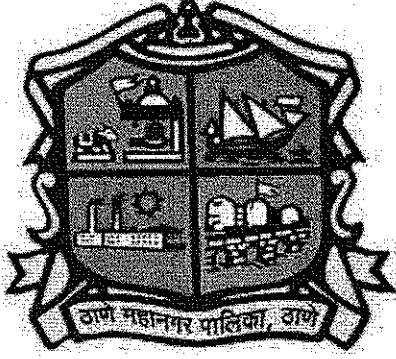


Thane Municipal Transport Undertaking

(Transport Wing of Thane Municipal Corporation)



Request for Proposal

for

Request for Proposal (RFP) for Operation of Stage Carriage Services for public transport of

1. 17 SD AC Electric Buses with Driver & Maintenance
2. 25 Midi AC Electric Buses with Driver & Maintenance

in the city of Thane & its neighbouring Suburban cities and Mumbai on **GROSS COST CONTRACT (GCC)** model

RFP Number & date: TMTU/TM/WS/ 647 /2023-24

Date 07 / 03 / 2024

Cost of RFP document: Rs. 29,500 (incl. of GST @ 18%)

RFP floated by : Thane Municipal Corporation for Thane Municipal Transport Undertaking

Thane Municipal Transport Office, Rd Number 27/34, Wagle Estate, Hanuman Nagar, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604

Website: www.thanecity.gov.in

E-mail -thanetmt@gmail.com/thanetmtworkshop@gmail.com

Due date: 01.04.2024



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Contents of RFP Document

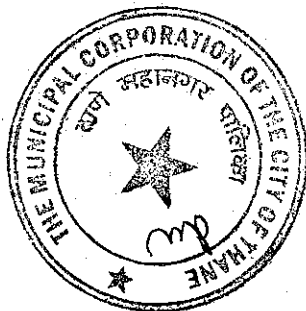
The RFP document comprises of the following Parts, and would additionally include any Addenda/Corrigendum issued before due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

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PART I : DISCLAIMER

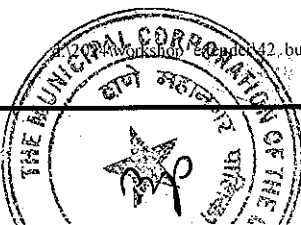
It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

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

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

The Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified Bidders would be selected based on the criteria herein mentioned. The Bidders are required to submit the qualification documents and other information as specified in relevant sections of this RFP. Only the Price Bids of Qualified Bidders would be opened. The date of opening of Price Bids will be communicated to qualified Bidders at a later date.



Transport Manager

PART II : NOTICE INVITING RFP

THANE MUNICIPAL TRANSPORT UNDERTAKING

Thane Municipal Transport Office, Rd Number 27/34, Wagle Estate, Hanuman Nagar, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604

RE E-TENDER NOTICE

Tender No.TMTU/TM/WS/ 647 /2023-24

Date 07/03/2024

Thane Municipal Transport Undertaking invites On-line tender through E-tendering system from eligible bidders for "REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT, OPERATION AND MAINTENANCE OF 25 (Nos) 9 MTR and 17 (Nos) 12MTR AC FULLY BUILT PURE ELECTRIC BUSES ON GROSS COST CONTRACT BASIS." These buses are being funded by NCAP Scheme.

| Description | Tender Form Cost (Inclusive of all Taxes with GST) | EMD |
|--|---|--------------|
| REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT, OPERATION AND MAINTENANCE OF 25 (Nos) 9 MTR and 17 (Nos) 12MTR AC FULLY BUILT PURE ELECTRIC BUSES ON GROSS COST CONTRACT BASIS | ₹29,500/- | ₹15,52,000/- |

The Request for Proposal (RFP) tender document & other detail information will be available E-tendering website <https://www.mahatender.gov.in/nicgep/app>. The Pre-bid conference will be held on 19/03/2024 at 12:00 Hrs. at Thane Municipal Transport Office, Rd Number 27/34, Wagle Estate, Hanuman Nagar, Wagle Industrial Estate, Thane West, Thane, Maharashtra 400604.

