duties etc.) (Rs./kWh)**	
G	**Tariff included in the PK Fee (Rs./kWh)**	
H	**Electricity input cost reimbursable by Authority [D x (E – G)] (INR)**	

In case Opportunity Charging takes place outside the Maintenance Depot, then include the units consumed and amount paid for the same at respective places above.

Name & Designation of the Authorised Signatory:

Date of Submission: _____

Note: Authority may modify the statement depending on specific requirement.

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SCHEDULE-S : OPERATIONAL INFRACTIONS

(See Clause 20.8)

A. Lost Kilometers

For any missed Trip or Trip not completed, deductions shall be made in the following manner:

Sr. No.	Extent to which a Trip is missed	Deductions
1	A Trip, which either does not commence or does not complete even 25% of the kilometers for the Trip.	100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
2	A Trip, which has completed more than 25% but less than 60% of the kilometers for the Trip.	75% of the payment payable for the kilometres for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.
3	A Trip, which has completed more than 60% but has not completed 100% kilometers for the Trip.	50% of the payment payable for the kilometres of the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometers of the round trip, shall not be payable.

"LOST KILOMETERAGE CLASSIFICATION & CAUSES - DEDUCTIBLE AND NON-DEDUCTIBLE

1. Staff (Deductible)

In service kilometres not operated due to Operator staff causes may include (but is not limited to):

a) Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.

b) Sickness on duty (part loss).

c) Suspension of driver (with-out replacement).

2. Mechanical (Deductible)

In service kilometers not operated due to mechanical causes may include

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(but is not limited to):

a) Insufficient buses to cover the service.
b) Non-serviceable bus.
c) Breakdowns en-route.

3. Data Unavailability (Deductible)

In case desired operational data and vehicle health monitoring data is not shared as per the requirement specified in the table below:

Table: Parameters for Vehicle Health Monitoring:

Sr No	Parameter	Data Type	Units	Frequency
1	Odometer reading (instrument cluster/CAN)	Numeric	Km	
2	Vehicle Status	text		
3	Traction Battery Data (As per AIS 038, revision 2, amendment 3)			
a	Battery SoC (State of Charge) (& Method used for SoC Estimation to be shared at time of delivery of lot)	Numeric	Percent	
b	Battery Voltage	Numeric	Volts	
c	Battery Current	Numeric	Amperes	
d	Battery Temperature	Numeric	degree Celsius	
e	Depth of discharge (DoD)	Numeric	Percent	
f	SoH (State of Health) Estimate (Algorithm Used to estimate SoH to be shared at time of delivery of lot)	Numeric	Percent	
g	Energy generated via Regenerative Braking			
4	Ambient temperature	Numeric	degree Celsius	
5	Vehicle Speed	Numeric	Kmph	
6	Acceleration Data	Numeric	m/s2	
7	Braking Data	Numeric	m/s2	
8	Charging Status (it can be pushed via BMS)	text		
a	Charging Start Time			
b	Charging End Time			
c	Charging Power	Numeric	KW	
d	Charging Current	Numeric	Amperes	
e	Charging Voltage	Numeric	Volts	
9	Cell/Pack temperature	Numeric	degree celcius	
10	Motor Current and Voltage	Numeric	degree Celsius	
a	Motor Current and Voltage while			

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Sr No	Parameter	Data Type	Units	Frequency
	motoring			
b	Motor Current and Voltage while braking			
11	BMS error/charging fault	Text		
12	Health status of PIS	Text		
13	Heath Status of BMS			
14	Heath Status of ITS			
15	Heath Status of VTS			
16	Door open/ closed status	text		
a	Driver Side			
b	Passenger Side			
c	Rear Left			
d	Rear Right			
17	Cabin temperature	Numeric	degree Celsius	
18	Motor Speed	Numeric	rpm	
19	Diagonostic Trouble Codes	Code - Alphanumeric Description - Text		
20	Charge Discharge Cycle	Numeric		
21	Distance to empty/residual range			

Data availability for every fleet below 98% (ninety eight percent) in any month, 1% (one percent) of the Monthly Fees shall be deducted. This infraction will be considered in un-capped category.

4. Other Deductibles

In service kilometers not operated due to something over which the Operator has an element of control but which is not covered by staff or mechanical causes may include (but is not limited to):

a) Staff error or unauthorized curtailments by staff.
b) A bus blocked in the garage and unable to depart on time.
c) A bus running got discharged en-route.
d) Where a bus in service has to be withdrawn due to a defective PIS / GPS.
e) Where the reason for the lost Kilometers is unknown or is in doubt.

5. Traffic (Non-Deductibles)

a) In service kilometers not operated due to traffic causes may include (but is not limited to) Curtailments or lost journeys arising from the effect of traffic congestion whatever the cause.
b) Losses arising from conductor (STU staff) being late in reaching changeover points must not be included.
c) Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault

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of operator's driver.

6. Other Non-Deductibles

In service kilometers not operated due to something beyond the Operator's reasonable control but which is not covered by traffic causes may include (but is not limited to):

a) Incidents

Any kilometers losses resulting from incidents reportable to STU.

In case of strike / Bandh if bus and driver are available for duty but bus could not be operated.

Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of thedamage, engineers action etc.

b) Disasters

Where a major occurrence requires a fundamental change to the planned operation, for example accidents or explosions.

Losses arising from traffic congestion caused by these events will be classified as non deductible.

c) Road Closed/Blocked

Where vehicles are 'turned back' or prevented from completing part of the route, for example security alerts, floods, diversions or roads blocked.

Losses arising from traffic congestion caused by these events should be classified as non deductible.

Other Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below.

Infractions:

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sr. No.	Category of Infraction	Reference Table for Infraction in Annexure	Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees)	Time to Resolve for next higher slab in terms of Clause …of this Schedule (Bus related infraction)
1	A	Table A	100/-	One day
2	B	Table B	500/-	Two days
3	C	Table C	1,000/-	Three Days
4	D	Table D	1,500/-	Three Days
5	E	Table E	3,000/-	One day
6	F	Table F	10,000/-	One day
7	G	Table G	50,000/- + Actual expenses to be borne by the operator.	One day
8	H	Table H		

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

Infractions can be identified by STU, a nominated person, on visual checking, electro-mechanical reviews, reports from STU/passenger feedback and data from the Central Data Base of STU.

STU shall have access to Operator's facilities in order to check such Infractions on a regular basis either through visits to the workshops and garages commonly used by the Operator, or bus inspections at terminal points along the route during service hours.

The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, and G are typical, but are subject to revision from time to time based on actual information, logistics and monitoring requirements.

In case of non-rectification of infraction within stipulated time to resolve, any subsequent repetition shall attract penalty of next higher slab with a ceiling of Rs. 3,000 per infraction, for category A, B, C, D & E. Thereafter, it will be binding on the Operator not to operate the vehicle till rectification of the bus related to infractions.

Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 5 % of the total monthly due payments.

All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, and G shall be non-capped.

The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

If ITS equipments found switched off or not operated, then payment for that trip will not made.

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CATEGORY WISE LIST OF INFRACTION

Table A : Category "A" Infraction

Sr. no.	Description of the infraction
Safety	
1	Damaged/Missing window safety guard rails.
2	Loose electrical wiring/ tampering with electrical wiring harness.
3	Lack of specified fire extinguishers, empty or partially empty fire extinguishers that are beyond the date of expiry, or do not specify the expiry date.
4	Damaged floor, steps, hatches, or hatch covers inside the bus.
5	Missing damaged, or loosely hanging rub rails, hand grab rails, and hand holds.
6	Missing, broken, or loosely hanging, seat belts if provided
7	LED board defective (per board)
8	Missing/ non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments (per item)
9	Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws.
10	Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws.
Operations	
11	Not stopping at authorized bus stops on the Route
12	Delaying operation of Stage Carriage Services without cause.
13	Parking vehicles in stations against permitted rules and regulations.
14	Driver smoking, chewing tobacco, betel leaf while on board the bus
15	Picking and dropping passengers at unauthorized bus stops, if no conductor provided by STU
16	Late out of bus more than 15 minutes at the time of turn out.
Quality	
17	To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width.
18	Oil spillage on wheel rims, hubs, tyres, etc
19	Discoloration or unpainted repair work inside the bus or on any of its items
20	Not maintaining USB charging ports in operating condition

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Table B: Category “B” Infraction

Sr. no.	Description of the infraction
Safety	
1	To operate with defective front, side and/or back brake lights
2	Section of handrail loose or with sharp edges
3	Inadequate operation of passenger access doors, either due to damage or incorrect operation which affects the boarding and alighting of passengers
4	Defective, emergency exits and hatches or damaged or bent bumpers
Operations	
5	Parking Stage Carriage Buses in places other than those prescribed by STU
6	Deviating from the route of a service without the prior authorization or instruction of STU/ Police without due cause
7	Roof leakage , Surveillance system not working/ recording, CCTV defect
8	Vehicle Tracking System defect
Quality	
9	Dirty vehicle, outside or inside, at the beginning of the journey
10	Damaged, broken, loosely fitted, or missing passenger seats, windows Rattling
11	Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at anyof designated locations for displaying passenger information on the bus
12	Display of slogans, posters on the bus without prior approval of STU.
13	Running the bus with a lux level less than 70 in the saloon area

Table C: Category “C” Infraction

Sr. no.	Description of the infraction
Safety	
1	To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR
2	To drive with lights off in the saloon area and/or destination boards after lighting uptime
3	Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.)
4	Causing minor road accidents
5	Violation of any of the legal requirements related to registration, operation and maintenance of the buses
6	Fitment of an Air Pressure Horn
7	Driving the bus in a defective condition, getting battery discharged out

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Sr. no.	Description of the infraction
Operations	
8	Operating unauthorized trips such as trips which do not form part of the Schedule
9	Tampering On-board Equipment
10	Driver quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users.
11	Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands)
12	Breakdown / accidents- If the loss of kilometers is more than 5% of schedule kilometers of that bus on that day.
13	Air conditioning system defective en-route (AC buses)
Quality	
14	To use or modified colors and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division, STU.
15	To place advertising material not authorized by STU or to infringe regulations regarding advertising material in vehicles.
16	Failure to refurbish the bus after sixth year from date of put in service, per bus per day.
17	Failure to comply with the maintenance obligations and safety requirements

Table D : Category "D" Infractions

Sr. no.	Description of the infraction
Safety	
1	Damaged, or over worn tyres, poor quality retreading of tyres, poorly inflated tyres etc.
2	Causing Major road accidents.
3	Failure to deliver incident information on time, as required by STU as specified in the Operator's Agreement
4	To refuse to accept the visits of STU inspectors or authorized representatives. To hide information or to provide partial or erroneous information.
5	Failure to provide adequate information to STU/ Police in relation to accident/s, injury to persons, damage to public / thirdparty property
6	Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route
7	Driver carrying weapons/arms of any kind on board the bus/ on person while on duty

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SERVICES LIMITED, C=IN
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Table E: Category “E” Infractions

Sr. No.	Description of the infraction
1	Over speeding, rash driving (driving bus beyond prescribed speed limit as notified from time to time)
2	Driving drunk on duty or driving the bus while in a drunken state
3	Tampering of speed governors
4	skipping red signals, stopping the bus beyond the stop line at traffic signals

Table F: Category ”F” Infraction

Sr. No.	Description of the infraction
1	“Serious nature of breakdowns” means breakdowns in those critical systems of bus such as which may result in fire, heavy damage to bus, major injury etc.

Table G:Category “G” Infractions

Sr. No.	Description of the infraction
1	“Fatal Accidents” means any incident in which bus involved on road/ inside STU’s depot / parking premises, which causes death to passengers / pedestrians.

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SCHEDULE-T : PANEL OF CHARTERED ACCOUNTANTS

(See Clause 26.2)

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 26.2.1 of the Agreement, the Authority and the Operator shall prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "**Panel of Chartered Accountants**"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-Q.

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, or the Companies Act, 2013, of which at least ten should have been public sector undertakings;

(b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rupees twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Operator

The Authority shall convey the aforesaid panel of firms to the Authority for scrutiny and comments, if any. The Operator shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

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5 Mutually agreed panel

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Operator, finalise and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Operator, a new panel shall be prepared in accordance with the provisions of this Schedule-R.

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SCHEDULE-U : LIQUIDATED DAMAGES PAYABLE BY THE AUTHORITY

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waived or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.2	0.1% of the Performance Security per day subject to a maximum of 20% (twenty per cent) of the Performance Security
10.2.6	Delay in providing vacant access, constructive possession and license to possess the Maintenance Depots	Rs. 5,000/day for each day of delay
10.3.4	Delay in providing Right of Way to the Operator	Rs. 1,000/day for every 500 square meters or part thereof
27.1.3 & 27.1.4	Failure to maintain requisite balance in Escrow Account	3% above SBI PLR on the quantum of shortfall for the period of delay

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SCHEDULE-V : LIQUIDATED DAMAGES PAYABLE BY THE OPERATOR

Clause	Event of default	Liquidated Damages
4.1.4	Delay in fulfilment (unless waiver or extended by the Operator) of all the Conditions Precedent set forth in Clause 4.1.3	0.1% of the Performance Security per day
12.5.1	Delay in completing the Fit Out Works	0.1% of the Performance Security per day per bus times the no. of buses allocated to the specific depot
13.6.1	Delay in procuring the Prototype Bus	0.5% (zero point five per cent) of the Performance Security for every week, or part thereof; subject to a maximum of 10% (ten per cent) of the Performance Security
13.8	Delay in procurement of buses for reasons not directly attributable to a Delay Event	0.1 % of the Performance Security per day for each Bus whose procurement is delayed; subject to a maximum of 10% (ten per cent) of the Performance Security
14.1.5	Delay in rectifying Punch List items	1% (one per cent) of the Performance Security per affected bus per day
17.5.1	Damages for breach of Maintenance Obligations	INR 2,500 per bus times the number of buses allocated to the specific depot
19.5.2	Failure to complete remedial measures	INR 2,500 per bus times the number of buses allocated to the specific depot
21.1	Delay in achieving Financial Closure	0.1% (zero point one per cent) of the Performance Security per day
41.2.3	Failure to redress complaints	INR 2,500 per Bus such complaint applies to for each day.

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SCHEDULE-W : PRODUCT WARRANTY UNDERTAKING

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)
[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

Date: .....

OEM Name and Address:

To,

(Name & Address of Authority)

Dear Sir/Madam,

1. We, M/s (Name of the OEM) have agreed/committed to supply Buses to <name of the Operator> (Operator) for undertaking the Project] for Procurement, Supply, Operation and Maintenance of 3,604Tender Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa under the Concession Agreement dated xxxxx executed between the Authority and Operator.

2. One of the conditions of the said Concession Agreement is that we have to provide warranty for product restoration to ensure continuous operation in case of Termination of the Concession Agreement under Clause 32 of Concession Agreement.

3. We hereby undertake that we pledge our unconditional & irrevocable product warranty for all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement. We further agree that this undertaking shall be without prejudice to the various liabilities that the Operator would be required to undertake in terms of the Concession Agreement as well as other obligations of the Operator.

4. We undertake that we shall supply and replace all goods and equipment forming part of mechanical & electrical systems in the electric buses supplied by the Operator, for the remaining term of the Concession Agreement from the date of termination of the Concession Agreement, at the pre-defined rate as per the Comprehensive Maintenance Contract.

5. This undertaking is irrevocable and unconditional and shall remain in force till the end of Contract Period.

6. We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

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SERVICES LIMITED, C=IN
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Serial No : 42B5AC49A8F409F7A17642029CA001A5

Witness:
Yours faithfully,
(1) .....
(2) .....
(Signature of Authorized Signatory) on behalf of the OEM
Name & Designation .....
Name of the OEM .....
(Seal of OEM)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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SCHEDULE-X : MONTHLY REPORTING FORMAT

Monitoring of Operation and Maintenance

Details of Depot	Date:		
Number of buses			
Daily assured km			
Assured km per month			
Per km fee (Rs/km) - Excl GST)			
Name of the city			
Address of the Depot			
List of Reports	**Daily**	**Monthly**	**Annual**
Breakdowns		Yes	
Punctuality		Yes	
Frequency		Yes	
Availability		Yes	
Passenger Complaints		Yes	
Driver/Crew Complaints		Yes	
Major Accidents	Yes		
Minor Accidents	Yes		
Kilometers of operation		Yes	
ITMS availability		Yes	
Safety report			Yes
Operational Infractions report		Yes	
Maintenance Inspection Report		Yes	
Scheduled Maintenance		Yes	
Unscheduled Maintenance		Yes	
Tests Report		Yes	
State of Health (SoH) of Battery		Yes	
Maintenance activities at Depots /Charging Stations		Yes	

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SCHEDULE-Y : KEY PERFORMANCE INDICATORS- DAMAGES & INCENTIVES

Clause	Event of default	Condition required	Damages/ Incentives
20.2	**Reliability** - Damages	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Fees* for 0.1 increase in reliability factor above 0.5
	- Incentive		0.05% of the Monthly Fees for every 0.1 decrease in Reliability factor below 0.5
20.3	**Availability** Damages	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 100% and till 95%**- 50 kms/ shift/ bus** **2.** Less than 95% and till 90%**- 60 kms /shift/ bus** **3.** Less than 90% **- 70 kms / shift/ bus**
20.4	**Punctuality** - Damages	Time start of trips for trips operated daily in the relevant month ("Start Punctuality") and on-time arrival at the final destination (in accordance with the Deployment Plan) ("Arrival Punctuality"). The Start Punctuality shall be equal to or more than 90% in any month ("Guaranteed Start Punctuality") and the Arrival Punctuality shall be equal to or more than 80% in any month ("Guaranteed Arrival Punctuality").	For every 1% reduction in the Start Punctuality or the Arrival Punctuality in any month, as the case may be, as compared to the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, in each case, for that month, it shall pay Damages to the Authority at the rate of 2% of the Monthly Fees.
	- Incentive		For every 1% increase in the Start Punctuality or the Arrival Punctuality over and above the Guaranteed Start Punctuality or the Guaranteed Arrival Punctuality, as the case may be, for that month, the Authority shall pay to the Operator an incentive equal to 0.05% of the Monthly Fees.
20.5	**Frequency** - Damages	% of the cumulative completed trips travelled by all Buses ("Trip Frequency") and % of the cumulative Bus Kilometers travelled by all Buses ("Bus Kms Frequency").	1% reduction in the Trip Frequency or the Bus Kms Frequency, 2% of the Monthly Fees
	- Incentive		1% reduction in the Trip Frequency or the Bus Kms Frequency, 0.05% of the Monthly fees.
20.6	**Safety of Operations** - Damages	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the

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Clause	Event of default	Condition required	Damages/ Incentives
			Monthly Fees for each incident shall be applicable.
	- Incentive		If the General Safety is less than 0.005, then for every 0.001 decrease in the General Safety, an incentive equal to 0.05% of the Monthly Fees shall be paid.
20.10	**Limits of Damages** - **KPIs** - **Operational Infractions:**	10% of the aggregate Monthly Fees payable. 5% of the Monthly Fees for that month.	

***Monthly Fees** shall mean the Fees payable to the Operator for each month after commencement of the Bus Services and which shall be calculated in accordance with Article 22;

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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SCHEDULE-Z : COMPREHENSIVE MAINTENANCE AGREEMENT

[To be executed by the OEM Supported by Board Resolution at the time of signing of the Concession Agreement]

[This Agreement is to be counter-signed by the Operator at the time of signing the Concession Agreement]

THIS COMPREHENSIVE MAINTENANCE CONTRACT AGREEMENT is entered into on this the …….. day of …….. 20…..

AMONGST

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

The Governor of *****, represented by [**** and having its principal offices at ******] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

A. The Authority has entered into a Agreement dated …….. with the Operator for Supply cum Operation and Maintenance Agreement dated …….. (the "**SCOM or Concession Agreement**") for operation of Buses on build, own and operate basis ("**BOO"**) .
B. The OEM is a constituent/shareholder of the Operator and is bound for the obligations of the Operator under the Concession Agreement. As part of its obligations, the Operator has already provided a Product Warranty Undertaking to the Authority.
C. In furtherance to the Product Warranty Undertaking, the OEM is entering into this Comprehensive Maintenance Agreement.

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

1 COMPREHENSIVE MAINTENANCE CONTRACT

1.1 Meaning

"**Comprehensive Maintenance Contract**" shall mean and includes

a) predictive, preventive and breakdown maintenance of Buses and Chargers
b) cost of consumables
c) repair and replacement of faulty parts, assembly, sub-assembly and ITS hardware
d) refurbishment of Buses as per the Concession Agreement on actual cost basis
e) periodic painting of Buses
f) labour costs
g) maintenance, upgradation and revision of vehicle control software installed in Buses

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h) attending Bus related infractions
i) repairs for accidents resulting from poor maintenance of Buses, any other repairs required due to accidents on actual cost basis
j) periodic fitness, safety and any other mandatory certifications of Buses
k) attending driver complaints related to maintenance issues of Buses and
l) washing and cleaning of Buses

1.2 Applicability

In case of Termination of the Concession Agreement after COD and before the end of the Concession Agreement period, the OEM agrees to provide annual maintenance services for the Buses till the end of the original end date of the Concession Agreement period.

This Agreement is mutually exclusive with the Product Warranty Undertaking executed by the OEM for the purpose of executing the Concession Agreement by either the OEM or its Associate and it will become applicable only in the case of Termination of Concession Agreement.

1.3 Responsibility of the OEM

The OEM agrees to maintain Buses in operational condition till the end of the original period as per the Concession Agreement. Further, OEM undertakes to supply and/ or replace any consumables which may be required as per the Maintenance Schedule under the Concession Agreement.

The OEM will also ensure replacement of battery, motor or any other mechanical and electrical part of the Bus which is defected or has reached the end of its useful life.

2. CONSIDERATION

2.1 Amount of consideration

For providing the Comprehensive Maintenance services by OEM, the Authority hereby undertakes to pay the OEM at the predefined rate of 10% of the applicable PK Fees (at the time of Termination) against the Actual Bus Kilometers ("**Monthly Maintenance Fees**") as per the Concession Agreement on a monthly basis till the end of the original contract period. For the purpose of calculating the Monthly Maintenance Fees, the PK Fees will be revised in accordance with the provisions of this Agreement.

Further, notwithstanding anything to the contrary contained under this Agreement or the Concession Agreement, the OEM agrees to replace battery when SoH falls below 80%.

3. DAMAGES PAYABLE

3.1 Key Performance Indicators (KPIs)

Article 20.2, 20.3 and 20.6 reflecting the Key Performance Indicators (KPIs) related to Reliability, Availability and Safety respectively, as per the Concession Agreement should not be affected due to failure of OEMs to ensure regular maintenance of Buses. In case such KPIs are not met by the

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Buses after termination due to the reasons attributable to the OEM then in such case the OEM shall be liable to damages as per the following table:

KPIs	Condition required	Damages/ Incentives
Reliability	Number of Breakdowns per 10,000 (ten thousand) kilometers travelled by the Buses (the "Breakdown Factor")	0.1% of the Monthly Maintenance Fees* for 0.1 increase in reliability factor above 0.5
Availability	Number of Buses available for operations in the start of Shift(s) as per the scheduled turn out time divided by total number of Buses planned	**Damages payable per non available Bus** **1.** Less than 100% and till 95%**- 50 kms/ shift/ bus** **2.** Less than 95% and till 90%**- 60 kms /shift/ bus** **3.** Less than 90% **- 70 kms / shift/ bus**
Safety of Operations	Number of accidents per 10,000 kms (Ten thousand Kilometers) (the "General Safety") and the number of severe accidents per month (the "Severe Safety").	For every increase in number of accidents, by a factor of 0.01 as compared to the Assured General Safety, damages at a rate of 2% of the Monthly Maintenance Fees shall be applicable. For every number of Severe Safety incident occurrence, Damages at a rate of 2% of the Monthly Maintenance Fees for each incident shall be applicable.
Limits of Damages	10% of the Monthly Maintenance Fees	

3.2 Infractions

Damages on account of Infractions related to maintenance of Buses as defined in the Original Concession Agreement shall be payable by the OEM.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
OEM by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of
AUTHORITY by:

(Signature)

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(Authorized Signatory)	(Name)
(Designation)	(Designation)
(Address)	(Address)
(Fax No.)	(Fax No.)

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Volume 3

Technical Specifications for Type-I Buses

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Table 1: Technical specifications of Electric bus Compliant with the requirements of CMVR, AIS:052 (Type — I) + AIS:153 + UBS II +& AIS:140 of 7m, 9m and 12m electric bus

S No.	Description	Technical Specification
A	Introduction	The bus shall conform to the technical specifications mentioned in this Table 1 are applicable for following type of buses: 1. 12m, 900 mm floor height AC Bus (Standard Floor) 2. 12m, 400 mm floor height AC Bus (Low Floor) 3. 9m, 900 mm floor height AC Bus (Standard Floor) 4. 7m, 900 mm floor height AC Bus (Standard Floor) For detailed characteristics, refer to clause 14 i. The word "bus" shall mean the New electric bus to be used for the project. ii. The word "bus" shall also mean a bus powered exclusively by an **Electric Motor whose traction energy is supplied exclusively by traction battery (Other than hybrid)** installed in the vehicle suitable for operations in city conditions. iii. The bidder shall comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). iv. The word "Bus" wherever it has been used in specifications means the "**Battery Operated Bus**". The bus in general shall meet all applicable Central Motor Vehicle Rules, 1989 as amended from time to time (hereinafter referred to as "CMVR"), norms for safety applicable on the date of manufacture and Bus Code AIS 052 1989 as amended from time to time thereof [hereinafter called Bus Body Code], AIS:049, AIS:038 and AIS:153 all as amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs) and all other norms and regulations on electric vehicles. v. Where there is conflict between the requirement as per any applicable law in force and the requirement emanating from these specifications whichever of these two is of superior/ higher standard shall prevail. Also, any specifications superior to the ones set out as Minimum Technical Specifications shall meet requirements of the contract. Bus Model shall be in compliance with latest CMVR & Bus Body Code and approved as per AIS:052+AIS:153+Annexure 3 of UBS II by any Indian Government approved testing agency like ARAI, ICAT, NATRaX, CIRT, GARC, VRDE etc.
B	Statutory requirements	The eBus shall be designed and manufactured in accordance with the latest CMVR requirements & AIS:052 Code of Practice for Bus Body Design & Approval [Bus Code], UBS II, AIS:049, AIS:038 and AIS:153 all amended from time to time as also those related to easy passenger accessibility including for persons with disabilities (PWDs).

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S No.	Description	Technical Specification
		eBus shall be type approved as per CMVR requirements.
1	Electric propulsion system & its requirements.	Electrically propelled system should be designed to meet "Code of practice for Electric Propulsion System" performance as per AIS:038 & AIS:049. Electric Propulsion system should propel the bus at GVW fitted with all other auxiliary devices and system including air conditioning. Electric propulsion system and other sub-system should be able to operate efficiently at ambient temperatures / environmental conditions in India.
2	Type of Battery	Bus Manufacturer should use advance new generation batteries. Battery should be certified as per AIS:038 Rev-02 as amended from time to time. Advance chemistry battery as defined by Ministry of Heavy Industry vide Notification No S.O. 4259(E) dated 29th September 2024, as amended from time to time. For Human Safety, Battery should also be certified with Office memorandum F.NO. 01(02) /2022 –AEI (20555) Dated 06th September 2023 or as amended.
3	a. Battery Pack Rating and Energy/Power b. Minimum & Maximum Charging% c. Motor/s Capacity d. Charging standard e. Charging standard in high voltage system	(i) No. of Motor(s) / Battery Pack(s) as per Manufacturer's design (ii) Location of motor and batteries as per Manufacturer's design considering minimal maintenance and ease of charging (iii) Electric Regeneration is required (iv) Charging Mode as per Manufacturer's design. Charging Time less than 5 hours- overnight charging. (v) Safety–Short circuit/ Over Temperature / Lightening Protection is mandatory. (vi) CCS 2.0- Combined Charging System.
3.1	Battery Cooling System	Liquid Cooling system. Battery Temperature to be maintained between 5 – 45 degree C.
3.2	Battery Life	Battery to be used in mobility application upto 80% SoH. Operator to replace battery when SoH falls below 80%.
3.3	Battery Charging System	DC fast charging by CCS 2.0; Bus charging infrastructure to comply with guidelines No. 12/2/2018-EV dated 17th September 2024 or latest as issued by Ministry of Power, Government of India, as amended from time to time.
3.4	Protection Function	An advance BMS should be integrated to a battery pack(s) to monitor the minimum following parameters of battery(ies): (a) Overcharge or discharge protection (b) Over Current Protection (c) High and Low voltage protection

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S No.	Description	Technical Specification
		(d) High and Low temperature protection (e) State of charge and battery health
3.5	Electric Drive Motors	Optimal Rating, Type, Make, Model of Electric Drive Motors with minimum maintenance. Motor should be able to operate efficiently at ambient temperatures of approximately (-20˚C) to 50 ˚C, humidity level from 5% to 100%.
3.6	Electric propulsion system motor rating / power sufficient to provide Rated Performance at GVW in Stop/ Start In Urban Operation:	
a.	Rated Performance at GVW in Stop/ Start In Urban Operation	Maximum rated speed should meet the requirement as per CMVR
b.	Acceleration (Meter / Sec.²) minimum	Greater than or equal to 0.8
c.	Bus Speed of 0 – 30 kmph in Seconds.	Less than or equal to 10.5 seconds
d.	Maximum Speed	Maximum speed without speed limiter to be as per CMVR
e.	Minimum Grade ability from Stop at GVW	17%
f.	Rated motor power/torque preferably at lower rpm range	Rated motor power at low rpm and Maximum torque required at lower range of motor RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration, gradeability, AC and range requirement.
g.	Power requirements for Air conditioning system ITS, etc	Required to be provided by traction battery of electric propulsion system
h.	Allowed Specific Energy Consumption of e-Bus when tested as per AIS 039 (latest revision) with AC switched ON condition (Annual Average)	12 m AC: 1.3 kWh/km 9 m AC: 1.0 kWh/km 7m AC: 0.8 kWh/km Note: Measurement shall be carried out at Gross Vehicle Weight (GVW) and HVAC/ VAC (if fitted in the vehicle) in operation (set temperature 24 ± 4 deg C)
3.6	Pass bye noise norms	As per CMVR
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse drive only when vehicle is stationary
5	Bus Axles	
5.1	Front Axle	As per manufacturers design / CMVR
5.2	Rear Axle	As per manufacturers design / CMVR
6	Suspension (Front & Rear)	Air suspension at Front & Rear
6.1	Anti-roll bars/stabilizers	Required at front and rear.
6.2	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear
6.3	Kneeling (Required for Low floor height bus)	Min. 60 mm entry /exit side collectively
6.4	Controls (optional)	Electronically controlled air suspension system

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S No.	Description	Technical Specification		
7	Steering	Power steering with height and angle adjustment. As per manufacturers design		
8	Transmission	Automatic Transmission, as per manufacturers design		
9	Brakes	As per manufacturers design		
9.1	Braking system	Mandatory ABS with Disc at front and Drum at rear or disc brake at front and rear. In case of Brake Failure provision should be made for obtaining effectiveness of service brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels.		
10	Electrical system for auxiliary devices	24V DC		
10.1	Batteries (ancillaries' equipment and light and light signalling devices)	Low maintenance type leads acid batteries for 24 V & Min 100Ah system- performances as per BIS: 14257- 1995 (or latest).		
10.2	Electrical wiring & controls - type	Multiplexing type: As per UBS-II and AIS:153. Dust and water ingress protection conforming to IP 67		
11	Speed limiting device	Electronic type duly approved /certified as per AIS:018/2001 or latest, tamper proof and be adjusted to applicable speed limit.		
12	Tyres	Steel Radial Tube-less. Size and performance as per CMVR/IS.		
13	Charging range	The minimum range on single charge: (i) 200 kms (at 80% SoC) for 12 m bus (ii) 180 kms (at 80% SoC) for 9 m bus, & (iii) 160 kms (at 80% SoC) for 7 m bus, duly certified as per AIS 040 standard by testing agency as per CMVR rule 126 along with type approval certificate at GVW and additional AC load along with all system operations. Daily operation km per bus maximum up to 225 kms with one opportunity fast charging of up to 45 minutes (depot-in, depot-out basis or at any terminal).		
14.1	Bus characteristics	12- Meter	9- Meter	7- Meter
A	Overall length (excluding bumper)	11500 mm to 12500 mm	8800 mm to 9500 mm	6900 mm to 7700 mm
B	Overall width (sole bar/floor level- extreme points)	As per CMVR	As per CMVR	As per CMVR
C	Overall height (unladen - at extreme point)	As per CMVR	As per CMVR	As per CMVR
D	Floor Height above ground	For Standard floor-900 mm. For Low Floor Bus-400 mm	900 mm	900 mm
E	Wheelbase	As per UBS II	As per UBS II	As per UBS II

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S No.	Description	Technical Specification
F	Front Overhang	As per CMVR and AIS:052
G	Rear Overhang	As per CMVR
14.2	Maximum turning circle radius (mm)	As per CMVR
14.3	Clearances (mm)	
A	Minimum Axle clearance (mm)	Minimum 165 mm
B	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body &> 170 mm for the parts moving vertically with axle.
C	Minimum ground clearance at GVW	Within the wheelbase not less than 240mm.
14.4	Angles (degrees)	
A	Angle of approach (unladen)	As per UBS II / CMVR
B	Angle of departure (unladen)	As per UBS II / CMVR
c	Ramp over angle (half of break-over angle)	As per UBS II / CMVR
15	Bus Gates/Doors (Passenger Doors, Driver door & Emergency Exit & Door) Ramp for wheelchair at the gates (in case of Low floor buses)	Entry and exit Door: Power operated passenger door, JK type/ In-Swing door as per manufacturers design. - 2 nos. of service Doors for 12 Meter & 9 Meter bus, - 1 no. of service Door for 7 Meter. Driver Door as per CMVR/AIS:052, Emergency Exits as per CMVR/AIS:052 & AIS:153
A.	Operating mechanism	Passenger Door: Power operated Electro pneumatically controlled Driver Door: Manually Operated
B.	Opening/Closing time in seconds per operation (maximum)	4 Seconds
C.	Positions of door controls	On dashboard and also inside & outside of doors as per AIS:052.
D.	Passenger safety system – allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory.
E	Door Components/Door Locks/Locking system/door hinges/Door retention	As per AIS:052
15.1	Service doors – Requirement	As per AIS:052 & AIS:153
A	Minimum door aperture (without flaps) in mm	As per AIS:052

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S No.	Description	Technical Specification
B	Minimum clear door width (fully opened) in mm	As per AIS:052
C	Minimum door height in mm	As per AIS:052
D	Positioning front & Rear service door	As per AIS:052
E	Number of gates	2 Nos. for 12 Metre and 9 Metre. 1 No. for 7 Metre
15.2	Door closing requirements for bus movement	Bus should move only after closing of doors
A	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while closing	As per AIS:052
15.3	Step height (mm) from ground - unladen position in buses	As per AIS:052
16	Provisions of wheelchair for Persons with Disability (PwD)	As per AIS:153, 100% of the total Bus fleet in city (except for 7 m buses)
A	Wheelchair Boarding Devices	For 12m & 9 m Standard Floor Buses, Hydraulic Lift arrangement to be provided as per AIS:052 and AIS:153 for PwD For Low Floor Buses: Power / Manual operated ramp for low floor bus should be provided as per AIS:052 and AIS-153 for PwD (Divyangjan)
B	Area, Length and Width of boarding devices	As per AIS:153
C	Slope of ramp in % & Slope of extended ramp if provided in %	As per AIS:153, AIS:052
D	Load carrying capacity (in kilograms)	As per AIS:153
E	Device to prevent the wheelchair roll off the sides when the length exceeds 1200 mm	As per AIS:153 / UBS II
F	Device to lock wrapped up ramp	As per AIS:153 / UBS II
G	Kneel ramp control	As per AIS:153
H	Mode of operation for Ramp	As per AIS:153
I	Requirement for passengers with reduced mobility	As per AIS:153, AIS:052
J	Wheelchair anchoring	As per AIS:153, AIS:052
K	Priority seats - minimum 2 seats	As per AIS:153, AIS:052
L	Stop request	As per AIS:153, AIS:052
M	Emergency door /exists or Apertures	As per AIS:153, AIS:052

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S No.	Description	Technical Specification
		Emergency Exit (Door/Window) should be provided for PwD near to Wheelchair location. Safety and proper movement of PwD should be considered.
N	Other Technical requirement	As per AIS:153, AIS:052 Push button, Stop request button on stanchions. The push button of an alighting buzzers should be clearly visible: of adequate size and display the information in Braille/raised numbers as well. Location of wheelchair space shall be clearly highlighted marked and should be visible using the standard symbols for wheelchair accessibility. The lifting platform should be fitted with safety restraints system e.g., safety belt, handrails, etc. with built-in safety parameters to avoid any slippage.
17	Bus design	
17.1	Design type approval	As per CMVR, AIS:052 + AIS:153
17.2	Bus structure - materials specifications etc.	OEM is allowed to use any corrosion resistant material as per UBS II, AIS:052, AIS:153, provided that the design integrity is validated using suitable Finite element analysis (FEA) for the operating environment of the Buses. Exterior panels: as per OEM design
17.3	Insulation	As per AIS:052, FR grade material as per IS 15061
A	Roof and side	FR Grade material glass wool, PU foam or thermocol: As per AIS:052.
B	Battery Pack compartment	
17.4	Floor type/Materials etc.	
A	Type of Floor	As per AIS:052.
B	Steps on floor	As per AIS:052 / AIS:153.
C	Maximum floor slope	As per AIS:052
D	Floor surface material	Minimum 15 mm (12 Metre Bus) and minimum 12 mm (9 Metre and 7 Metre Buses) thickness phenolic resin bonded densified laminated compressed wooden floorboard (both side plain surface) having density of 0.95 - 1.25 gms/cc conforming to IS 3513 (Part- 3): type VI 1989 or latest. The flooring should be marine board as per BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002). The chequered plywood minimum 15mm (12 Metre Bus) and minimum 12 mm (9 Metre and 7 Metre Buses) thick is also allowed as per the relevant standard for the quality and fire resistance/flammability.
E	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS:15061:2002 for FR grade.
17.5	Safety glasses and fittings:	
A	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2) 2019latest. Standard designs for each model of buses to be followed
B	Laminated Glass Specifications	Min Thickness of 7.76 mm with clear Interlayer
C	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass- plain/flat/curved

Digitally signed by DEEPAK MITTAL
Date: 2021.08.31 15:33:13 IST
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User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

S No.	Description	Technical Specification
		at centre & curved at cornersIS:2553 (Part-2) 2019/latest revision
D	Side windows:	Single piece flat /curved pasted toughened glass as per IS:2553 (Part-2)- 2019/latest revision
E	Side Window /Rear Windshield Glass specifications	Toughened glass IS:2553 (Part-2) 2019 latest revision Thickness = minimum 5 mm
F	Other glasses - material specs, thickness etc. (If Provided).	Toughened as per IS:2553 (Part-2) 2019 latest revision of Thickness = minimum 5 mm
17.6	Driver Seat	As per AIS:023 and AIS:052
A	Performance & strength requirements of Driver Seat	As per AIS:023
B	Driver's working space	As per AIS:052
C	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS:052 conforming to AIS:005 & AIS:015
17.7	Passenger Seat and Layout	As per AIS-023 and AIS-052
A	Performance & strength requirements passenger Seat	As per AIS:023
B	Passenger Seat	Type Approved Seats & seating layout as per bus code 'PP-LD' (Polypropylene Low Density)/ LDPE (Low Density Polyethylene) moulded construction, with moulded flame retardant Polyurethane (PU) cushion for seat & back rest meeting the performance requirements of AIS:023 and other requirements as per the AIS:052 for Type I application. Flammability of passenger seat components as per IS:15061:2002 amended from time to time The gangway shall be as per UBS-II
C	Passengers seat belt Number and Location	As per AIS:052, Mandatory to provide at seats on wheel arch (if applicable), opposite to service door and middle seat of last row wherever required.
D	Seat layout in Floor area	2X2 as per AIS:052 for 12 & 9 meter buses & 2X1 for 7-meter bus
E	Minimum seating capacity	I. Without wheelchair: i. For 7-meter bus (19 seats + Driver) II. For wheelchair compatible buses: i. For 12-meter bus (35 seats + 1 wheelchair + Driver), ii. For 9-meter bus (25 seats + 1 wheelchair + Driver).
F	Standee Passenger	As per AIS:052
G	Seat area/seat space per Passenger (width*depth) mm	As per AIS:052
H	Seat pitch - minimum (mm)	As per AIS:052
I	Minimum backrest height- from floor to top of seat/ headrest	As per AIS:052