Schedule of online bidding activities:

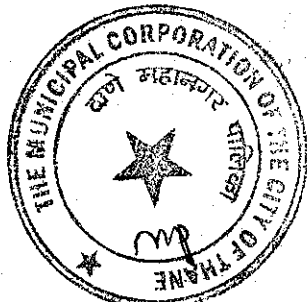
| | |
|-----------------------------|---|
| Tender download & Uploading | From 11/03/2024 to 01/04/2024 upto 15.00hrs |
| Opening of technical bids | 03/04/2024 at 16:00 Hrs. (If possible) |
| Opening of Financial Bid | To be intimated later |

Tender form Cost & Earnest money should be paid by way of online payment through e-tender portal <https://www.mahatender.gov.in/nicgep/app> in payment gateway by the way of Debit/Credit Cards, Netbanking, NEFT/RTGS.

All rights to accept or reject any or all bids are reserved with Authority.

Please note that for execution of contract agreement applicable stamp duty as per government rules should be paid by successful bidder.

Transport Manager
Thane Municipal Transport Undertaking



PART III : DEFINITIONS & ABBREVIATIONS

In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them here in below:

"Authority" means the [Name of the Implementing Agency] or its authorized representatives who has invited Bids from competent and interested parties for Operation and Maintenance of Buses on Gross Cost Contract Basis.

"Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.

"Authorized Signatory" shall have a meaning specified in clause 4.3 (d) of this RFP.

"Associates" shall have a meaning specified in clause 5.2 (C) of this RFP.

"Assured Fleet Availability" shall have a meaning specified in clause 1.2 (k) of this RFP.

"Bid Validity Period" shall have a meaning specified in clause 2.1 (a) of this RFP.

"Bus" means a Passenger Bus unit or units handed over to the Operator as part of the Contract for the purposes of operation and maintenance as per the terms of Contract. In relation to this, "Contracted Buses" shall mean all the Buses for the operation and maintenance of which the Operator has been contracted through this Contract. Technical Specification of Bus is specified in Bus Operator Agreement.

"Bus Kilometer" means a Kilometer travelled by a Contracted Bus of the Fleet as part of its operations as per Bus Operator Agreement or as directed by the Authority.

"Bus Service" means the service of operating and maintaining the Buses as part of the City Bus Services on gross cost contract basis, in accordance with this Contract/Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.

"Bus Depot" The developed space/area equipped with facilities, equipment's, gadget set for general management, repair and maintenance, fuelling, washing and cleaning, besides parking etc of buses and for preparing them for operations as per schedules, routes, trips etc. in mass public transport services in addition to other activities related there to.

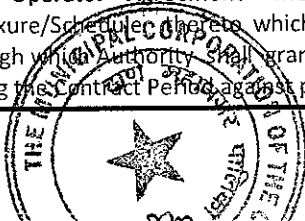
"Bid" means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions here of including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.

"Bidder" means any firm, including a sole proprietor or a partnership firm or a company, who submits a Bid along with Bid Security and RFP Fees under this RFP within the stipulated time for submission of Bids.

"Selection Process/ Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

"Bid Security" or "Earnest Money Deposit (EMD)" means Security furnished by the Bidder as part of detailed Bid in accordance to clause 2.5 of RFP.

"Bus Operator Agreement" means the Agreement including, without limitation, any and all Annexure/Schedule hereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder to operate and maintain the buses during the Contract Period against payment of consideration. The Detailed meaning of Bus Operator



BBM
Transport Manager

"Project" shall have a meaning specified in clause 1.1 (C) of this RFP.

"Routes" means the routes within the Bus Service Area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.

"RFP" and / or "RFP Document" means this RFP document along with Annexure attached issued for the purpose of selecting an Operator for the Project.

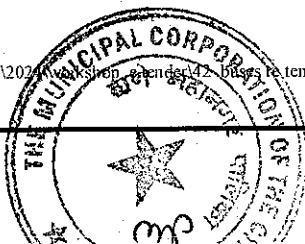
"RTA" or "RTO" means the Regional Transport Authority/ Regional Transport Office of [the respective Urban Area].

The terms **"Successful Bidder"**, **"L1 Bidder"**, shall mean the Bidder who qualifies the technical bid stage (meeting Eligibility and Qualification Criteria whose Bid is responsive as per clause 6.2 of RFP) and price bid turned out to be Lowest and Responsive as per clause 5.3 of RFP and to whom a Letter of Acceptance is consequently issued by Authority.

"Scope of Project/Work" shall have a meaning specified in clause 1.2 of this RFP.