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J	Seat back rest & height mm	Fixed Type seat and Height as per AIS:052
K	Seat base height-distance from floor to horizontal front upper seat cushion.	As per AIS:052
L	Free height over seating position	As per AIS:052
M	Seat base height:	As per AIS:052, AIS:023
N	Torso angle	As per AIS:052
O	Clearance space for seated Passenger facing partition	As per AIS:052
P	Seat Arm	Seat arm required for aisle seats and seats opposite to service door and above wheel arches.
Q	Upholstery:	FR grade Pile Fabric Jacquard or superior 0.8-1.0 mm thickness
R	Side Facing seat location	AIS:052
S	Seat belts & their anchorage	As per AIS:052
18	Rear view mirrors	As per CMVR
A	Mirrors right/left side exterior/interior	As per AIS:001 & 002 and CMVR.
19	Escape Hatch/Ventilator on Floor /Roof	As per AIS:052 & AIS:153
20	Corrosion prevention & painting	As per AIS:052
21	Wind screen wiping system:	As per CMVR, IS:15802-2018 or Latest
A	Wiper motor:	
B	Wiper arm/Wiper blade Washing system	
22	Electrical system	As per CMVR, AIS:052 & AIS:153.
22.1	Electrical cables:	
22.2	Conductor cross section	The Bus shall have multiplex wiring system. All wiring shall be as per the provision of AIS:052, shall be fire retardant conforming to IS:2465-1984 or latest and safety requirements as provided in CMVR. Copper conductors with fire retardant as per IS/ISO:6722:2006 or latest revision as per appropriate class. Conductor x-sec varying as per circuit requirements, minimum cross section 0.5 sq mm. It should be compliance with BIS/DIN or equivalent or better.
22.4	Cable Insulation with respect to heat	As per AIS 052
22.3	Safety requirements of electrical	
A	Fuse	As per AIS:052. Battery cut off (Total Three) - One manual near driver seat - One electronic on driver Dashboard area
B	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
C	Location of cables away from heat sources	

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<table>
<tr><th>S No.</th><th>Description</th><th>Technical Specification</th></tr>
<tr><td>D</td><td>Type approval of circuit diagram as per standards related to electric equipment's/wiring</td><td rowspan="2">- One manual at the rear compartment.</td></tr>
<tr><td>E</td><td>Battery cut - off switch (isolator switch):</td></tr>
<tr><td>22.5</td><td>Lighting - internal & external and illumination</td><td>All lights including interiors should be LED Type
Head Lights – As per CMVR.
Other information as per AIS:052 and AIS:153</td></tr>
<tr><td>22.6</td><td>Illumination requirements/performance of:</td><td></td></tr>
<tr><td>A</td><td>Dash board tell-tale lighting/control lighting</td><td>As per AIS:052</td></tr>
<tr><td>B</td><td>Cabin lighting - luminous flux of all lamps for cabin Lighting</td><td>As per AIS:052</td></tr>
<tr><td>C</td><td>Passenger area lighting - luminous flux of all lamps for Passenger area lighting</td><td>As per AIS:052</td></tr>
<tr><td>23</td><td>ITS enabled bus</td><td>i. The Contractor shall procure buses as defined by the Authority which shall also include various but not limited to ITS System as defined by AIS:153, AIS:140 specifications and any amendments issued thereof.

Specifically, requirements but not limited to, include:

<table>
<tr><th>Sr. No</th><th>Type of Equipment</th><th>12/9M/7M (Qty)</th><th>Remarks</th></tr>
<tr><td>1</td><td>Passenger Display Boards as per IS:16490 or latest specifications</td><td>4 (3 for 7m Buses)</td><td>Internal, Front, Left Side, and Rear (Internal, Front and Rear for 7m Buses)</td></tr>
<tr><td>2</td><td>Speaker</td><td>4</td><td></td></tr>
<tr><td>3</td><td>Amplifier</td><td>1</td><td></td></tr>
<tr><td>4</td><td>Fully ITS compliant</td><td>1</td><td>As per IS:16490 specifications and amendment 2 or latest.</td></tr>
<tr><td>5</td><td>DDU</td><td>1</td><td>As per IS:16833 annexure C Amendment 2 or latest.</td></tr>
<tr><td>6</td><td>CCTV Camera with 4G/ 5G</td><td>4 (3 for 7m Buses)</td><td>Internal and External with minimum 15 days backup storage as</td></tr>
</table></td></tr>
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S No.	Description	Technical Specification			
			eSIM MNVR	1	per IS:16833 annexure C 4 or 8 channel minimum 2 TB NVR for recording
		7	Panic Button	Each row of the seat	As per AIS:140 Specifications
		8	Camera based Passenger Counters	2 (1 for 7m Buses)	At each door as per the specifications in Annexure 1 below

ii. The ITS equipment installed in the buses should provide accuracy up to 5 meters. The Authority has the right to ask the Contractor to change the ITS system including but not limited to if the accuracy is not within the prescribed distance of actual location and if the system is not performing accurately. The Operator shall be responsible to change the entire system without any additional charge upon receipt of request from the Authority on such change.

iii. All the equipment of the ITS shall be integrated to single control unit and the vehicle CAN Bus for transmitting the data to central ITMS. The Cost of such integration should be the responsibility of the Operator.

iv. The operator is required to share vehicle health monitoring and diagnostics (VHMD) parameters through the bus CAN data on a real time basis with the Centralized ITMS. The following CAN parameters should be integrated to the ITS and capable of transmitting data at a frequency of 30 sec to a centralized ITMS server.

1. Timestamp
2. Odometer reading
3. Vehicle Status
4. SoC (State of Charge)
5. SoH (State of Health)
6. Speed
7. Acceleration
8. Voltage (pack and cell level)
9. Current (pack and cell level)
10. Power
11. Charger Current
12. Charger Voltage
13. Ambient temperature
14. Battery temperature
15. Motor temperature

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S No.	Description	Technical Specification
		16. BMS error/charging fault 17. Motor, Battery Coolant Temperature v. The Authority shall provide all the route information to the Operator to upload into the ITS in regular intervals. The Operator should make the required changes as and when provided by the Authority within seven (7) working days for the envisaged routes to be made operational. Information displayed in the PIS Boards should be dynamic and not static accounting for any route change or deviation from existing routes. vi. The Camera Based Passenger Counter shall be integrated to the SCU at the time of prototype approval, or delivery of the bus or as a date mutually agreed with the Authority. vii. Security Camera Network (CCTVs) minimum four numbers should meet the specification for IP based cameras and MNVR as per Detailed specification document IS 16833:2018 or latest CCTV system with integrated emergency System and built-in tracking system (with minimum 2-megapixel camera, SSD hard disc, 4G/5G, Wifi for data transfer). Real-time feed enabled at DDU and provision for integration with central ITMS. viii. Four (12m and 9m buses) hi-resolution CCTV cameras and one reverse camera to be installed in the e-buses. These hi-resolution CCTV cameras shall be installed each one facing towards front road view, one near to the passenger entrance door from inside facing towards driver seat, one above driver door from inside facing towards the passenger & exit door and fourth one near to the exit door from the inside facing towards passenger compartment. Three hi-resolution CCTV cameras and one reverse camera to be installed each one facing towards front road view, one facing towards driver seat and one inside facing towards the passengers for 7m buses. Operating temp is -10°C to 60°C. The camera should provide day/night functionality, automatically switches to night mode in low light scenes. Rear View Camera System to display the zone behind the vehicle shall be provided along with display on or near dash board. Cameras placement shall ensure effective visual coverage of both the entrance and exit doors. However, the placement of cameras may be finalized at the time of Prototype bus inspection. ix. The successful bidders shall ensure device level interoperability of the ITMS to be communicated by MoHUA or any of its nominated agencies in due course. A tentative such guideline is attached as Annexure 1 of the RfP.

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S No.	Description	Technical Specification
24	Safety related items:	
24.1	First Aid Box	As per CMVR
24.2	Fire extinguisher:	As per AIS:052 & AIS:153
24.3	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant sleeves with MS tubing or as per OEM make of 32 mm dia, 3 mm thick/ powder coated/hammer toned rest as per AIS:052
24.4	Handholds:	Colour contrasting and slip resistant/ powder coated. 2 to 4 numbers handholds per bay. Rest as per AIS:052 & AIS:46
24.5	Stanchions:	*As per Manufacturer design.* MS tubing or of OEM make of min. 38 mm dia, 3 mm thick with colour contrasting PVC sleeves/ powder coated/ hammer toned. Rest as per AIS:052 However, it is advised to install the Stanchion pipe from floor to the roof.
24.6	Passengers stop request signal	As per UBS II
24.7	Entrance/Exit Guard/Step well guard:	As per AIS:052
24.8	Emergency exit doors, warning devices etc:	As per AIS:052, AIS: 153, CMVR
24.9	Front/rear door, step well lights, door open sign, Buzzers	As per AIS:052
24.10	Towing device front/rear	As per UBS II
24.11	Warning triangle	As per CMVR
24.12	Fog lighting	As per AIS:052/CMVR
24.13	Bumpers - front and rear	FRP or steel or combination of both meeting requirement of an energy absorbing system. As per AIS:052.
24.14	Passenger safety system	Bus should move only when the doors are closed and the Bus doors should open only when the bus is completely brought to a halt.
24.15	Reverse Parking Alert System (RPAS)	As per CMVR
25	Windows	
A	Type of window	Fixed (Pasted) glass windows.
B	Minimum height of window aperture (clear vision) in mm	As per AIS:052
C	Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm	As per AIS:052
D	Minimum height of upper edge of window aperture from bus floor	As per AIS:052
E	Minimum width of windows (clear vision zone)	As per AIS:052
26	Life cycle requirements of bus	**12 years**

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S No.	Description	Technical Specification
		OEM to take responsibility of bus bodies as well as of chassis for the period of warranty assured period. Operator to ensure refurbishment of vehicle after 6 years
27	Air conditioning system (HVAC to be provided according to Authority requirement)– test procedure for type approval	Specifications, Target results, apparatus and procedure as per UBS II with both the conditions of 42 & 48 degrees. - Min.20 kW for 7m - Min. 26 kW for 9m, - Min. 34 kW for 12m
A	Air curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m^3/hr. at each gate. Type of air curtains at entry exit gates their power consumption etc. be accounted for while deciding Motor power, etc.	Optional Fitment
B	Demister	Optional Fitment
28	Additional requirements	
28.1	Air circulations and ventilation in driver's area	As per AIS:052, An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cabin
		As per AIS:052, Drivers work area to be provided with AC vent or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
28.2	Interior noise and pass by noise	As per IS:12832:2010 or latest and IS:3028:2018 or latest, AIS:20 and AIS:153 or latest respectively.
28.3	Destination boards	Four Destination Board: Internal, Front, Side and Rear for 9m & 12m bus (UV resistant) Three destination boards: Internal, Front and Rear for 7m bus. (UV resistant) Alphanumeric Dual Display Technology Amber colour LED based electronic route display system in English and appropriate regional language of High Intensity illumination with automatic brightness control shall be installed at the front, rear and side of bus with GPS feed triggered display on internal display board and announcement of name of approaching bus-stop inside the bus. Destination boards should comply with IS:16490 BIS standards. (As per AIS:153 and AIS:052) Information on a route and its final destination should be displayed outside the bus in large text, especially on the front and side of the bus. This information should be in

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		bright contrasting color and be well illuminated by an external light to make it readable in the dark. The pitch of the LEDs shall be optimized to cover the maximum possible area along the length for displaying the maximum number of letters. The display shall be clearly visible in all weathers at a distance of up to 30 meters. For Inside Display: The micro- processor-based Signature of the announcement shall be made for both current and next bus stop/destination synchronized with the display alternatively in local and English language. The illumination system will be of modular display type. The display shall be mounted behind the driver at an appropriate height for clear visibility to all passengers in the bus from all angles. Ingress Protection Grade of IP 65/55 for destination Boards
29	Paint/ color scheme	Colour scheme as per STU / Authority requirement. The approval of design and shade of the paint be obtained from respective STU before painting. Exterior, interior colour schemes and logo/ graphics to be applied will be as notified by Public Transport Authority. The buses must be recognizable as environmentally friendly battery buses. All the structural members of the bus shall be treated for corrosion prevention internally as well as externally and painted wherever required. The Polyurethane (PU) painting conforming to BIS:13213-1991 or latest shall be used for exteriors painting of the bus including interiors wherever required. Colour shade shall match to the shades as per BIS:5-1978 or latest. In case of Matt black paint, the same shall be tested as per IS:13213-1991 or latest except the gloss value should be up to 30 units.
	PM-eBus Sewa Logo & depot branding guidelines	Buses shall bear PM-eBus Sewa Logo and branding as provided by MoHUA. Logos shall be lodged onto the bus body as per the guidelines issued by MoHUA. (Refer to Annexure-2)
30	Jack	As per CMVR / bus manufacturer design
31	Fire Detection & Alarm System (FDAS)	As per AIS:135
32	Tool Kit	As per CMVR
33	GVW	As per CMVR Rules & its amendments from time to time.
34	Fire retardancy	All bus body building material used inside the bus, should be fire retardant as per IS:15061:2002 or latest
35	ISO 9001, ISO 14001 and ISO 45001/OHAS 18001	The successful bidders to obtain ISO certification (ISO 9001, ISO 14001 and ISO 45001/OHAS 18001) within six months after issue of Letter of Award (LoA) or before signing of the contract agreement between the bus operator

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S No.	Description	Technical Specification
		and the city, whichever is earlier if they do not already have one

Note:

I. The Bidder shall submit Technical Specification of Components/Systems of Electric Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like ICAT, CIRT, ARAI, VRDE, GARC etc.

II. All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards amended from time to time.

III. All units & electrical accessories and wiring harnesses use on the bus shall be so mounted that they are easily accessible and can be removed without disturbing other components. Further these accessories and wiring harnesses shall be well protected to prevent ingress of water.

IV. Mandatory Certification Compliance and acceptance tests for Safety Components, Batteries, Buses and Requirements for Battery Charging Infrastructure Systems etc. by competent authority to be obtained.

V. The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards.

VI. The Bidder shall undertake type approval testing of Traction Batteries pack fitted on the bus as per CMVR notified standard amended from time to time and submit copy of Approved certificate.

VII. The Buses shall meet all the above technical specification requirements. The buses shall be deemed satisfactory for operation only after the buses meet all the requirements prescribed above.

VIII. The Bidder shall monitor the operation of these Buses and sort out the operational issues, if any.

IX. The Bidder shall ensure safe & successful operation of these buses. In case of breakdown in these vehicle systems or battery charging infrastructure system, the Bidder shall immediately rectify the defects / replace parts and make the Buses, vehicle systems or charging system operational as the case may be.

X. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of health (SOH) falls below 80 percent. The bidder shall provide quarterly reports on the SoH of battery packs of each bus. This will be measured at the charger level or by a certified Ammeter by the energy (measured Ah) uptake of the battery packs while charging from 25% to 100% SoC. The relative deterioration of energy uptake of the battery packs will be used to determine the SoH of the battery to be calculated at energy uptake in quarter (kWh)/ energy uptake in first quarter post COD.

XI. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.

XII. Bidder to submit the CMVR type approval certificate for the allocated bus at the time of prototype bus inspection to the respective cities/ Authorities.

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XIII. Operator to ensure refurbishment of vehicle after 6 years from the date of commercial operation date (COD). Refurbishment of buses to be in best conditions with completion of all missing components, proper working of major aggregates/ assemblies/ sub-assemblies, replacement of damaged body panels, replacement of cushions of passenger seats, flooring, structural members etc. the refurbishment of buses is required to be completed within window of 1 year i.e., before competition of seventh year from the date of COD. During the refurbishment period, curtail of operations schedule by 5% is allowed. The technical team will inspect the buses before put in services after refurbishment of the bus, if the bus is found not refurbished in near to showroom condition, such Bus will not be permitted for the operations.

XIV. Camera Based Passenger Counting System should be Bi – Directional Counting on a Definable Line (Polygon), Variable position of counting lines, Adaptation to on-site requirement, No Double Counting, Automatic Compensation for interference from swinging and sliding doors, It should also have real-Time Video Streaming or recording of video files to external storage media, Start and Stop function via door contact, No interference with other functions. The system shall achieve minimum 95% counting accuracy. The system should be integrated through ITS to the backend of the System(s) of the Authority. The cost of such integration shall be the responsibility of the Bidder during the Contract Period.

XV. Camera Based Passenger Counting System should generate Total Passenger Report- A basic report to analyze passenger counts on a single vehicle only. Time resolution shall be by day, week, month or year. Option to select a range of dates shall also be available; default time interval shall be by day with maximum 90day resolution allowed. Report output shall be displayed on screen as tabular, chart or both. Export feature shall be of the tabular output only, downloadable as a CSV file.

XVI. Integration to Existing ITMS/AFC System: Bidder shall provide the complete ITS system as specified herein above in the Buses. Scope related to the NCMC based Ticket Validator and AFCS is not in scope of the Operator. However, the Operator needs to provide necessary AC / DC power arrangement for the NCMC based Ticket Validator near the gates of the buses as per the best industry practices. The bidder shall also ensure to supply equipment compatible with existing ITS System of Authority so as to enable smooth integration. Bidder is responsible for regular maintenance ITS equipment installed by throughout the Contract Period. The Contractor and Authority agree to share interfacing protocols and Active Programming Interface with each other for smooth integration of the ITS equipment provided by Bidder to the Authority's ITMS. The Authority can mount any equipment in the Buses provided by the Bidder at its own cost and the Bidder shall be responsible for the safety and security of such equipment during the Contract Period.

XVII. The ITS components shall be factory-fitted and fully operational, ensuring seamless plug-and-play readiness upon commissioning.

XVIII. All lab test reports including fire retardancy test reports for the items/components shall be lot wise tested, ensuring that the test reports shall be not more than six (6) months old at the time of prototype bus inspection. The bidder shall ensure compliance with this requirement.