"Total Contract Period" shall have a meaning specified in clause 1.2(a) of this RFP

Other Definitions are specified in Bus Operator Agreement attached as Annexure-14 of this RFP. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



[Signature]
Transport Manager

PART IV : INSTRUCTIONS TO BIDDERS

1. Introduction

1.1. Background

- a) TMTU is a Public Transport Undertaking of Thane Municipal Corporation & formed as per BPMC (Now MPMC) Act, here onwards referred as the "**Authority**" which has been duly authorised by the State Government of Maharashtra under MPMC act to provide City Bus Services in Thane and its neighbouring suburban cities and Mumbai.

b) Reference Information -

- (i) The Thane Municipal Transport Undertaking (TMTU) is a local authority, engaged in the service activity of Public Passenger Transport (covering the areas in the city of Thane and its neighbouring suburban cities and Mumbai).
- (ii) The Authority is planning to deploy 25 (nos.) 9 mtr length and 17 (nos.) 12 mtr length AC Electric Buses on Gross Cost Contract basis.

- (iii) In light of above, Authority invites bids from qualified bus manufacturer/OEM and Bus Operators for procurement/supply, operation and maintenance of 42 electric AC buses for Thane Urban Bus Services vide this RFP.

The Authority shall deploy the buses as part of City Bus Service as per the requirement from time to time.

- (iv) The main modes of public transport facilities in Thane are local train and city buses. These two modes cover almost each and every major corridor in the city connecting important areas. Local trains have very good image in users as they are very reliable in service. City buses also provide short and long distances services. Intermediate Public Transport system is also present there in forms of auto, tempo, taxi, mini buses and cabs. They provide services within city, outside the city and also act as feeder to local trains and city bus services.

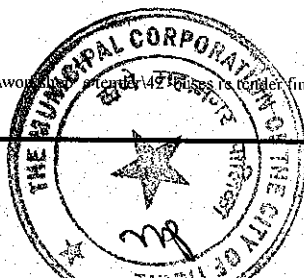
TMC area is served by four bus transport agencies which operate services between Mumbai – TMC area, within TMC area, Thane – TMC area and surrounding area. These services are

- Thane Municipal Transport (TMTU),
- Brihan Mumbai Electric Supply and Transport (BEST),
- Maharashtra State Road Transport Corporation (MSRTC) and
- Kalyan- Dombiwali Municipal Transport (KDMT)
- Mira Bhainder Municipal Transport (MBMT)
- Vasai Virar Municipal Transport

TMTU operate the city buses within the Thane Municipal Corporation area as well as outside the corporation area including Borivali , Mira road, Vashi, Mumbai, Thane, and Mulund.

TMTU have ITMS system which comprises Passenger Information Systems (PIS), Global Positioning System (GPS), Central Control Facility, Automatic Fare Collection System (ETVMs etc). The control center developed at Wagle Depot Thane and Command Control Center of TMC Smart City developed at Hajuri, Thane.

- c) The Authority has now decided to undertake a competitive bidding process for selection of a competent Bus Operator (the "**Operator**") for operation and maintenance of Bus Services on terms and conditions specified in this RFP Document ("**Project/Work**").



[Signature]

Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604

1.2. Scope of Work for O&M of Bus Services

Part A) The following are some of the key terms:

a) The Authority shall procure the buses under the Gross Cost Contract basis (Opex Model) on Own and Operate basis. The Successful/Preferred Bidder shall be considered as per 5 of evaluation Criteria pursuant to the provision of the RFP.

b) A qualified Original Equipment Manufacturer (OEM) can bid as Single Bidder or Aggregator can form a Consortium with a qualified Bus Operator. The Consortium can have maximum 3(Three) members. Either of the Consortium members i.e. OEM/ Bus Operator can act as the Lead Member of the Consortium.

c) In case of the Bidder being a Consortium, pursuant to the provision of the RFP, it shall form a Special Purpose Vehicle (SPV) in order to execute the Project. The SPV shall be in form of a Private Ltd Company under Indian Companies Act 2013. The Lead Member shall be required to hold minimum 51% of the paid equity of the SPV throughout the Contract Period while non lead member shall maintain at least 10% stake in the SPV during the Contract Period.

d) Authority shall make payment to the SPV for services rendered as per the terms of the Agreement on per km rate at which the bid is awarded following this competitive price discovery process in accordance with the provisions of the RFP.

e) Power distribution company or authority shall at it's own cost and expenses make available bulk power access of required load / capacity at transformer near main gate of Kalwa depot, opposite of Chhatrapati Shivaji Maharaj Hospital & adjacent to Hanuman Mandir inside compound wall of Kalwa depot, as per required load in consultation with the operator.