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SERVICES LIMITED, C=IN
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Annexure 1

Camera Based Passenger Counter Specification & Functionality

A. Feature and Functionality

1. The APC (Automatic Person Counting) system shall use ceiling mounted stereovision cameras giving a 3D representation of the count zone.
2. The APC sensors shall be connected in a serial daisy chain or parallel wired star format.
3. There should be no impact on accuracy due to bad lighting. The APC should count with the light of up to 30 LUX, with no shadow influence.
4. There should be no impact on accuracy due to steps. Step counting feature should be there.
5. The Ethernet connector on the device should of Industrial Grade like M12 connector.
6. Power Supply should be 24V DC
7. The power consumption of the device should be less than 5 watts.
8. Aperture angle should be greater than 100°
9. APC should be able to monitor area of up to 4 x 4 meter
10. The APC should be Configurable and versatile based on the vehicle type.
11. The APC shall have the capacity to retain count data for a minimum of 30 days either onboard or offboard to an external storage media or cloud based servers.
12. In the event of interrupted power to the APC sensors, no counting data shall be lost.
13. The APC system has to give a control video via Ethernet to control the entrance area (door free).
14. The APC system has to support the storage and the verification of control videos and of counting results to control the accuracy of the system in an offline state.
15. The APC sensor shall determine the count result via onboard processing. The real time video streaming or recording of video files to external storage media shall be made available to the Authority and integration of real time streaming through the OBITS with the backend of the Authority system(s) is the responsibility of the bidder.
16. All count results shall be time-stamped via a synchronized onboard real-time clock. The operator shall provide passenger reports based on daily, weekly and monthly passenger counts at single vehicle, route and fleet level with the option of downloading data as a CSV file format.
17. The APC should eliminate the counts resulting from partial passages and motion reversals
18. Automatic passenger counter should be able to detect passenger in both direction ie bi – Directional Counting on a Definable Line (Polygon), variable position of counting lines, adaptation to on-site requirement, no double counting, with automatic compensation for interference from swinging and sliding doors
19. The Automatic Passenger counter should be fixed at the gate of the bus and should be vandal resistant.
20. The automatic passenger counter device should have minimum following certifications:

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

B. Technical Specifications – Specifications and Integration

1. An additional onboard computer or OBITS shall provide a communication interface to the APC sensor network.
2. All APC sensors shall be accessible from the additional onboard computer or OBITS.
3. The additional onboard computer or OBITS shall provide the user with a software interface to monitor the health of the counting system.
4. The additional onboard computer or OBITS shall provide an Internet connection for the local counting database to be replicated in real-time to an Internet-based destination.
5. Processor: Minimum ARM 9 or ARM 11 or Intel Atom 1.6 Ghz
6. RAM: Minimum 1 GB
7. SSD: 32 GB
8. VGA: Single port
9. Network: 10/100 Gbps
10. USB: 4 ports
11. RS232: 1 port
12. GSM & GPRS module with antenna
13. Wi-Fi: Not required / optional
14. Power Input: 24 V DC with power consumption
15. Internal Slot for putting the mobile SIM card.
16. Operating Temp: 0 to +60 degrees
17. Mounting Kit for buses – holes for the screws / bolts should be there.
18. Certification:
    a. EMC: FCC Part 15, EN55022, EN55024, EN 50121-3-2, EN 61000-6-2
    b. Radio: FCC Part 22, 24, RSS132,133, EN301 489-1, EN489-3 (-GP Only), EN 301 489-7, EN301 511,AS/ACIF S042.1, S042.3
    c. Shock & Vibration Certification: IEC 61373 category 1, class B
    d. Safety Compliance: UL60950-1, cUL60950-1, IEC60950-1

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Annexure 2

PM-eBus Sewa Scheme Logo and Depot Branding Guidelines

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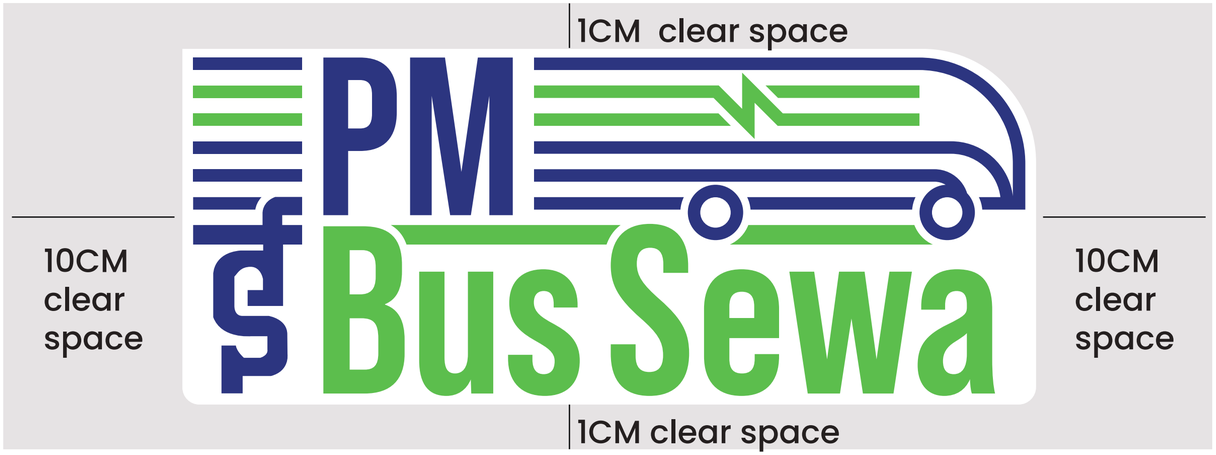
Appendix-1

PM e-Bus Sewa



Aspect Ratio 1:2.4

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Technical Guidelines for PM-eBus Sewa Logo

The guidelines for the use of the ‘Logo’ of PM-eBus Sewa Scheme for e- buses deployed under the Scheme are as under:

A) Location and Size of the ‘Logo’

1. The logo should be **located on all sides of the bus** as recommended in **"Table 2- Logo Specifications"** provided in later pages. **The nominal dimensions and material of the logo** for 12m, 9m & 7m buses is enclosed in "**Table 2- Logo Specifications".**
2. The surface of the logo, where it will be placed, should not be openable on the sides (e.g. door, windows) to keep its view uninterrupted and intact.
3. There must always be a minimum safe space of 1.0 cm on top and bottom and 10.00cm on the sides of the logo.
4. The alignment of the logo should be horizontal with the bus and the aspect ratio of 2.4 is to be maintained across all the logo sizes.
5. The area and size of all other logos / branding should be smaller than the size of the PM-eBus Sewa logo.
6. Do not stick any other logo over the PM-eBus Sewa Scheme Logo. The Authority shall ensure that the advertisements or any other form of display material does not obstruct partially or completely, the visibility of logo.
7. Do not stretch, redraw, distort, warp, skew, condense, reverse, rotate, flip or alter the logo, its proportions and shape, or modify the size or position of any of its elements.

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B) Color Scheme of the ‘Logo’

1. The **colour of the 'Logo' and colour of the 'bus'** should be as recommended in **Table 1- "Font and Color**
2. **Scheme"** provided in the later pages.
   It is also recommended to use the plain color scheme for the bus.
3. City may choose any other color and patterns of color in consultation with MoHUA.
4. Do not use the logo as a watermark with over-running design or text.
5. Do not recreate or rearrange the logo, change its design, or any color.

C) Material of the ‘Logo’

1. The material of the logo should be durable and should last for atleast 6 years.
2. Material of the logo should be tested for following properties against applicable international/ national standards with any National Accreditation Board for Testing and Calibration Laboratories (NABL) certified lab or any Central Motor Vehicle Rules (CMVR) testing agency. The test certificate to be submitted to MoHUA.

Weatherability	Hot water resistance
Abrasion resistance	Salt spray resistance
Adhesion resistance	Water resistance
Scratch resistance	Impact resistance
Heat humidity resistance	Thermal shock
High pressure wash resistance	Chemical resistance

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INDICATIVE AREAS FOR LOGO ON THE BUS

Drive side: Center

Front: Center

Passanger side: After Entry Door/Rear of the bus/Front (Choose One)

Rear: Above/Center

Color Code: 5eba4c

Color Code: 2d6325

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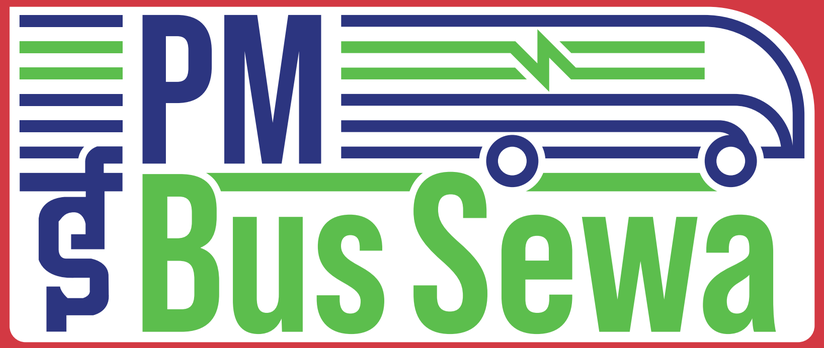

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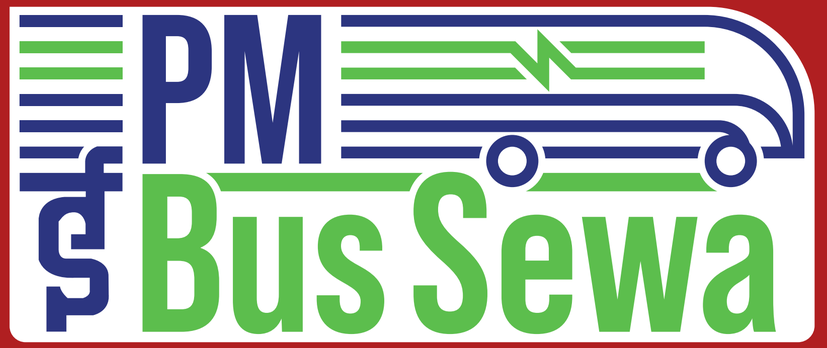

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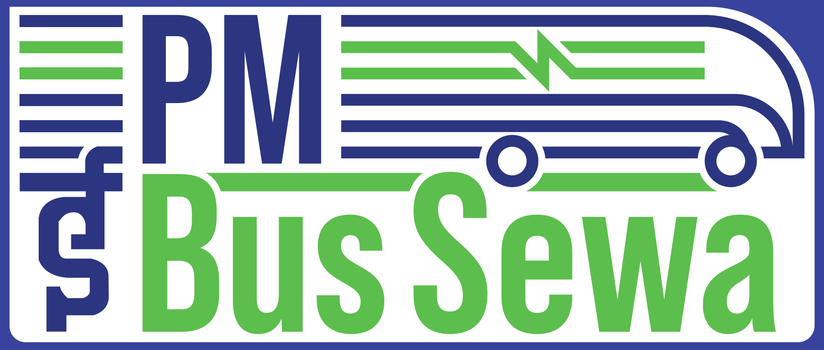

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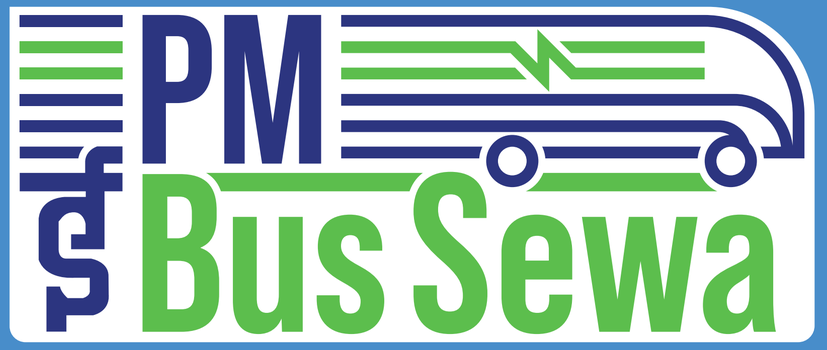

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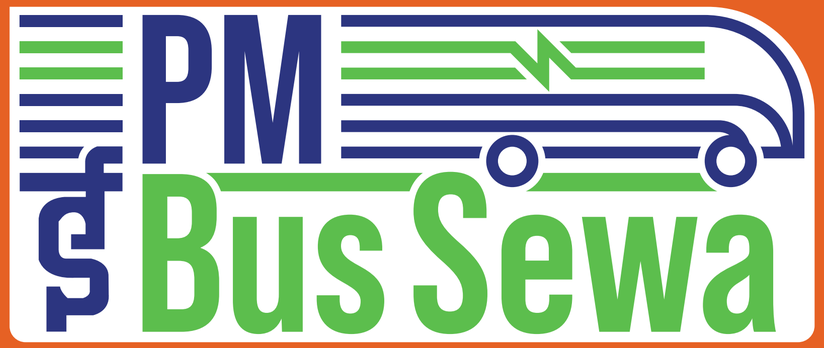

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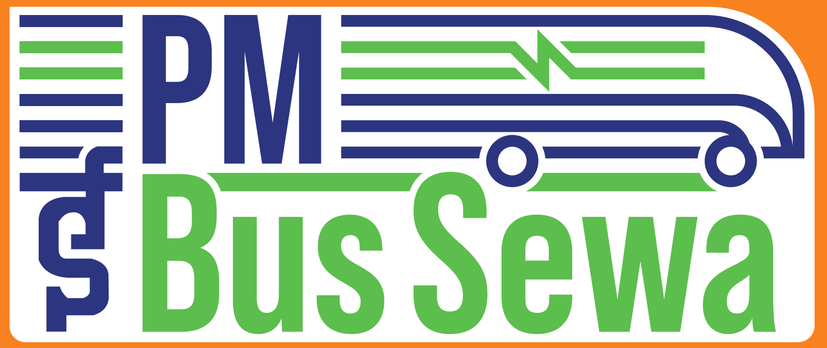

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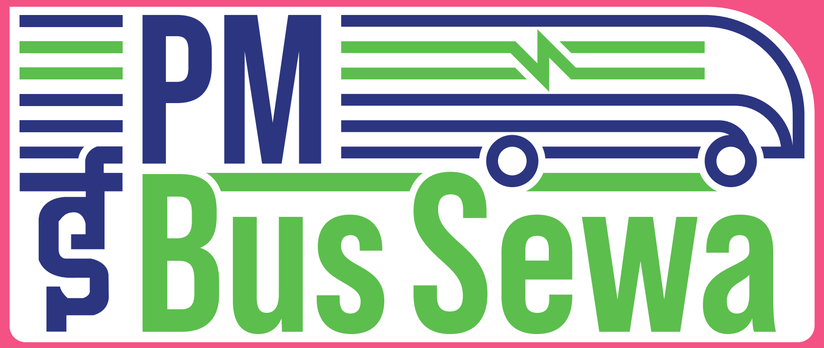

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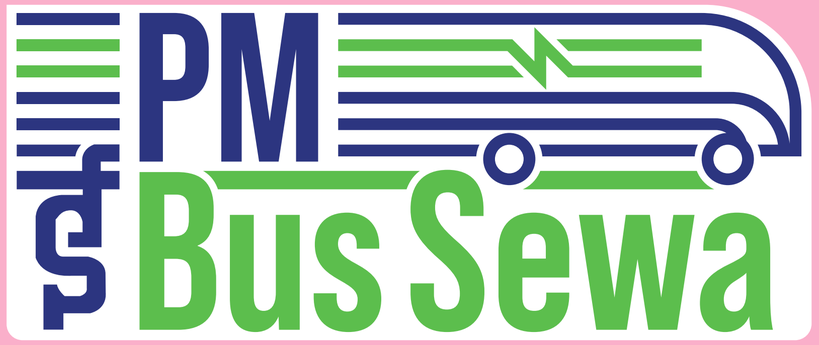

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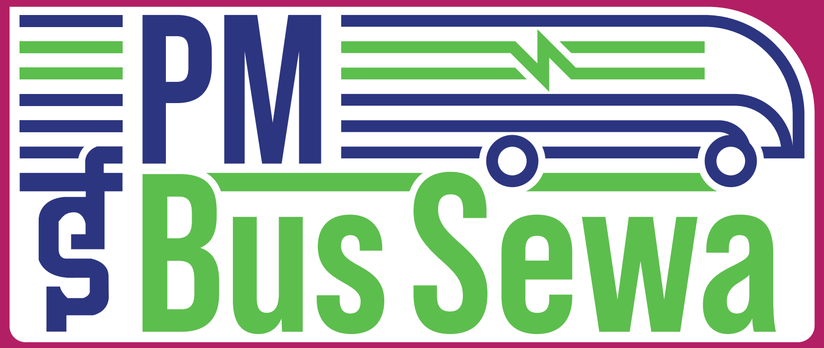

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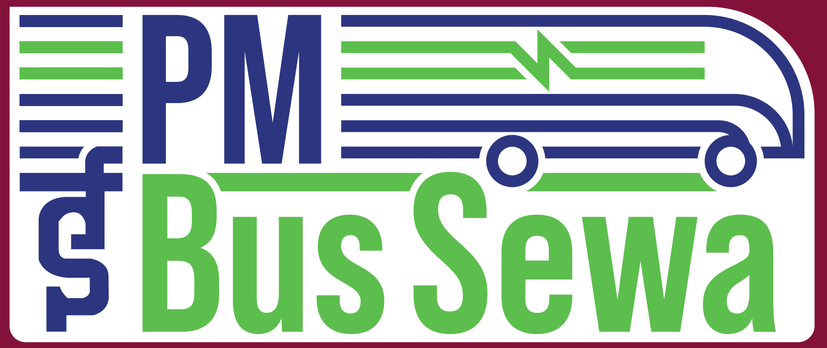

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Color Code: e8a423

Color Code: ffcc05

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Table 1 – Font and Color Scheme

Font

PM-eBus Sewa - Bebas Neue Pro

Logo Colors

#2a357c

#5eba4c

#ffffff

Bus Colors

#5eba4c

#cc3741

#304499

#df6026

#ef5181

#80153b

#e8a423

#2e6431

#ad1f24

#4189c9

#f58220

#f6adc8

#ae1f63

#ffcc05

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Serial No : 42B5AC49A8F409F7A17642029CA001A5

Table 2 - Logo Specifications

BUS TYPE / PLACEMENT	LOGO SPECIFICATION	DIMENSIONS (MINIMUM)	ASPECT RATIO	PLACEMENT NOTES
12-Meter Bus – Driver Side	2D Logo	500 mm x 1200 mm	1:2.4	Top centre aligned- Below the window Aspect ratio maintained
12-Meter Bus – Passenger Door Side	2D Logo	500 mm x 1200 mm	1:2.4	Priority 1- Adjacent to middle passenger door Priority 2- Rear Side Priority 3- Front side
9-Meter Bus – Driver Side	2D Logo	500 mm x 1200 mm	1:2.4	Top centre aligned- Below the window Aspect ratio maintained
9-Meter Bus – Passenger Door Side	2D Logo	375 mm x 900 mm	1:2.4	Priority 1- Adjacent to middle passenger door Priority 2- Rear Side Priority 3- Front side
7-Meter Bus – Driver Side	2D Logo	7m sizes to be confirmed	1:2.4	To be confirmed
7-Meter Bus – Passenger Door Side	2D Logo	7m sizes to be confirmed	1:2.4	To be confirmed
Front (All Bus Types)	3D printed colored emblem	175 mm x 420 mm	1:2.4	Center-aligned on the bus front.
Back (All Bus Types)	3D printed colored emblem	225 mm x 540 mm	1:2.4	Center-aligned on the bus rear.

Note:
In case of technical design limitation, 5% downward variation may be allowed in size of the logo with prior consultation with the Ministry, however the specified aspect ratio must be maintained.

Branding Guidelines for the 'PM-eBus Sewa Scheme' depots

Following guidelines are to be adhered to by all the participating States/UTs under the PM-eBus Sewa Scheme:

A. Overhead Signage- The Sample design is attached as Annexure I

1) Every City shall provide the PM-eBus Sewa Logo along with the Depot Name on the overhead signboard at the entry and exit gate of the approved depot under the Scheme.
2) The indicative specifications of the **signboard** as per the following recommendations: -

Parameters	Specification	
Bottom edge of the board	Not less than 5.5 metres (vertical Clearance) (as per clause 4.7 of IRC: 67-2022)	The setting of the overhead signboard with respect to the carriageway shall be regulated as per provisions contained in IRC:67- 2022
Height of the board	0.9-1.2 metres (as per clause 9.1 of IRC: 67-2022)	
Top edge of the board	6.4-6.70 metres	
Material	Aluminium Composite Material not less than 4mm thick with retro reflective sheeting - as per clause 6 of IRC: 67-2022)	
Background Color	Blue Code: #2a357c	

3) The indicative specifications of the **depot name and logo on the signboard** as per the following recommendation: -

Parameters	Specification	
Font	English- Transport medium Hindi- Hindi 7/Narad Bold Local- As per local practice (as per clause 12 of IRC: 67-2022)	The setting of the overhead signboard with respect to the carriageway shall be regulated as per provisions contained in IRC:67- 2022
Language	English and Hindi/Regional language (as per clause 24.3 of IRC: 67-2022)	
Material	Durable and weatherproof on 2D Reflective material as per clause 6.7 and 8.1of IRC: 67-2022)	
Color	White lettering (as per clause 24.2 of IRC: 67-2022)	
Height of Letters	Lower Case –210mm, Upper Case-290mm (as per clause 12 of IRC 67,2022)	
PM-eBus Sewa Logo Size	0.50X1.2metres The aspect ratio of 1:2.4 have to be maintained	
PM-eBus Sewa Logo Location	Left side centre aligned	

B. Citizen information Signboard - The Sample design is attached as Annexure II

1) Apart from the overhead signboard, every City shall provide the citizen information board on either left or right side of the entry gate of the approved depot.
2) The indicative specifications of the **signboard** as per the following recommendations: -

Parameters	Frame	Panel
Height	2.45metres	1.5 metres (2 panels of 0.75metres each)
Width	1.15 metres	0.9 metres

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SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Material	Stainless Steel	CR/GI Sheet/ ACM with retro reflective sheeting
Color	-	Upper Panel- Blue Code: #2a357c Lower Panel- Green Code: #5eba4c

3) The indicative specifications of the **depot name on the signboard** as per the following recommendation: -

Parameters	Specification
Font	English- Transport medium Hindi- Hindi 7/Narad Bold Local- As per local practice
Language	English and Hindi/Regional language
Material	Durable and weatherproof 2D Reflective material
Color	White
Height of Letters	Sentence Case- 7-8 cm

4) The indicative specifications of the **other Details (Depot Details and Central assistance provided) on the signboard** as per the following recommendation: -