The Operator shall be responsible to bring other electrical infrastructure like

1) HT RMU, Meter cubical, cabling, Step-down transformer, ACB HT breaker, sub station, AC/DC chargers, of adequate capacity etc. 2) All equipment and allied infrastructure such as LT and HT switch gears etc.

3) Depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc. to install, maintain, operate and manage the chargers along with the Bus at operators own cost.

Also, as per requirement of bus operations, operator has to develop charging infrastructures at various bus terminus sites as per directions of authority. The operator will be responsible to avail load and connections of required power supply at Operator's own cost at Terminals.

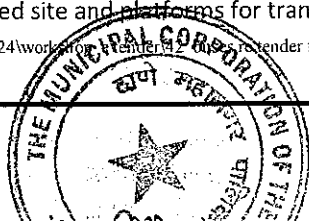
f) The successful bidder will have to bring in and use the E Bus Technology as acceptable under the FAME II regulations.

g) Authority will provide open space for Charging, parking and Bus Maintenance Spaces/ Depot for the Buses will be provided at designated locations .

h) The Operator shall, at its own cost and expense, provide and make arrangement for following:

i. Provide all downstream Electric Infrastructure from the HT connection, such as, 1) Step-down transformer, breaker, sub station, AC/DC chargers, of adequate capacity 2) all equipment and allied infrastructure such as LT and HT switch gears 3) depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc.

ii. Provide civil such as offices, rest rooms, toilet facilities, bus washing pads, pits etc. shall have to be arranged by the Successful Bidder themselves in the allocated plot by using the porta cabins, portable toilets, column lifts etc. and ancillary infrastructure such as 1) covered cable tranches, 2) paved site and platforms for transformers and charging equipment's, 3) Sheds to cover chargers.



Signature

Transport Manager

j) The Operator will have to pay for cost of electricity consumed in charging of Electricity Buses.

k) Authority would consult the Operator on the routes and schedules but the decision of the Authority in this regard would be final. Typical Bus operation hours at the moment are 5:00 AM to 12:00 PM but could change if required.

l) Authority plans to operate around 220 to 250 km per day for 9 Mtr. Buses and 260 to 300km per day for 12 Mtr Buses. However buses should be capable of running up to said km per day in terms of range. Operators may offer technology solutions to meet this output requirement taking into account battery capacity and range, electricity economy, battery deterioration and replacement requirements, bus life and any other contingency. Opportunities for charging would be available primarily during the night at the depots provided between the operation hours mentioned above. This time will have to be used for charging, routine maintenance, and cleaning also. Further, limited time charging opportunities could be available between the shifts, or between round trips subject to configuration of routes, schedules and depots.

m) Operator /Service Provider will present the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. The cost of dead km for any charging purpose between-the-shifts or between-the-round trips shall be borne by the Operator.

Also, as per requirement of bus operations operator has to develop charging infrastructures at bus terminus sites as per directions of authority. The operator will be responsible to avail load and connections of required power supply.

n) The Operator shall be liable to pay transportation including transit insurance, RTO registration charges and insurance charges at the time of Bus registration and thereafter bear all RTO and insurance charges for remaining years of Agreement.

o) The Operator Agreement shall remain in force for a period of Twelve years (12 years), subjected to condition assessment of buses after Eight years (8 years) from Commercial Operations Date (COD), the inspection may be required to be carried out by a Third Party Inspection Agency appointed by the Operator acceptance to the Authority and appointed in consultation with the Authority. The cost of such inspection shall be payable to the Third Party by the Operator. The Third Party Inspection Agency shall be an agency with necessary skills, qualifications and experience for carrying out such as task. The inspection shall comprise Roadworthiness of the buses, overall quality of built, structure and chassis assembly, battery quality and life, functioning of fire safety features etc. The Operator shall be required to incorporate the inspection observations made by TPI. The contract shall be sustained at the agreed rates after rectification of any deficiencies, found if any. Authority can ask for replacement of any bus not found to be roadworthy even after this rectification and the Operator would need to comply.