Parameters	Specification
Font	English- Transport medium Hindi- Hindi 7/Narad Bold Local- As per local practice
Language	English/Hindi/Regional language
Material	Durable and weatherproof 2D Reflective material
Color	White
Height of Letters	Sentence Case- 3-5 cm
PM-eBus Sewa Logo Size	0.175X0.420metres. The aspect ratio of 1:2.4 have to be maintained
PM-eBus Sewa Logo Location	Top Centre aligned

- The City shall write the following details on the panel

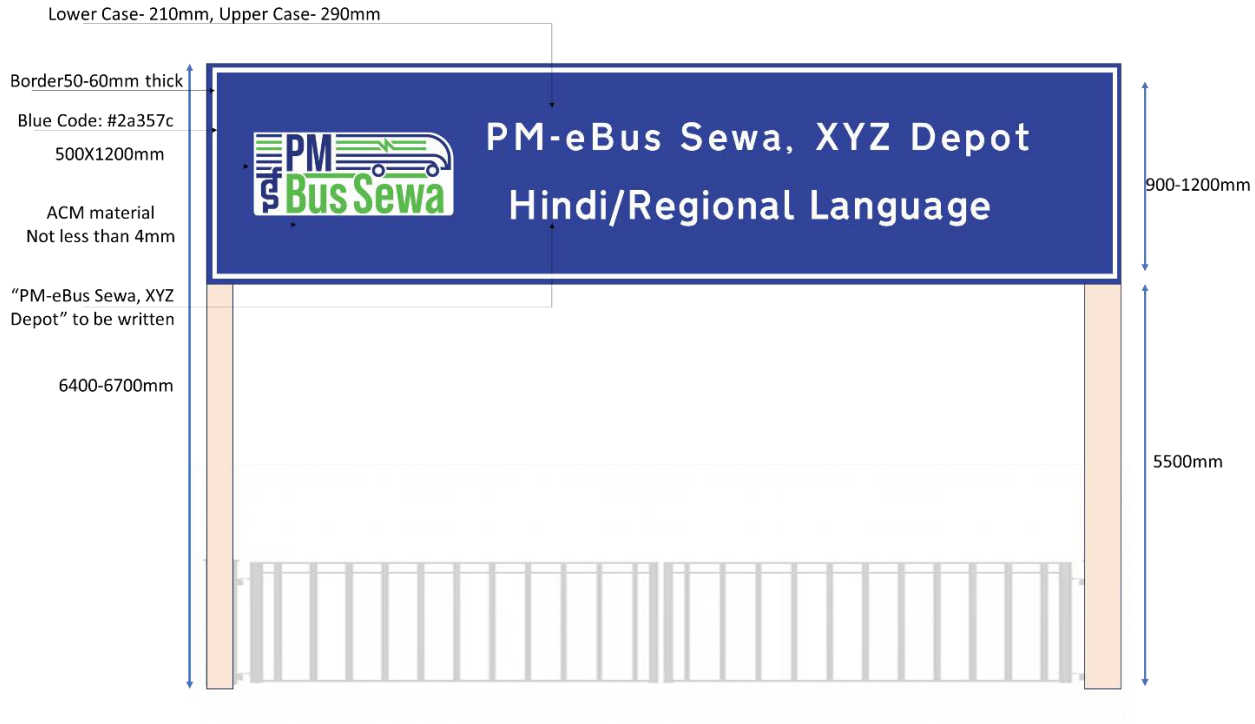
BTM	Civil
Central Assistance	Central Assistance
Date of Commissioning	State Assistance
HT Line (KV)	Name of PTA Authority
Substation Capacity (MVA)	Date of Commissioning
	Depot Area (acres)
	Buses Sanctioned

C. General Conditions

1) The specifications of the logo as per the logo guidelines published by MoHUA, letter No- K-14011/7/2019–UT-I, Dated- 6th October, 2025 (Enclosed as Annexure 3)
2) In case of any deviation with respect to the above prescribed guidelines due to local site conditions, variation may be allowed in prior consultation with MoHUA.
3) The logo and signboard must be devoid of damage, fading, vandalism, defacing, peeling etc and to be always maintained in good condition.
4) The above guidelines may be adhered to by all the participating States/UTs mandatorily.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Annexure I



** All Dimensions are in mm*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Annexure II

* *All Dimensions are in mm*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Annexure 3

Guidelines for Communication between ITS Equipment and ITMS Cloud

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Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

1. Introduction

Protocol Proposed - MQTT

MQTT is a standards-based messaging protocol, or set of rules, used for machine-to-machine communication. The MQTT broker is responsible for maintaining stable connections with clients, processing messages, and forwarding them to the subscribed and approved MQTT packet usually responds to an MQTT command. The MQTT protocol defines two types of network entities: a message broker and several clients. An MQTT broker is a server that receives all messages from the clients and then routes the messages to the appropriate destination clients. An MQTT client is any device (from a microcontroller to a fully-fledged server) running an MQTT library and connecting to an MQTT broker over a network.

MQTT is a lightweight protocol that is used globally while communicating with the IOT Devices. Features of MQTT –

- Lightweight Protocol
- Low bandwidth consumption
- Low power Consumption
- Data agnostic
- Used where M2M communication is required
- Based on Pub/Sub Architecture
- works best where the connection with the devices is not stable

2. MQTT Packet format

Message Format - JSON

JSON, which stands for "JavaScript Object Notation," is a lightweight data interchange format that is easy for humans to read and write and easy for machines to parse and generate. JSON has become a widely adopted standard for data exchange in various programming languages and is commonly used in web development, APIs, and data storage.

JSON is commonly used for configuration files, data interchange between web servers and clients (e.g., RESTful APIs), and data storage (NoSQL databases often use JSON-like formats). It is also widely used in JavaScript, but its simplicity and versatility have led to its adoption in many programming languages through libraries and APIs, making it a popular choice for data serialization and transmission in modern software development.

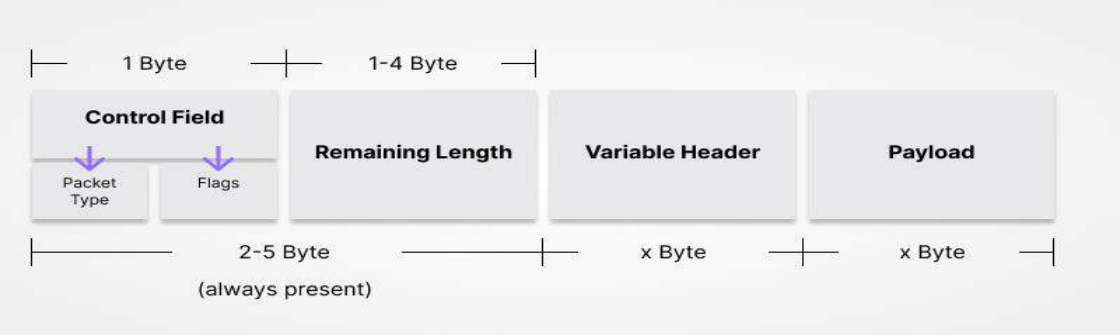
At its core, MQTT is a binary-based protocol that utilizes a command and command-acknowledgement format. Moreover, an acknowledgment in the form of an MQTT packet usually responds to an MQTT command.

JSON (JavaScript Object Notation) is commonly used in embedded programming for several reasons:
- Human-readable

- Lightweight
- Standardization
- Ease of parsing
- Data serialization
- Compatibility with web technologies
- Debugging and testin

Digitally signed by
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

A packet in MQTT is a unit of data that is sent between clients and the MQTT broker.



The MQTT packet format consists of the following three parts:

- Fixed header: Made up of the packet type, packet flags, and length of the remaining packet.
- Variable header: Includes packet-type specific meta-data.
- Payload: The packet-type specific payload data, e.g., the message for a PUBLISH packet.

2.1 Fixed Header

Each MQTT Control Packet contains a Fixed Header as shown below.

Bit	7	6	5	4	3	2	1	0
byte 1	MQTT Control Packet type				Flags specific to each MQTT Control Packet type			
byte 2…	Remaining Length							

The first 4-bits represent the control packet type of the MQTT packet. There are 15 different MQTT packet types. Some of the packet types with value and allowed direction are given in the following table.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

PUBREC	5	Client to Server or Server to Client	Publish received (QoS 2 delivery part 1)
PUBREL	6	Client to Server or Server to Client	Publish release (QoS 2 delivery part 2)
PUBCOMP	7	Client to Server or Server to Client	Publish complete (QoS 2 delivery part 3)
SUBSCRIBE	8	Client to Server	Subscribe request
SUBACK	9	Server to Client	Subscribe acknowledgment
UNSUBSCRIBE	10	Client to Server	Unsubscribe request
UNSUBACK	11	Server to Client	Unsubscribe acknowledgment
PINGREQ	12	Client to Server	PING request
PINGRESP	13	Server to Client	PING response
DISCONNECT	14	Client to Server or Server to Client	Disconnect notification
AUTH	15	Client to Server or Server to Client	Authentication exchange

Name	Value	Direction of flow	Description
Reserved	0	Forbidden	Reserved
CONNECT	1	Client to Server	Connection request
CONNACK	2	Server to Client	Connect acknowledgment
PUBLISH	3	Client to Server or Server to Client	Publish message
PUBACK	4	Client to Server or Server to Client	Publish acknowledgment (QoS 1)

The last four bits of the MQTT control packet, the so-called control flags, are fixed corresponding to the used packet type and cannot be changed by the client, with one exception, the PUBLISH control packet type.

- DUP: Indicates if this packet is a duplicate. Bit 3

  Value 0: New data packet

  Value 1→ Redelivery of the old packet.

- QoS: The Quality of Service level. Bit 2,1

  Value 0: At most one delivery (it might deliver or not based on TCP status)

The remaining bits [3-0] of byte 1 in the Fixed Header contain flags specific to each MQTT Control Packet 404 type as shown below. Where a flag bit is marked as “Reserved”, it is reserved for future use and MUST 405 be set to the value listed. If invalid flags are received it is a Malformed Packet.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

MQTT Control Packet	Fixed Header flags	Bit 3	Bit 2	Bit 1	Bit 0
CONNECT	Reserved	0	0	0	0
CONNACK	Reserved	0	0	0	0
PUBLISH	Used in MQTT v5.0	DUP	QoS		RETAIN
PUBACK	Reserved	0	0	0	0
PUBREC	Reserved	0	0	0	0
PUBREL	Reserved	0	0	1	0
PUBCOMP	Reserved	0	0	0	0
SUBSCRIBE	Reserved	0	0	1	0
SUBACK	Reserved	0	0	0	0
UNSUBSCRIBE	Reserved	0	0	1	0
UNSUBACK	Reserved	0	0	0	0
PINGREQ	Reserved	0	0	0	0
PINGRESP	Reserved	0	0	0	0
DISCONNECT	Reserved	0	0	0	0
AUTH	Reserved	0	0	0	0

Thi
sen
suit

DUP = Duplicate delivery of a PUBLISH packet 411

QoS = PUBLISH Quality of Service 412

RETAIN = PUBLISH retained message flag

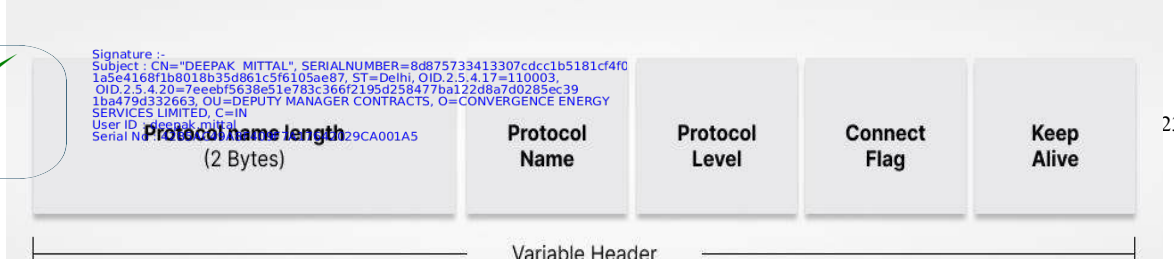
Remaining Length

Position: starts at byte 2.

The Remaining Length is a Variable Byte Integer that represents the number of bytes remaining within the current Control Packet, including data in the Variable Header and the Payload. The Remaining Length does not include the bytes used to encode the Remaining Length. The packet size is the total number of bytes in an MQTT Control Packet, this is equal to the length of the Fixed Header plus the Remaining Length.

2.2 Variable Header

The content and length of the variable header differ according to the packet type. For example, the following image shows the structure of the variable header for the CONNECT control packet.



Protocol name length: Indicates the length in bytes of the Protocol Name

Protocol name: ASCII representation of the protocol name, e.g., MQTT (0x4d 0x51 0x54 0x54)

Protocol level: “4” for MQTT v3.1.1, “5” for MQTT v5.0.

Connect flag: A 1-byte field with information about connection options like retention, QoS, clean session, etc. An example of this is attached just below.

Bit	**7**	**6**	**5**	**4**	**3**	**2**	**1**	**0**
	username flag	**password flag**	**will retain**	**will QOS**		**will flag**	***)**	**reserved**
	x	**x**	**x**	**x**	**x**	**x**	**x**	**0**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Username Flag:

1→ Username to send.

0-> Username not necessary

Password Flag:

1→ Password to send.

0-> Password not necessary

Will retain: if enabled, the message will be set as retained.

Will QOS: Indicates the Qos level with which the message will be sent.

Denotes the QoS level in 2 bits, i.e., QoS 0 = “0” and “0,” QoS 1 = “1” and “0,” QoS 2 = “0” and “1.”

Will flag: if activated, the broker sends a Last Will message (LWT) on behalf of the client

when it disconnects unexpectedly.

Clean session: if active, the broker will clear any existing session when this client connects

and not store any session data after the client disconnects. Note that in MQTT

v5.0, this flag is called “clean start” and only affects the start of the session.

Keep Alive: Denotes the maximum time, in seconds, the client will leave before sending a packet to the broker.

2.3 Payload

The payload holds the data related to the packet being sent. For a PUBLISH packet, this is the actual message being sent. The message can be in any format, but most often in ASCII-encoded characters formatted as JSON, XML, or text.

3. Packet Structures

This section contains some of the important packet structures. One can add his/her proprietary packets as per wish.

The packet ASCII encoded in the JSON format, fields are separated by comma.

3.1 CONNECT Packet

Control Packet Type: 0x10 (16 in decimal)

The CONNECT packet is used by an MQTT client to establish a connection with an MQTT broker. It includes information such as the protocol version, client identifier, clean session flag, keep-alive interval, and authentication credentials (username and password).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

S.No	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header		16
2	Length of the Packet		83
Variable Header			
3	Protocol Name Length		4
4	Protocol Name		MQTT
5	Protocol Level		5
6	Connect Flag		4
7	Keep Alive		60
Payload			
8	15 Digit IMEI number		123456789012345
9	Vehicle Number		DL35XX9821
10	Firmware version		V1.0.0
11	Protocol Version		V1.0.0
12	GPS fix (1→Fixed,0→not Fixed)		1
13	Date (DDMMYY)		200728
14	Time (HH:mm:ss)		200900
15	Latitude value in decimal degrees (6 decimal places)		17.7823411
16	Latitude Direction (N=North; S=South)		N
17	Longitude value in decimal degrees (6 decimal places)		78.3123121
18	Longitude Direction (E=East; W=West)		E
19	Speed		20

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Example Jsosn Data:


```
[
 {
  "Fixed Header": {
   "Header": 16,
   "Length of the Packet": 83
  },
  "Variable Header": {
   "Protocol Name Length": 2,
   "Protocol Name": "MQTT",
   "Protocol Level": 4,
   "Connect Flag": 4,
   "Keep Alive": 60
  },
  "Payload": {
   "15 Digit IMEI number": "123456789012345",
   "Vehicle Number": " DL35XX9821",
   "Firmware version": "V1.0.0",
   "Protocol Version": "V1.0.0",
   "GPS fix": 1,
   "Date": "200728121324",
   "Time": 12091,
   "Latitude value": 17.782341,
   "Latitude Direction": "N",
   "Longitude value": 78.312312,
   "Longitude Direction": "E",
   "Speed": 20
  }
 }
]
```


3.2 CONNACK Packet

Control ACK Packet Type: 0x20 (32 in decimal)

The CONNACK packet is sent by the MQTT broker in response to a CONNECT packet. It acknowledges the client's connection request and provides status information, including a return code that indicates whether the connection was successful.

Thers is no Payload.

S.No	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header**		**32**
2	**Length of the Packet**		**2**
Variable Header			
3	**Reserved**		**0**

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

<table>
<tr><th>S.No</th><th>Contents</th><th>Bytes</th><th>Sample Data</th></tr>
<tr><td>4</td><td>Return Code
<table>
<tr><td>0</td><td>0x00</td><td>Connection Accepted</td></tr>
<tr><td>1</td><td>0x01</td><td>Connection Refused: unacceptable protocol version</td></tr>
<tr><td>2</td><td>0x02</td><td>Connection Refused: identifier rejected</td></tr>
<tr><td>3</td><td>0x03</td><td>Connection Refused: server unavailable</td></tr>
<tr><td>4</td><td>0x04</td><td>Connection Refused: bad user name or password</td></tr>
<tr><td>5</td><td>0x05</td><td>Connection Refused: not authorized</td></tr>
<tr><td>6-255</td><td></td><td>Reserved for future use</td></tr>
</table></td><td></td><td>0</td></tr>
</table>

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 32,
      "Length of the Packet": 2
    },
    "Variable Header": {
      "Reserved": 0,
      "Return Code": {
        "Value": 0,
      }
    }
  }
]
```


Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

3.3 PUBLISH Packet

The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It can have different Quality of Service (QoS) levels and includes the topic name, message content, and optional message identifier.

Control Packet Type:

0x30 (48 in decimal)→ for QoS 0

0x32 (50 in decimal)→ for QoS 1

0x34 (52 in decimal)→ for QoS 2

3.3.1 Vehicle Location Packet

Topic Name: its/vehicle/location

Ack Packet: publish acknowledgement is needed.

This packet will be sent at configurable period time interval. Minimum is 5 seconds.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**50**
2	**Length of the Packet**		**105**
Variable Header			
3	**Topic Name Length**		**20**
4	**Topic Name**		**its/vehicle/location**
5	**Message ID or Frame Number Sequence Number of the messages (000001 to 999999)**		**1**
Payload			
6	**Vendor ID**		**SU3339**
7	**Firmware Version**		**11.0.15**
8	**Packet Type** **(NR =Normal** **EA = Emergency alert.** **TA = Tamper alert HP = Health packet IN = Ignition On** **IF = Ignition Off**		**NR**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
	BD = Main Battery disconnect (If device is disconnected from vehicle battery and running on its internal battery) **BR = Battery reconnect** **BL = Battery low (If device internal battery had fallen below a defined threshold, indicating that device need to get a recharge)** **BC = (Low battery removed Indicate that vehicle internal battery is charged again) MB (Connect back to main battery Indicate that vehicle is connected back to main battery)** **GO (– GPS box opened Message would be generated indicating GPS box opened)** **HB (Harsh Break)** **HA (Harsh Acceleration)** **RT(Rash Turning)**		
9	**Packet Status L=Live or H= History**		**L**
10	**15 Digit IMEI number**		**123456789009876**
11	**Vehicle number where the device was installed**		**DL35XX9821**
12	**GPS Fix (1 = GPS fix OR 0 = GPS invalid)**		**1**
13	**Date value (DDMMYY)**		**010123**
14	**Time in UTC format (hhmmss)**		**122315**
15	**Latitude value in decimal degrees (with minimum 6 decimal places)**		**17.5867543**
16	**Latitude Direction (For example, N=North; S=South)**		**N**
17	**Longitude value in decimal degrees (with minimum 6 decimal places)**		**78.2345676**
18	**Longitude Direction (For example, E=East; W=West)**		**W**
19	**Speed in km/h**		**40**
20	**Ignition 1= Ign On ; 0 = Ign Off**		**1**
21	**Main Power Status:** **0 = Vehicle Battery Disconnected** **1= Vehicle battery power reconnected**		**1**
22	**Emergency Status 1= 'On'; 0 = 'Off'**		**1**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
23	GSM Signal Strength Value ranging from 0 – 31		27
24	Odometer Reading		25

Example Json Data:


```
[
 {
  "Fixed Header": {
   "Header ": 50,
   "Length of the Packet": 105
  },
  "Variable Header": {
   "Topic Name Length": 20,
   "Topic Name": "its/vehicle/tracking",
   "Message ID": 1
  },
  "Payload": {
   "Vendor ID": "SU3339",
   "Firmware Version": "11.0.15",
   "Packet Type": "NR",
   "Packet Status": "L",
   "15 Digit IMEI number": "123456789009876",
   "Vehicle number ": "DL35XX9821",
   "GPS Fix": 1,
   "Date value": "010123",
   "Time in UTC format": "122315",
   "Latitude value": "17.5867543",
   "Latitude Direction": "N",
   "Longitude value": "78.2345676",
   "Longitude Direction": "W",
   "Speed": 40,
   "Ignition": 1,
   "Main Power Status": 1,
   "Emergency Status": 1,
   "GSM Signal Strength ": 27,
   "Odometer Reading": 25,
  }
 }
]
```


3.3.2 Vehicle CAN Packet

Topic Name: its/vehicle/can

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends CAN information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		148
Variable Header			
3	Topic Name Length		15
4	Topic Name		its/vehicle/can
5	Message ID or Frame Number Sequence Number of the messages (000001 to 999999)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		090823
11	Time in UTC format (hhmmss)		060807
12	Latitude value in decimal degrees (with minimum 6 decimal places)		17.2345678
13	Latitude Direction (For example, N=North; S=South)		N
14	Longitude value in decimal degrees (with minimum 6 decimal places)		78.2345675
15	Longitude Direction (For example, E=East; W=West)		E
16	Odometer reading (instrument cluster/CAN)		23
17	Vehicle Status		1
18	Traction Battery Data (As per AIS 038, revision 2, amendment 3)		44
19	Battery SoC (State of Charge)		34
20	Battery Voltage		45
21	Battery Current		54
22	Battery Temperature		45
23	Ambient temperature		35

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
24	Vehicle Speed		25
25	Acceleration		33
26	Deceleration		35
27	Charging Status (it can be pushed via BMS)		1
28	Charging Start Time		1909
29	Charging End Time		2408
30	Charging Power		54
31	Charging Current		34
32	Charging Voltage		34
33	Cell/Pack temperature		38
34	Motor Current and Voltage		46
35	Motor Current and Voltage while traction		36
36	Motor Current and Voltage while regeneration		38
37	BMS error/charging fault		37
38	SoH - Battery		34
39	Health Status of BMS		1
40	Health status of PIS		1
41	Health Status of ITS		1
42	Health Status of VTS		1
43	Door open/ closed status		1
44	Driver Side		1
45	Passenger Side		1
46	Rear Left		1
47	Rear Right		1
48	Passenger saloon temperature		34
49	Motor Speed		28
50	Diagnostic Trouble Codes		22
51	Charge Discharge Cycle - Count		27
52	Distance to empty / residual range		45

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Example Json Data:


```
[
 {
  "Fixed Header": {
   "Header": 50,
   "Length of the Packet": 148
  },
  "Variable Header": {
   "Topic Name Length": 15,
   "Topic Name": "its/vehicle/can",
   "Message ID": 1
  },
  "Payload": {
   "Vendor ID": "SU3339",
   "15 Digit IMEI number": "123456789009876",
   "Vehicle number": " DL35XX9821",
   "GPS Fix": 1,
   "Date value": "090823",
   "Time in UTC format": "060807",
   "Latitude value": 17.2345678,
   "Latitude Direction": "N",
   "Longitude value ": 78.2345675,
   "Longitude Direction": "E",
   "Odometer reading": "23",
   "Vehicle Status": "1",
   "Traction Battery Data": "44",
   "Battery SoC": "34",
   "Battery Voltage": "45",
   "Battery Current": "54",
   "Battery Temperature": "45",
   "Ambient temperature": "35",
   "Vehicle Speed": "25",
   "Acceleration": "33",
   "Deceleration": "35",
   "Charging Status ": "1",
   "Charging Start Time": "1909",
   "Charging End Time": "2408",
   "Charging Power": "54",
   "Charging Current": "34",
   "Charging Voltage": "34",
   "Cell/Pack temperature": "38",
   "Motor Current and Voltage": "46",
   "Motor Current and Voltage while traction": "36",
   "Motor Current and Voltage while regeneration": "38",
   "BMS error/charging fault": "37",
```


Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

```
    "SoH - Battery": "34",
    "Health Status of BMS": "1",
    "Health status of PIS": "1",
    "Health Status of ITS": "1",
    "Health Status of VTS": "1",
    "Door open/ closed status": "1",
    "Driver Side": "1",
    "Passenger Side": "1",
    "Rear Left": "1",
    "Rear Right": "1",
    "Passenger saloon temperature": "34",
    "Motor Speed": "28",
    "Diagnostic Trouble Codes": "22",
    "Charge Discharge Cycle - Count": "27",
    "Distance to empty / residual range": "45"
  }
 }
]
```


3.3.3 Passenger Count Packet

Topic Name: its/vehicle/psgcount

Description: The PUBLISH packet is used by an MQTT client to publish a message on a specific topic on the MQTT broker. It sends Passenger Count information of the Vehicle to the Server.

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		113
Variable Header			
3	Topic Name Length		20
q	Topic Name		its/vehicle/psgcount
5	Message ID or Frame Number Sequence Number of the messages (000001 to 999999)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed.		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

10	**Date value (DDMMYY)**		**260123**
11	**Time in UTC format (HHmmss)**		**123435**
12	**Latitude value in decimal degrees (with 6 decimal places)**		**17.8998765**
13	**Latitude Direction (N=North; S=South)**		**N**
14	**Longitude value in decimal degrees (with 6 decimal places)**		**78.8998765**
15	**Longitude Direction (E=East; W=West)**		**N**
16	**Front Door People IN**		**23**
17	**Front Door People OUT**		**22**
18	**Back Door People IN**		**45**
19	**Back Door People OUT**		**43**
20	**Route No**		**1**
21	**Stop Name**		**CP**
22	**Source Name**		**KG Marg**
23	**Destination Name**		**ITO**

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet":113
    },
    "Variable Header": {
      "Topic Name Length": 20,
      "Topic Name": " its/vehicle/psgcount ",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": " DL35XX9821",
      "GPS Fix": 1,
      "Date value": "260123",
      "Time in UTC format": "123435",
      "Latitude value": "17.8998765",
      "Latitude Direction": "N",
      "Longitude value": "78.8998765",
      "Longitude Direction": "N",
      "Front Door People IN": 23,
```


Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

```
    "Front Door People OUT": 22,
    "Back Door People IN": 45,
    "Back Door People OUT": 43,
    "Route No": "1",
    "Stop Name": "CP",
    "Source Name": "KG Marg",
    "Destination Name": "ITO"
  }
 }
]
```


3.3.4 Route Start Packet

Topic Name: its/vehicle/routestart

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Route Start information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		102
Variable Header			
3	Topic Name Length		22
4	Topic Name		its/vehicle/routestart
5	Message ID (Starts from 1 onwards)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed.		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		250123
11	Time in UTC format (HHmmss)		090823
12	Latitude value in decimal degrees (with 6 decimal places)		17.8989867
13	Latitude Direction (N=North; S=South)		N

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
14	Longitude value in decimal degrees (with 6 decimal places)		78.9089987
15	Longitude Direction (E=East; W=West)		W
16	Current Route ID		1
17	Source Name		KG Marg
18	Destination Name		ITO
19	Expected Completion Time, Format=HHMM		1234

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet": 102
    },
    "Variable Header": {
      "Topic Name Length": 22,
      "Topic Name": " its/vehicle/routestart",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": " DL35XX9821",
      "GPS Fix": 1,
      "Date value": "250123",
      "Time in UTC format": "090823",
      "Latitude value ": 17.8989867,
      "Latitude Direction": "N",
      "Longitude value": 78.9089987,
      "Longitude Direction": "W",
      "Current Route ID": "1",
      "Source Name": "KG Marg",
      "Destination Name": "ITO",
      "Expected Completion Time": "1234"
    }
  }
]
```


3.3.5 Route End Packet

Topic Name: its/vehicle/routeend

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Route End information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**50**
2	**Length of the Packet**		**87**
Variable Header			
3	**Topic Name Length**		**20**

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
4	Topic Name		its/vehicle/routeend
5	Message ID (Starts from 1 onwards)		2
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed.		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		230923
11	Time in UTC format (HHmmss)		123444
12	Latitude value in decimal degrees (with 6 decimal places)		17.6767543
13	Latitude Direction (N=North; S=South)		N
14	Longitude value in decimal degrees (with 6 decimal places)		78.9876543
15	Longitude Direction (E=East; W=West)		E
16	Current Route ID		1
17	Current Trip no		1

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header (QOS 1)": 50,
      "Length of the Packet": 87
    },
    "Variable Header": {
      "Topic Name Length": 20,
      "Topic Name": " its/vehicle/routeend ",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": " DL35XX9821",
      "GPS Fix": 1,
      "Date value": "230923",
      "Time in UTC format": "123444",
      "Latitude value ": 17.6767543,
      "Latitude Direction": "N",
```


Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

```
    "Longitude value": 78.9876543,
    "Longitude Direction": "E",
    "Current Route ID": "1",
    "Current Trip no": "1"
  }
 }
]
```

3.3.6 Health Packet

Topic Name: its/vehicle/health

Description: The PUBLISH packet is used by an MQTT client to publish a message to a specific topic on the MQTT broker. It sends Health Status information of Vehicle to Server

Ack Packet: publish acknowledgement is needed.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	Header (QOS 1)		50
2	Length of the Packet		146
Variable Header			
3	Topic Name Length		18
4	Topic Name		its/vehicle/health
5	Message ID (Starts from 1 onwards)		1
Payload			
6	Vendor ID		SU3339
7	15 Digit IMEI number		123456789009876
8	Vehicle number where the device was installed		DL35XX9821
9	GPS Fix (1 = GPS fix OR 0 = GPS invalid)		1
10	Date value (DDMMYY)		120923
11	Time in UTC format (hhmmss)		090800
12	Latitude value in decimal degrees (with minimum 6 decimal places)		17.9876564
13	Latitude Direction (N=North; S=South)		N
14	Longitude value in decimal degrees (with minimum 6 decimal places)		78.0976543

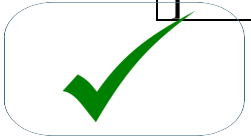
Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
15	Longitude Direction (E=East; W=West)		E
16	primary IP Address (String)		192.XXX. XXX . XXX
17	Secondary IP Address (String)		192.XXX.XXX.XXX
18	Firmware Version (string)		11.0.15
19	Protocol Version (String)		10.0.1
20	Storage 1 status (0 Failure/1 Working)		1
21	Storage 1 memory status (0 Failure/1 Working)		1
22	Storage 2 status (0 Failure/1 Working)		1
23	Storage 2 memory status (0 Failure/1 Working)		1
24	Front Display Board status (0 failure/1 working)		1
25	Side Display Board status (0 failure/1 working)		1
26	Rear Display Board status (0 failure/1 working)		1
27	Internal Display Board status (0 failure/1 working)		1
28	Camera 1 recording status (0 Failure/1 recording)		1
29	Camera 2 recording status (0 Failure/1 recording)		1
30	Camera 3 recording status (0 Failure/1 recording)		1
31	Camera 4 recording status (0 Failure/1 recording)		1
32	Camera 5 recording status (0 Failure/1 recording)		1
33	Camera 6 recording status (0 Failure/1 recording)		1
34	Camera 7 recording status (0 Failure/1 recording)		1
35	Camera 8 recording status (0 Failure/1 recording)		1
36	Ignition status (0 Off/1 On)		1
37	Digital Input 1 status (0 Off/1 On)		1
38	Digital Input 2 status (0 Off/1 On)		1
39	Digital Input 3 status (0 Off/1 On)		1
40	Digital Input 4 status (0 Off/1 On)		1
41	Digital Output 1 status (0 Off/1 On)		1
42	Digital Output 2 status (0 Off/1 On)		1

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Example Json Data:


```
[
  {
    "Fixed Header": {
      "Header": 50,
      "Length of the Packet": 146
    },
    "Variable Header": {
      "Topic Name Length": 18,
      "Topic Name": " its/vehicle/health ",
      "Message ID": 1
    },
    "Payload": {
      "Vendor ID": "SU3339",
      "15 Digit IMEI number": "123456789009876",
      "Vehicle number": "Ts10101",
      "GPS Fix": 1,
      "Date value": "120923",
      "Time in UTC format": "090800",
      "Latitude value ": 17.9876564,
      "Latitude Direction ": "N",
      "Longitude value": 78.0976543,
      "Longitude Direction": "E",
      "primary IP Address": "192.168.0.144",
      "Secondary IP Address": "192.168.0.155",
      "Firmware Version": "11.0.15",
      "Protocol Version": "10.0.1",
      "Storage 1 status": 1,
      "Storage 1 memory status": 1,
      "Storage 2 status": 1,
      "Storage 2 memory status": 1,
      "Front Display Board status": 1,
      "Side Display Board status": 1,
      "Rear Display Board status": 1,
      "Internal Display Board status": 1,
      "Camera 1 recording status": 1,
      "Camera 2 recording status": 1,
      "Camera 3 recording status": 1,
      "Camera 4 recording status": 1,
      "Camera 5 recording status": 1,
      "Camera 6 recording status": 1,
      "Camera 7 recording status": 1,
      "Camera 8 recording status": 1,
      "Ignition status": 1,
      "Digital Input 1 status": 1,
      "Digital Input 2 status ": 1,
      "Digital Input 3 status": 1,
      "Digital Input 4 status": 1,
      "Digital Output 1 status": 1,
      "Digital Output 2 status ": 1
    }
  }
]
```

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d8757334133307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

3.3.7 PUBACK Packet:

Control Packet Type: 0x40 (64 in decimal)

Description: The PUBACK (Publish Acknowledgment) packet is sent by the MQTT broker in response to a PUBLISH packet with QoS level 1. It confirms that the message was received and processed by the broker.

There is no Payload for this packet.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**64**
2	**Length of the Packet**		**1**
Variable Header			
3	**Message ID**		**2**

Variable Header Contains the same message ID that was Published by the MQTT client.

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 64,
      "Length of the Packet": 1
    },
    "Variable Header": {
      "Message ID": 2
    }
  }
]
```

3.3.8 PINGREQ Packet:

Control Packet Type: 0xC0 (192 in decimal)

Description: The PINGREQ (Ping Request) packet is sent by the MQTT client to the broker to request a ping response. It helps keep the connection alive and verify that the broker is still responsive.

No variable Header and Payload.

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**192**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d0757334133307cdcc1b5101cf4f81a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

2	**Length of the Packet**		**0**

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 192,
      "Length of the Packet": 0
            }
  }
]
```

3.3.9 PINGRESP Packet:

Control Packet Type: 0xD0 (208 in decimal)

Description: The PINGRESP (Ping Response) packet is sent by the MQTT broker in response to a PINGREQ packet. It confirms that the broker is still alive and responsive.

No variable Header and Payload

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**208**
2	**Length of the Packet**		**0**

Example Json Data:

```
[
  {
    "Fixed Header": {
      "Header": 208,
      "Length of the Packet": 0
            }
  }
]
```

3.3.10 DISCONNECT Packet:

Control Packet Type: 0xE0 (224 in decimal)

Description: The DISCONNECT packet is used by an MQTT client to gracefully terminate the connection with the MQTT broker.

No variable Header and Payload

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sno	Contents	Bytes	Sample Data
FIXED HEADER			
1	**Header (QOS 1)**		**224**
2	**Length of the Packet**		**0**

Example Json data:

```
[
  {
    "Fixed Header": {
      "Header": 224,
      "Length of the Packet": 0
            }
  }
]
```

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SECTION – 5: MEASUREMENT & VERIFICATION (M&V)

Not Applicable

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

SECTION- 6

Annexures

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

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Signature:
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
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Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

APPENDIX A - PRE-BID CONFERENCE

(No registration/fee submission/separate invitation, etc. is required for the interested firms for attending the Pre-bid meeting)

The official representative of the bidder may attend the Pre-bid Conference as mentioned in this RfP, which shall take place through Video Conferencing/In-Person.

(Bidders are requested to send their queries at least 7 days prior to the schedule date of Pre-bid meeting only in the prescribed format as given below on email id provided in Section-1 of tender document:

Sr. No.	Section No. Page No. Para No/Clause No.	Description as Per RfP	Queries/ Clarification of the bidder	Remarks
1	Section No. Page No. Para No/Clause No.			
2	Section No. Page No. Para No/Clause No.			
3	Section No. Page No. Para No/Clause No.			

Authorized Signatory

Sign & Stamp

Note

- The purpose of the meeting shall be to clarify any issues regarding the bid process.
- Record notes of the meeting including the text of the questions raised and responses given shall be transmitted to all the bidders who were present at the meeting. Based on that, amendment can be issued in the tender documents.
- The clarifications that could not be furnished during pre-bid conference shall be separately communicated to all the bidders.
- Non-attendance at the pre-bid meeting shall not be a cause for rejection of a Bidder(s).
- Based on the discussion in pre-bid meeting, CESL reserves the right to modify/amend the tender document.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Checklist

(Required to be uploaded under Envelope 1 through e-procurement portal in same sequence as mentioned below)

Annexure.	Description	Whether submitted (Yes/No)
1	Covering Letter	
2	Bid Security/Bid Bond	
3	Power of Attorney (Single Bidder)	
4	Power of Attorney (Consortium)	
5	Bidder's composition and ownership structure	
6	Authorization to Bank	
7	Consortium Agreement	
8	Letter of Consent from each Consortium Member, including Lead Member	
9	Board Resolution	
10	Proforma of Letter of Undertaking	
11	Affidavit format	
12	Financial Qualification Requirement (Networth)	
13	Financial Qualification Requirement (MAAT)	
14	Technical Qualification Requirement	
15	Bidders Undertaking and details of Equity Investment	
16	Fraud prevention policy	
17	Certificate for not being debarred /blacklisted from any GoI agency at the time of bid submission	
18	Self-Declaration for testing certificate	
19	Certificate for Indigenous content	
20	Compliance for MeiTY requirement	
21	Certificate for declaring local content	
22	Self-Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"	
23	Bank Details -Attachment 09 (RTGS/NEFT)	
24	Declaration of Quoted Lots by the Bidders	
25	NIL Deviation Statement	

Authorized Signatory

Sign & Stamp

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 1 - COVERING LETTER

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

Date: ……

From: ……

Tel. No.: ……

Fax No.: ……

E-mail address: ……

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" Being duly authorized to present and act on behalf of M/s (insert name of Bidder / Consortium) (hereinafter called the "Bidder") and having read and examined in detail the Request for Proposal (RfP) document, the undersigned hereby submit our Bid with duly signed formats and Financial Bid as stipulated in RfP document for your consideration.

1. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP document and subsequent clarifications/amendments as per Clause xxx and xxxx of RfP.

2. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RfP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

3. We hereby agree and undertake to procure the products and services associated with the Project, as per the Applicable Law (details of which are provided in the RfP), and as amended from time to time.

4. We are herewith submitting legally binding board resolution for investing the total equity requirement of the Project.

5. We hereby confirm that in accordance with Clause xxxxx of the RfP, we are herewith submitting legally binding undertaking supported by a board resolution from the ……..(Insert name of Parent company/Associate , as the case may be) that all the equity investment obligations of …….. (Insert name of the Bidder) shall be deemed to be equity investment obligations of the …… (Insert name of Parent company/associate, as the case may be) and in the event of any default by…(Insert name of the Bidder), the same shall be met by ……. (Insert name of Parent company/associate, as the case may be).

[Sl. No 5 to be inserted only in case the Bidder is a Bidder / Lead Member of a Consortium and has sought qualification on the basis of technical and financial capability of its Associate(s) and/or its Parent]

6. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our

Signature
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

obligations stated in RfP and Concession agreement with regard to the Project.

7. We hereby confirm that we shall continue to maintain compliance with Qualification Requirements till the execution of the Concession Agreement. Further, in case we emerge as Selected Bidder for the Project, we shall continue to maintain compliance with Qualification Requirements till COD of the Project.

8. We confirm that we have studied the provisions of relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Concession Agreement, in the event of our selection as the Selected Bidder. We further undertake and agree that all such factors as mentioned in RfP have been fully examined and considered while submitting the Bid.

9. We hereby confirm that we shall abide unreservedly with CESL's decision in the qualification process for selection of Qualified Bidder and further warrant that under no circumstances we shall challenge either the CESL's decision or its right to make such decision at any time in the future.

10. We undertake, that if our bid is selected, we shall initiate the activities required to be undertaken by the Selected Bidder immediately upon issuance of Letter of Confirmation quantity (LoCQ) to us by CESL.

11. If our bid is selected, we undertake to provide performance security as per the format specified in the Concession Agreement and comply with the other requirements of the RfP document.

12. We confirm that our bid proposal shall remain valid for a period 180 days from the Bid Due date as stipulated in the RfP document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

13. Until the concession agreement is executed between the Selected Bidder and relevant Authority, our bid, together with your written acceptance thereof in the form of your LoCQ shall constitute a binding contract between parties.

14. We understand that you are not bound to accept the lowest or any other bid you may receive.

15. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

16. We have enclosed a Bid Bond of Rupees ……. Crores (Rs. …….) only or US$..... (…….US Dollars), in the form of bank guarantee no/Insurance Surety Bond No. [Insert number of the Bank Guarantee/Insurance Surety Bond No] dated…….[Insert Date of the Bank Guarantee/ Insurance Surety Bond No] as per your proforma (Annexure-XXX) from [Insert name of bank/Insurance Company providing Bid Bond] and valid up to…….in terms of Clause xxxx of the RfP.

17. With reference to our bid proposal no……dated for…… /Package no Dated……., we hereby confirm that we have read and understood the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

i. Governing Laws: Clause xxx of ITB

ii. Settlement of Disputes: Clause xxx of ITB

iii. Terms of payment: Clause xxx of SCC

iv. Performance Security: Clause xxx of ITB

v. Taxes and Duties: Clause xxx of ITB

vi. Completion Time Guarantee: Clause xxx of ITB

vii. Defects Liability: Clause xxx of ITB

Signature :
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

viii. Functional Guarantee: Clause xx of ITB

ix. Patent Indemnity: Clause xx of ITB

x. Limitations of Liability: Clause xx of ITB

xi. Project information, Estimation, bid Assumptions and conditions for Evaluation: As per Tables in price.

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to CESL

The details of contact person are furnished as under:

Name: ……

Designation: ……

Name of the Company: ……

Address of the Bidder: ……

Phone Nos.: ……

Fax Nos.: ……

E-mail address: ……

Bid Bond

Acceptance

Thanking you,

Yours sincerely,

……

(Name and Signature of the authorized signatory in whose name Power of Attorney/ Board Resolution as per Clause xxxx is issued)

Name: ……

Designation: ……

Address: ……

Date: ……..

Place: ……

Company Stamp

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 2 - BID SECURITY

Bank Guarantee

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

Bank Guarantee No. ……

Date ……

To:

Convergence Energy Services Limited (CESL)
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir(s),

1. In accordance with invitation for bids under your RfP no……dated……..M/s……. having its registered/head office at…….(hereinafter called "Bidder") wish to participate in the said bid for (name of package)

2. We, the …… (Name and address of the bank), having our head office at ……. at the request of the Bidder, do hereby transfer irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CESL an amount of Rs. ……. (Rupees …….. only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

3. Any such written demand made by CESL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

4. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CESL is disputed by the Bidder or not, merely on the first demand from CESL stating that the amount claimed is due to CESL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

However, our liability under this Guarantee shall be restricted to an amount not exceeding INR…..…… (Rupees …… only).

5. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between CESL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6. We, the Bank, further agree that CESL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of CESL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CESL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

8. In order to give full effect to this Guarantee, CESL shall be entitled to treat the Bank as the principal debtor. CESL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to CESL, and the Bank shall not be released from its liability under these presents by any exercise by CESL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CESL or any indulgence by CESL to the said Bidder or by any change in the constitution of CESL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

11. It shall not be necessary for CESL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which CESL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
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OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CESL in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank and such Bank Guarantee may be encashed by CESL from any branch of the Bank in Delhi (in case the Bank doesn't have a branch in Delhi then the encashment may be done at the Branch nearest to Delhi).

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees ……..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if CESL serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 210 days after the Bid Due Date)].

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this …… Day of ……20……at……

Witness:

Signature:

Name:

Official address:

Authorized vide Power of Attorney no.

Date

Signature:

Name:

Designation with Bank Stamp

NOTE:

- Bid Security amount shall be as specified in the RfP.
- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be one hundred eighty days from the Bid Due Date
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up both checklist and enclose the same with the Bank Guarantee.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

CHECK LIST

Sl. No.	Details of Checks	YES / NO
1	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
3	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
4	Has the executing Officer of BG indicated the name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
7	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of CESL in any manner)?	
8	In case of deviations in text of BG, which materially affect the right of CESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
9	Are the factual details such as Bid Document No. NOA/LOA/Contact No.,	
10	Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sl. No.	Details of Checks	YES / NO
11	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
12	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
13	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -I to ANNEXURE 2

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

- SBI AND ASSOCIATES

Sl. No.	Name of Banks	Sl. No	Name of Banks
1	State Bank of India	5	State Bank of Mysore
2	State Bank of Bikaner and Jaipur	6	State Bank of Patiala
3	State Bank of Hyderabad	7	State Bank of Saurashtra
4	State Bank of Indore	8	State Bank of Travancore

- NATIONALISED BANKS

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9	Allahabad Bank	19	Canara Bank
10	Andhra Bank	20	Central Bank of India
11	Bank of India	21	Corporation Bank
12	Bank of Maharashtra	22	Dena Bank
13	Indian Bank	23	Indian Overseas Bank
14	Oriental Bank of Commerce	24	Punjab National Bank
15	Punjab & Sind Bank	25	Syndicate Bank
16	Union Bank of India	26	United Bank of India
17	UCO Bank	27	Vijaya Bank
18	Bank of Baroda		

- SCHEDULED PRIVATE BANKS (INDIAN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
28	Bank of Rajasthan	43	Sangli Bank Ltd.
29	Bharat Overseas Bank Ltd.	44	South Indian Bank Ltd.
30	Catholic Syrian Bank	45	Tamilnad Mercantile Bank Ltd.
31	City Union Bank	46	United Western Bank Ltd.
32	Dhanalakshmi Bank	47	ING Vysya Bank Ltd.
33	Federal Bank Ltd.	48	Axis Bank
34	Jammu & Kashmir Bank Ltd.	49	S.B.I. Commercial & International Bank Ltd.
35	Karnataka Bank Ltd.	50	Ganesh Bank of Kurundwad Ltd.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Sl. No.	Name of Banks	Sl. No.	Name of Banks
36	Karur Vysya Bank Ltd.	51	IndusInd Bank Ltd.
37	Lakshmi Vilas Bank Ltd.	52	ICICI Bank Ltd.
38	Lord Krishna Bank Ltd.	53	HDFC Bank Ltd.
39	Nainital Bank Ltd.	54	Centurion Bank of Punjab Limited
40	Kotak Mahindra Bank	55	Development Credit Bank Ltd.
41	Ratnakar Bank Ltd.	56	Yes Bank
42	IDFC FIRST Bank		

- SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl.No.	Name of Banks
57	Abu Dhabi Commercial Bank Ltd.	73	Sonali Bank
58	ABN AMRO Bank Ltd.	74	Standard Chartered Bank
59	American Express Bank Ltd.	75	J.P Morgan Chase Bank
60	Bank of America NA	76	State Bank of Mauritius
61	Bank of Behrain & Kuwait	77	Development Bank of Singapore
62	Mashreq Bank	78	Bank of Ceylon
63	Bank of Nova Scotia	79	Bank International Indonesia
64	The Bank of Tokyo-Mitsubishi UFJ Limited.	80	Arab Bangladesh Bank
65	Calyon Bank	81	Cho Hung Bank
66	BNP Paribas	82	China Trust Bank
67	Barclays Bank	83	MIzuho Corporate Bank Ltd.
68	Citi Bank	84	Krung Thai Bank
69	Deutsche Bank	85	Antwerp Diamond Bank N.V. Belgium
70	The Hong Kong and Shanghai Banking Corporation Ltd.	86	Internationale Netherlanden Bank N.V. (ING Bank)
71	Oman International Bank	87	Bank of China Ltd.
72	Societe Generale		

- PUBLIC SECTOR BANK

Sl. No.	Name of Banks	Sl. No	Name of Banks
88	IDBI Ltd.		

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -II to ANNEXURE 2

BID SECURITY FORM (For Insurance Security Bond

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: .....….
Date: .....……...

To: (insert Name and Address of Employer)

WHEREAS M/s. …. (Insert name of Bidder)…… having its Registered/Head Office at ….. (Insert address of the Bidder) …….. (Hereinafter called "the Bidder" which expression shall include its successors, administrators, executors and assigns) has submitted its Bid for the performance of the Contract for '……..', under Specification No.: …….. (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the **Insurer**)* …… having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….. (hereinafter called "**the Insurer** " which expression shall include its successors, administrators, executors and assigns), are bound unto ……*(insert name of Employer)*….. (hereinafter called "the Employer") in the sum of .....*(insert amount of Bid Security in figures & words)*..... .....…… for which payment well and truly to be made to the said Employer, the **Insurer** binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said **Insurer** this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to terms and conditions of the RfP; or

(3) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(4) In the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) To sign the Contract Agreement, in accordance with Conditions of the Tender, or

(ii) To furnish the required performance security, in accordance with Conditions of the Tender.
or

(5) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including …….. *(insert date in line with stipulations of the tender)*……, and any demand in respect thereof must reach the **Insurer** not later than the above date.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Notwithstanding anything contained herein:

1. Our liability under this **Insurance Surety Bond** shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This **Insurance Surety Bond** shall be valid upto 180 days+claim period of 30 days from the bid opening date_____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this **Insurance Surety Bond** only & only if we receive a written claim or demand on or before _____ (*validity date*) _____

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**
3. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**
4. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. **While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Insurance Surety Bond.**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -III to ANNEXURE 2

FORM FOR FORFEITURE OF INSURANCE SURETY BOND

To: *(insert Name and Address of the Insurer)*

Ref..: Forfeiture of Bid Security Amount against **Insurance Surety Bond** No. …… …… dated …… for ……., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Insurance Surety Bond executed by you in our favour for ……. as Bid Security for the bid submitted by M/s. ……*(insert name of the Bidder)* ……... against ….. *(insert name of the Package)* ……. ; Specification No. ……

As per the terms of the said guarantee, the **Insurer** has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the **Insurer** irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The **Insurer** is requested to remit the full guaranteed sum ……. towards proceeds of the bid security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
.....(Registered Office of the **Insurer***)*....

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -III to ANNEXURE 2

FORM FOR CONDITIONAL CLAIM PENDING EXTENSION IN INSURANCE SURETY BOND

To: *(insert Name and Address of the* **Insurer***)*

Ref..: Conditional Claim against Insurance Surety Bond No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject **Insurance Surety Bond** executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this **Insurance Surety Bond** to us towards Bid Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject **Insurance Surety Bond** for full guaranteed sum. Kindly note that this claim/demand against the subject **Insurance Surety Bond** is without any further notice in case the amendment to **Insurance Surety Bond** No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto …….... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this **Insurance Surety Bond** shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee, any other related document with reference to this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject **Insurance Surety Bond** extending the validity up to ……. is received by us by…….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ATTACHMENT -IV to ANNEXURE 2

FORM OF EXTENSION OF INSURANCE SURETY BOND

Ref. No..... Dated:.....

To: [Name and address of the Employer]

Dear Sirs,

Sub.: Extension of **Insurance Surety Bond** No. …… …… dated …… for ……..., issued to you on behalf of M/s. ……*(insert name of the* Contractor*)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original **Insurance Surety Bond**).

At the request of M/s…… *(insert name of the* Contractor*)* …....., We ……*(insert name & address of the **Insurer**)* ……, a **Insurer** organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the **Insurer**)*…….....…… do hereby extend our liability under the above-mentioned **Insurance Surety Bond** No. ……..... Dated ...……... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original **Insurance Surety Bond** No. ....…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original **Insurance Surety Bond** to which it would be attached.

For and on behalf of the **Insurer**

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal _____

Witness:

Signature_____

Name_____

Address_____

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. **The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractors/ Suppliers /Insurer issuing the Insurance Surety Bond.**

2. **The Insurance Surety Bond shall be signed on all the pages by the Insurer Authorities and should invariably be witnessed.**

3. **The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.**

4. **The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.**

5. **While getting the Insurance Surety Bond issued, Contractor/'s are required to ensure compliance to the points mentioned in corresponding Form of Insurance Surety Bond.**

**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 3 - POWER OF ATTORNEY FOR SINGLE BIDDER/LEAD MEMBER OF CONSORTIUM

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

Know all men by these presents, We …….(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms…… (name and residential address) who is presently employed with us and holding the position of…….as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" (Bid Document No.___ dated____), including signing and submission of all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc., making representations to the CESL, and providing information / responses to the CESL, representing us in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project till the completion of the bidding process in accordance with the RfP.

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

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

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

……..

(Signature)

Name: …….

Designation: …….

Accepted

……..……

(Signature of the Attorney)

Name: …….

Designation: ...……..

Address: .....

.....

(Name, Designation and Address of the Attorney)

Specimen signatures of attorney attested by the Executant.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

……

(Signature of the Executant)

……..

(Signature of Notary Public)

Place: ……

Date: ……

Notes:

1. To be executed by Bidder or the Lead Member (in the case of a Bidding Consortium), as the case maybe.

2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 4 - POWER OF ATTORNEY FOR CONSORTIUM

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

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s , having its registered office at ……and M/s …….…. having its registered office at ……, (Insert names and registered offices of all Members of the Consortium), the Members of Consortium, have formed a Bidding Consortium named ……. (insert name of the Consortium) (hereinafter called the **"Consortium"**) vide Consortium Agreement dated…….…… and having agreed to appoint M/s……as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s…….……..a company incorporated under the laws of ……..……and having its Registered / Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as **"Lead Member"**) which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid for the Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" (Bid Document No.___ dated____),, including signing and submission of the Bid and all documents related to the Bid, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the CESL, and providing information / responses to the CESL, representing us and the Consortium in all matters before the CESL, and generally dealing with the CESL in all matters in connection with our Bid for the said Project, till completion of the bidding process in accordance with the RfP.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Consortium achieves execution of Concession Agreement, through its SPV.

We, as the Member of the Consortium, agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

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

IN WITNESS WHEREOF M/s_____, as the Member of the Consortium have executed these presents on this……. day of ……

For and on behalf of Consortium Member

……

(Signature of the Authorized Signatory)

Name: ……

Designation: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Place: ……

Name: ……

Designation: ……

Place: ……

Accepted

Specimen signatures of attorney attested

……

(Signature)

……

(Signature of Notary Public) ……

(Name, Designation and Address

of the Attorney)

Place: …… Date: ……..

Notes:

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

2. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

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

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

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

Name: ……

Address: ……

……

Website Address: ……

Country of Origin: ……

b) **Year Organized**: ……

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

d) **Status as a Bidder**:

i. Bidder

ii. Lead Member of the Bidding Consortium

iii. Member of the Bidding Consortium

Note: tick the applicable serial number

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

……

……

……

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

g) **Telephone Number**: ……

h) **Email Address**: ……

i) **Telefax Number**: ……

j) Please provide the following documents:

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

ii. Authority letter (as per format for authorization given below in Annexure 6) in favor of CESL from the Bidder/every Member of the Consortium authorizing CESL to seek reference from their respective bankers & others as Annexure - 6 as per Clause xxx of the RfP.

2. Details of Ownership Structure:

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

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

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Notes:

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

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

For and on behalf of Bidder / Lead Member of the Bidding Consortium

M/s…….

……..

(Signature of authorized representative)

Name: ……

Designation: ……

……..

(Stamp)

Date: ……

Place: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 6 - FORMAT FOR AUTHORISATION

(In case of Consortium, to be given separately by each Member)

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

and duly attested by notary public)

The undersigned hereby authorize(s) and request(s) all our Bankers, including its subsidiaries and branches, any person, firm, corporation or authority to furnish pertinent information deemed necessary and requested by CESL to verify our Bid for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" or regarding our project development experience, financial standing and general reputation.

For and on behalf of M/s……. (Insert Name of Bidder or Member of the Consortium)

.....

(Signature)

Name of Authorized Signatory: …….

(Signature and Name of the authorized signatory of the Company)

Place: ……

Date: ……

……..

(Company stamp/seal)

……

(Signature of Notary Public)

Place: ……

Date: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 7 - FORMAT FOR CONSORTIUM AGREEMENT

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

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

WHEREAS, the CESL had invited Bid in response to RfP issued to……..(insert the name of purchaser of RfP) for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

AND WHEREAS, Clause 8.2 of the RfP document stipulates that the Bidders qualifying on the strength of a Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in the RfP document wherein the Consortium Members have to commit equity of a specific percentage in the Project.

AND WHEREAS, Clause 8.2 of the RfP document also stipulates that the Consortium shall provide along with the Bid, a Consortium Agreement as per prescribed format whereby the Consortium Members undertake to be liable for raising the required funds for its respective equity investment commitment as specified in Consortium Agreement.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the selection of the Consortium as the selected bidder by the CESL, we the Members of the Consortium and parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfP for self and agent for and on behalf of ……., ..., ..., ... (the names of all the other Members of the Consortium to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of the Members.

3. Notwithstanding anything contrary contained in this Consortium Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e., for both its own equity contribution as well as the equity contribution of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this agreement.

5. Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital of the SPV" shall be in the following proportion: (if applicable)

Name	**Percentage of equity holding in the Project**

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Party 1	…….
……	…….
Party n	…….
Total	**100%**

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

6. The Lead Member shall inter alia undertake full responsibility for liaising with lenders and mobilizing debt resources for the Project and achieving financial closure.

7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.

10. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Attachment - I to this Consortium Agreement, forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Project.

11. It is clearly agreed that the Lead Member shall ensure performance under the Agreements and if one or more Consortium Members fail to perform its /their respective obligations under the Agreement(s), the same shall be deemed to be a default by all the Consortium Members.

12. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

13. It is hereby agreed that the Lead Member shall furnish the bid security, on behalf of the Consortium Members.

14. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the parties to this Consortium Agreement do hereby agree that they shall furnish the Performance security in favor of the Authority, as stipulated in the RfP and Concession Agreement.

15. It is further expressly agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the RfP Document and upon emerging as L1 bidder, the consortium agreement shall remain valid till the execution of the Concession Agreement, unless expressly agreed to the contrary by the CESL.

16. It is hereby agreed that in case of selection of Consortium as the Selected bidder, the members of the Consortium shall form an SPV (Project Implementing Entity) to execute the Concession Agreement and implement the Project.

17. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfP and for the purposes of the Project.

18. It is hereby expressly agreed between the parties to this Consortium Agreement that neither party shall assign or delegate its rights, duties or obligations under this Agreement except with the prior written consent of the CESL.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

THIS CONSORTIUM AGREEMENT:

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

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

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

For and on behalf of Consortium Member 1 (Party 1)

M/s…….

.....

(Signature of authorized signatory)

Name: …….

Designation: .....…….

Place: ……..

Date: ……

For and on behalf of Consortium Member 2 (Party 2)

M/s…….

.....

(Signature of authorized signatory)

Name: ……

Designation: ……

Place: …….

Date: ……...

Attested:

……..

(Signature) (Notary Public)

Place: …….

Date: …….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Attachment - 1 to the Consortium Agreement

Name of the Consortium Member	Responsibilities under the Consortium Agreement
M/s …… (Party 1)	
M/s ……	
M/s …… (Party n)	

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 8 - LETTER OF CONSENT FROM CONSORTIUM MEMBERS

(On the letter head of each Member of the Consortium including Lead Member)

Date: ……

From: ……

Tel. No.: ……

Fax No.: …… E-mail address: ……...

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Dear Sir,

Sub: / Letter of Consent

We, the undersigned Member of …… (Insert name of the Bidding Consortium) have read, examined and understood the document Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)". We hereby confirm our concurrence with the Bid including in particular the Consortium Agreement submitted by (Insert name of the Lead Member) in response to the RfP document.

We hereby confirm our commitment to participate in the said Bidding Consortium and invest……. % of the total equity requirement for the Project as per the terms of the Consortium Agreement dated …… and board resolution for such investment commitment is enclosed herewith.

We hereby confirm that in accordance with Clause xxx of the RfP, we are enclosing a legally binding board resolution from the (Insert name of Parent Company/Associate, as the case may be) that all the equity investment obligations of (Insert name of the Member) shall be deemed to be equity investment obligations of the …… (Insert name of Parent Company/Associate, as the case may be) and in the event of any default by…(Insert name of the Member), the same shall be met by……. (Insert name of Parent company/Associate, as the case may be). [Insert if applicable]

[To be inserted by the Lead Member only] We are also enclosing legally binding board resolution for the total equity requirement of the Project in case of any breach of any of the equity investment commitment by any of the Consortium Members, in line with the provisions of the Consortium Agreement dated [Bidder to insert date of Consortium Agreement].

The details of contact person are furnished as under:

Name: ……

Designation: ……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Name of the Company: …….

Address: …….

Phone Nos.: …….

Fax Nos.: …….

E-mail address: …….

Dated the ……. day of of 20…

Thanking you, Yours faithfully,

……

(Signature)

Name: …….

Designation: …….

(Signature, Name, Designation of Authorized Signatory of Consortium Member and Company's Seal)

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 9 - FORMATS FOR BOARD RESOLUTION

Format 1

Format of the Board resolution for the Bidder / each Member of the Consortium / Associate / Parent Company, where applicable

[Note: The following resolution needs to be passed by the Boards of each of the entity/(ies) making equity investment]

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for investment of…….% (……per cent) of the total investment required for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" (the "**Project**").

[Note: Equity investment obligations by the Bidder/each Member of the Bidding Consortium/investing Associate or Parent or Ultimate Parent should add up to 100%.]

[Note: In the event the Bidder is a Bidding Consortium, the above-board resolution also needs to be passed by all Members of the Bidding Consortium]

[Note: The following resolution is to be provided by the Bidder / Lead Member of the Consortium only]

FURTHER RESOLVED THAT MR/MS ……..be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Bid, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company stamp to be affixed.

[Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole Time Director/ Manager (supported by a specific board resolution) of the Bidder or the Lead Member of Consortium.

2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution, i.e., the Bidder, each Member of the Bidding Consortium.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Format 2

Format for the Board resolution of Parent company/Associate (in case experience of such entity has been utilized by the Bidder or Bidding Consortium for fulfilling the qualification criteria)

The Board, after discussion, at the duly convened Meeting on [Insert date], with

the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 / 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded for issuing an Undertaking to the CESL, in the format specified in the RFP issued by the CESL, draft of which is attached hereto and initialed by the Chairman whereby the company undertakes to invest …….percent (.... %) of the total equity share capital of "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" (the "**Project**") representing the entire amount proposed to be invested by [insert the name of the Bidder or Member] for the said Project, in case of failure of [Insert the name of the Bidder or Member] to make such investment".

FURTHER RESOLVED THAT___,be and is hereby authorized to take all the steps required to be taken by the Company, including in particular, signing the said Undertaking, submitting the same to the CESL through ……[Insert name of Bidder/Lead Member of the Consortium] of all the related documents, certified copy of this Board resolution or letter, undertakings etc, required to be submitted to CESL as part of the Bid or such other documents as may be necessary in this regard.

Certified True Copy

Company stamp to be affixed

Note:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any Whole-time Director/Manager (supported by a specific board resolution) of Bidder or Lead Member of the Consortium.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 10 - FORMAT FOR LETTER OF UNDERTAKING

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

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

Ref.: NIT/Bid Document No.:

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

Bidder's Name and Address:

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

1. We, M/s (Name of the Parent Company/Associate) declare that we are the parent company/associate of M/s (Name of the Bidder) and have controlling interest therein. M/s..... (Name of the Bidder) proposes to submit the bid for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" under RfP reference no..... dated. and have sought strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause 9 of the RfP and its subsequent amendment.

2. We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said Project to M/s …….. (Name of the Bidder), for the execution of the Project, in case they are notified as the Selected Bidder under the provisions of the RfP. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Agreement including the Performance Security as well as other obligations of M/s (Name of the Bidder).

3. This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire Agreement and/or till it is discharged by CESL.

4. We are herewith enclosing a copy of the Board Resolution* in support of this undertaking.

Witness:

Yours faithfully,

(1) .....

(Signature of Authorized Signatory) on behalf of the Parent Company/Associate

Name &Designation .....

(Seal of Holding Company)

***Note:** *Bidder may strike off point no. 4 above, if board meeting could not be scheduled before bid submission date. The undertaking may be signed by either the Chairman of the Board or any other authorized person(s) who is authorized by the Board to act on behalf of the Company for PM-eBus Sewa Tender for the Parent Company/ Associate.*

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 11 – FORMAT FOR AFFIDAVIT

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

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

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

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

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

d. We further undertake to inform the CESL of any such matter as mentioned above on its occurrence after the date of this affidavit till the date of issuance of LoCQ/LoA/Signing of Concession Agreement.

e. We undertake that, in case, any information provided in relation to this affidavit is found incorrect at any time hereafter, our Bid / LoCQ / Concession Agreement (if executed) would stand rejected / recalled / terminated, as the case may be, and we may be liable for penal action (Civil/Criminal) as per extant provisions/guidelines of public procurement.

…….

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

…….. (Signature of Notary Public)

Place: ……

Date: ……

Note: In case any investigation is pending against the Applicant, including any Consortium Member or Associate, or CEO or any of the directors/ manager/key managerial personnel of the Applicant /Consortium /Member or their Associate, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed under this affidavit.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 12A- FINANCIAL QUALIFICATION REQUIREMENT (Clause 9.2 D-2 of the RfP)

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

1. [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of Rs____Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts as provided in Clause 9.2 of the RfP, as on the last day of the preceding Financial year. Also, the Net worth has not eroded by more than 30% (thirty percent) in the last three financial years.

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

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

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

Yours faithfully

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

……

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : …….

Date : …….

Place : …….

……

(Signature and Stamp of statutory Auditors of Bidder)

Name : …….

Date : …….

Place : …….

Notes:

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ee87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (MINIMUM AVERAGE ANNUAL TURNOVER)(Clause 9.2 D-2 of the RfP)

(to be provided cumulatively in case bid is being submitted for more than one lot)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)". [Note: Applicable in case of Bidder]

We certify that the (Name of Bidder/Parent Company/Associate had a Minimum Average Annual Turnover (MAAT) INR____Crore computed as per provisions of the RfP based on unconsolidated audited annual accounts, calculated as an average turnover of the last 3 years, as mentioned in Clause 9.2 of the RfP.

Name of Bidder/Parent company/ Associate/ Consortium Member(s)	**Share-holding % in the consortium**	**Relationship with Bidder***	**Financial Year**	**Total MAAT (Rs. Crore)****	**MAAT contribution utilized for the purpose of this Bid*****	**Cumulative MAAT requirement for the Lots under the Bid^**
Total MAAT (Average of 3 years)						

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

** The MAAT of last three financial years to be provided.

*** The MAAT of the Individual Bidder/ Consortium Members will be evaluated cumulatively in case of multiple Bid being submitted by the Bidder. In case of shortfall in financial capacity of any Member as per the above declaration, the Bids will be evaluated as per provision 9.3 of the RfP.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

^ To be filled by the Bidder by cumulating the MAAT requirement of all the Lots for which the Bid is being submitted by the Bidder.

Yours faithfully

……

(Signature and name of the authorized signatory of the Bidder and Stamp)

Name : …….

Date : …….

Place : …….

……

(Signature and Stamp of statutory Auditors of Bidder)

Name : …….

Date : …….

Place : …….

Notes:

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ee87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 12B- FINANCIAL QUALIFICATION REQUIREMENT (Clause 9.2 E-2 of the RfP)

FORMAT FOR FINANCIAL QUALIFICATION REQUIREMENT (NETWORTH)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

1. [Note: Applicable in case of Bidder/Lead member of consortium duly certified by statutory auditor of Bidder/Lead member]

We certify that the (Name of Bidder/Parent Company/Associate had a Net worth of INR____computed as per provisions of the RfP based on unconsolidated audited annual accounts (refer Note-2 below), as provided in Clause 9.2 of the RfP.

Name of Bidder/Parent company/ Associate/ Consortium Member	**Share-holding % in the consortium**	**Relationship with Bidder***	**Financial Year**	**Total Net worth (Rs. Crore)****	**Net worth contribution utilized for the purpose of this Bid*****	**Cumulative Net worth requirement for the Lots under the Bid^**
Total Net worth						

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

**The net worth of last financial year to be provided.

*** The Net worth of the Individual Bidder/ Consortium Members will be evaluated cumulatively in case of multiple Bid being submitted by the Bidder. In case of shortfall in financial capacity of any

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Member as per the above declaration, the Bids will be evaluated as per provision 9.3 of the RfP.

^ To be filled by the Bidder by cumulating the Net worth requirement of all the Lots for which the Bid is being submitted by the Bidder.

2. [Note: Applicable in case of Consortium duly certified by statutory auditor each Consortium member other than Lead member] We certify that the (Name of consortium members other than Lead Member) had a positive Net worth computed as per instructions in the RfP and based on unconsolidated audited annual accounts (refer Note-2 below) as provided in Clause 9.2 of the RfP.

Name of Consortium Member	**Equity Commitment in the Project (%)**	**Financial Year**	**Net worth of Member (Rs. Crore)***	**Whether the Member meets the Net worth Requirement**
1	2	3	4	5
1. ……				Yes / No
2. ……				Yes / No
Total Net worth for financial requirement				

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

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

Yours faithfully

……

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

Name : …….

Place : …….

……

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

Name : …….

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Date : …….

Place : …….

Notes:

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ee87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 13 - Details of Eligible Projects (for E1,E2 Route)

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

Signature of Authorized Signatory of Bidder/Member of Consortium

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 14A - FORMAT FOR TECHNICAL QUALIFICATION CRITERIA (Clause 9.2 D-1 of RfP)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for proposal "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

We certify that M/s. …….. (Insert name of Bidder) meets the technical qualification criteria stipulated in clause 9 of the RfP, which is as follows:

1. The Bidder should have regularly, starting 01st April of the previous financial year till Bid Due Date, manufactured and supplied Electric Buses

and

2. The Bidder' should have manufactured and supplied at least 25 'Electric Buses' in at least one of the last five financial years' or in the current financial year.

and

3. The Bidder' must have an annual capacity to manufacture and supply at least 500 Electric Buses prior to the Bid Due Date. The manufacturing facility must be located in India.

Notes:

Proof of manufacturing and sale like Work order, supply agreements, contract etc. (clearly mentioning the no. of unit sold, customer name and date of supply), proof of manufacturing capacity available and proof of delivery.

Certificate from a Chartered Engineer confirming the adequate production capacity of E-buses and self-certification by the OEM on its letterhead.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 14B -FORMAT FOR TECHNICAL QUALIFICATION CRITERIA (Clause No 9.2 E-1 of the RfP)

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

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

Name : …….

Date : …….

Place : …….

Note:

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

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 15 - RELATIONSHIP & DETAILS OF EQUITY SHAREHOLDING

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

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

Sub: Bid for Request for Proposal (RfP) for "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)" .

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

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

NOTES:

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

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

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

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

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Yours faithfully

……

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

Name: ……

Date: ……

Place: ……

……

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

Name: ……..

Date: ……..

Place: ……..

Date: ……..

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 16 - FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

(On the letter head)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: Letter of Acceptance of CESL Fraud Policy Ref: NIT/BID Document No.:-

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of CESL and undertake that we along with our associate/ suppliers/sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of CESL as well as the relevant provisions of RfP.

Thanking You,

Yours faithfully,

Signature …… Printed Name ……..
Designation…… Common Seal ……..

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE https://eeslindia.org/en/eesl-policies/

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 17 - NO BLACKLISTING CERTIFICATE

{Notarization is required}

Format of self-certificate stating that Bidder(s) or its Parent/Associate are not blacklisted (To be on non-judicial stamp paper of appropriate value as per Stamp Act)

[All Consortium Members should provide in case Bidder is a Consortium]

M/s ..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or our parent/associate (not barred by Government of India (GoI)/ any state government/ any other entity of Central or State Govts or blacklisted by any State Government or Central Government / Department / Local Government Agency in India from participating in Project/s, either individually or as member of a Consortium.

We further confirm that we are aware that our Bid for the Project would be summarily rejected and appropriate action as per terms and conditions of RfP in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ……. (Year).

Signature of bidder with stamp & Address

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 18 - SELF-DECLARATION FOR TESTING CERTIFICATE

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Sub: For providing testing certificate at the time of delivery

Ref: NIT/BID Document No.:

Dear Sir/Madam,

We hereby confirm and declare that we, M/s <<Name >, <<Address>.> (name of Bidder) will provide the bus type approval certificate (CMVR certificate), homologation certificate for the Electric Bus (100% battery operated) from the designated testing center in India. i.e., ARAI/ICAT/ GARC/ VRDE/CIRT on or before prototype bus inspection.

Thanking You.

Yours faithfully,

Signature Printed Name-

Designation-

Common Seal.....

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 19 - CERTIFICATE REGARDING DECLARATION OF INDIGENIZATION REQUIREMENT

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: DECLARATION OF INDIGENIZATION REQUIREMENT

Ref: NIT/Bid Document No: .....

Dear Sir/Madam,

This is to certify that products offered for the Project (RfP Ref. _____) by M/s. (name of Bidder), are in compliance with the following requirement and the bidder shall strictly abide by all provisions of the subject notifications and details mentioned below.

1. Phased Manufacturing Program (PMP) guidelines issued by Gazette notification of Ministry of Heavy Industries (MHI) notified on 03rd March 2025; S.O. 1078 (E)-PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme and *Operational Guidelines for PM E-DRIVE Scheme*. or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for Electric Vehicle (e-Buses) as applicable.

2. Phased Manufacturing Program (PMP) for EV public charging stations issued by Ministry of Heavy Industries (MHI) as notified on 29th September 2024 S,O.4259(E.)- PM Electric Drive Revolution in innovative vehicle enhancement (PM E-DRIVE) Scheme or as updated/applicable from time to time along with any latest guidelines issued by MHI on PMP for EV Chargers as applicable.

Thanking You,

Yours faithfully,

Signature (Statutory Auditor/ Cost Auditor/ Practicing CA – As applicable)

……

Printed Name……. Seal……

UDIN No …… Date…….

Place……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 20 - CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION

(to be signed and submitted by bidder or a member of consortium)

(To be submitted on Bidder's letter head)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Sub: Compliance of MeitY notification vide File No. 1(10)/2017−CLES dt. 02.07.18

NIT/Bid Document No :

Dear Sir/Madam,

This is to certify that the products/items being offered/ under the Project (RfP Ref. _____) by M/s (Name of the Bidder) meet the definition of domestically manufactured/produced Cyber Security Products as per Para 4 of MeitY notification vide File no. 1(10)/2017−CLES dt. 02.07.18 or latest and the _____ (name of bidder) shall strictly abide by all provisions of the subject notification.

Thanking You,

Yours faithfully,

Date: ……. Place: ……

Signature (Chartered Accountant)

…….....

Printed Name…….

Seal…… UDIN No: ……..

P.S. In case any complaint is received at CESL end against the bidder regarding supply of domestically manufactured/produced Cyber Security Products, the same shall be refereed to STQC, an attached office of MeitY

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 21 – CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT

[On the Letter Head of Bidder]

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg
New Delhi – 110001

Sub: Compliance of Minimum Local Content Requirement as mentioned in Ministry of Commerce and Industry Trade and order – reg.

Ref: NIT/Bid Document No: ……

Dear Sir/Madam,

This is to certify that following is the local content percentage ……. being offered under the Project (RfP No. _____) by M/s (Name of Bidder) are in compliance with Government of India Guidelines for Make in India, domestically manufactured products, Atmanirbhar Bharat and circulars. DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II)-Part(4) (Vol.II) date: 19th July. 2024, or any latest revision issued from time to time.

Sr. No	Item/s	Percentage of Local Content
1	_____	

Thanking You,

Yours faithfully,

Signature (Chartered Accountant/ Certified Cost Auditor – As applicable)

……

Printed Name……. Seal……

UDIN No …… Date…….

Place……

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 22 - COMPLIANCE FOR LAND BORDER RESTRICTIONS

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

(To be submitted on Bidder's Letter Head)

To,
CGM/Head (Contracts)
Convergence Energy Services Limited
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir/Madam,

I have read and understood the provisions of order no. F.7/10/2021-PPD (1) Dated 23.02.2023 or latest regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "DoE Order'']].

AND

I have read and understood the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

AND

I certify that this bidder is not from such a country or, if from such a country, has been registered as per provisions of the requisite Order/Circular/Document with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such contractor is registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

AND

I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder does not have any ToT arrangement registration with competent authority OR " I have read the clause regarding restriction on procurement from a Bidder having transfer of Technology (ToT) arrangement. I certify that this Bidder has valid registration to participate in this procurement."

AND

"I certify that the …..(product/service)" for supplied, installed, commissioned under this procurement would not be from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that the……(product/services)" for ----------supplied under this procurement fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

AND

I further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or CESL's policy and procedures.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

Date: Seal of Organization & Signature

Place: of Authorized Applicant

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 23 - REAL TIME GROSS SETTLcertficate

EMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From: M/s

Subject: RTGS/NEFT Payments

We are agreeing to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GST No. of the supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker
with Seal

Signature of supplier
with Stamp & Address

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 24 - DECLARATION FOR QUOTED LOTS BY THE BIDDER

(to be submitted on the letterhead of the Bidder)

RfP Ref : ……

Description: "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Subject: Declaration for the Quoted Lots by bidder in the Tender

With reference to RfP Ref:_____, I/we hereby declare that I/we, have quoted for the following Lots for the above-referred Tender.

The Lot-wise details are as follows:

Sr. No.	**Lot No.**	**State**	**No. of buses**	**Participated (Yes or NO)**	**Techno-Financial qualification criteria met (D-1 and D-2) or (E-1 and E-2)** ***Bidder to mention the qualification criteria met i.e. either (D-1 and D-2) or (E-1 and E-2) as per Clause 9.1 of RfP***
1	Lot-1	Rajasthan	307		
2	Lot-2	Telangana	151		
3	Lot-3	Gujarat	220		
4	Lot-4	Madhya Pradesh	390		
5	Lot-5	Andhra Pradesh	300		
6	Lot-6	Chandigarh	328		
7	Lot-7	Karnataka	750		
8	Lot-8	Punjab	447		
9	Lot-9	Goa	50		
10	Lot-10	Arunachal Pradesh	30		
11	Lot-11	Dadar Nagar Haveli	50		
12	Lot-12	Andaman &	45		

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d0757334133d7cdcc1b5181cf4f81a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003, OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec391ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

		Nicobar			
13	Lot-13	Himachal Pradesh	50		
14	Lot-14	Manipur	20		
15	Lot-15	Kerala	293		
16	Lot-16	Jammu & Kashmir (7m)	75		
17	Lot-17	Ladakh (7m)	48		
18	Lot-18	Arunachal Pradesh (7m)	20		
19	Lot-19	Manipur (7m)	30		

Signature of Bidder with stamp & Address

Note:

1. The bidder must mandatorily submit the declaration as above.
2. The bid shall be evaluated based on this declaration only. The Lot wise details of the above table vary from the format in the e-price bid appearing in the portal. It is the responsibility of the bidder to check the correctness of the declaration form vis-à-vis submitted price bid.

3. Your declared lot(s) in the declaration format should match your response in the e-price bid. In case of any contradiction between the two, the declaration in the above table will prevail.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5

ANNEXURE 25 –NIL DEVIATION STATEMENT

(Please note that this is NIL deviation bid. Any deviation in the bid (Commercial/Technical) is not acceptable and may lead to rejection of the bid submitted by the bidder. Bidder to fill NIL in this form).

Name of Work: "Selection of Bus Operator for Procurement, Supply, Operation and Maintenance of 3,604 Electric Buses and Development of Allied Electric and Civil Infrastructure on Gross Cost Contracting (GCC) under PM-eBus Sewa (Tender 3)"

Name and Address:

To,
CGM/Head (Contracts)
Convergence Energy Services Limited.
9th Floor, Jeevan Prakash Building,
25, KG Marg,
New Delhi – 110001

Dear Sir,

Please find below details:

A	COMMERCIAL DEVIATIONS	NIL
B	TECHNICAL DEVIATIONS	NIL

Date:
Place:

(Signature)…….
(Printed Name)……..
(Designation).....
(Common Seal) .....

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

Signature :-
Subject : CN="DEEPAK MITTAL", SERIALNUMBER=8d875733413307cdcc1b5181cf4f0
1a5e4168f1b8018b35d861c5f6105ae87, ST=Delhi, OID.2.5.4.17=110003,
OID.2.5.4.20=7eeebf5638e51e783c366f2195d258477ba122d8a7d0285ec39
1ba479d332663, OU=DEPUTY MANAGER CONTRACTS, O=CONVERGENCE ENERGY
SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : 42B5AC49A8F409F7A17642029CA001A5