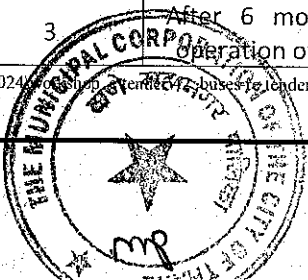
p) NCAP Subsidy:

The amount of Demand Incentive/ Subsidy available under NCAP Scheme (15th pay commission fund) shall be calculated as per FAME II regulations published by DHI and as may be amended by DHI. The Demand Incentive/Subsidy calculated based on the above formula shall be disbursed by Authority to the Operator in following manner subject to and only upon receipt of such Demand Incentive/Subsidy from DHI by the Authority.

| Installment No | The activity being completed after proto inspection | Percentage of demand subsidy to be released |
|----------------|---|---|
| 1 | After the issue of supply order and signing of the agreement by TMT with selected bidders; after inspection | 20% |
| 2 | Delivery of Buses with registration and driver | 40% |
| 3 | After 6 months of the successful commercial operation of Buses. | 40% |

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B. B. B.
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

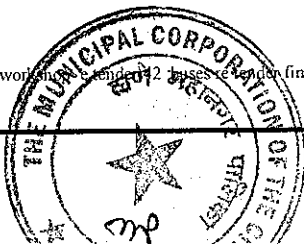
q) Schedule-A of the Bus Operator Agreement comprises technical specifications of the Bus. The Bidder shall submit, along with the bid, Bus Specifications as per format asked demonstrating that it is meeting the specifications provided. It shall also provide Bus Type Approval certificate including Homologation Certificate by approved such Institutions such as CIRT/ARAI/ICAT. Additionally it shall also provide any certification that it has obtained from its vehicles or parts tested at reputed institutes like Central Institute of Road Transport, Pune/Central Power Research Institute, Bangalore/ ARAI or at any other Govt. recognized/reputed Institute/Laboratory.

r) The steps involved in the evaluation are hierarchically described below:

- I. The technical bid submitted by the bidders shall be evaluated based on the terms and conditions of the RFP.
- II. The bidders, whose technical bid or documents are found to be in order as per the requirements of the RFP shall be considered for opening of price bid.
- III. The bidder who offered aggregated lowest rates for both models. will be declared L1. and shall proceed to the next step i.e. Trial run.

The conditions for the trial run of the Electric bus shall be as given below:

1. The Trial run shall be carried out at Thane on routes decided by TMTU. The Trial shall be performed in the presence of TMTU's representative and CIRT third-party agency as designated by TMTU along with representative of bidder / OEM.
2. The 12m SD should be capable of running min of 140 kms (with 80 % SOC) in a day in single charge with AC on condition, 70 Passengers/ sandbags (each passenger weighing 68 Kgs on an average and carrying a load of 7kgs each), with frequent starts/stops, say after every 400 to 600 mtrs, traffic conditions for 16 hrs within 2 shifts.
3. The 9m Midi Electric Bus should be capable of running min of 120 kms (with 80 % SOC) in a day in single charge with AC on condition, 50 Passengers/ sandbags (each passenger weighing 68Kgs on an average and carrying a load of 7kgs. Each), with frequent starts /stops, say, after every 400 to 600 mtrs traffic conditions for 16 hrs within 2 shifts.
4. The Trial shall be completed by the L1 bidder on or before the trial due date given by the TMTU, which will be intimated to the L1 bidder.
5. After completion of successful trial run LOA will be given to L1 bidder.
6. Thane Municipal Transport (U) shall appoint CIRT as third party agency for carrying out technical inspections and trial run of the buses provided by the L1 bidder. All expenses incurred during the trials for CIRT and TMTU officials shall be borne by the L1 bidder including cost of travelling, lodging and boarding for CIRT and TMTU officials .
7. The procurement of buses further after the Letter of Acceptance, Authority will visit operators plants for stage wise inspection of bus manufacturing along with CIRT Team at the cost of Operator to check compliance as per RFP bus specification. for prototype. After completion of prototype Buses TMTU along with CIRT officials will visit at manufacturing facility for final inspection of each lot of other remaining buses.



B. Balu
Transport Manager

8. All applicable fees of CIRT for all Inspection activities and for trial run of buses shall be borne by L1 bidder. All expenses occurred for all inspection activities and trial run activities, travelling, lodging and boarding etc. for CIRT and TMTU Team shall be borne by L1 bidder.
9. As TMTU have existing ITMS successful bidder will be responsible for integration with the Existing system.

PART B) The scope of the Project will broadly include the followings:

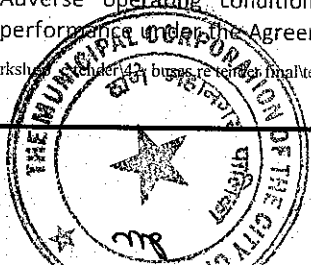
- a) The Operator to provide sufficient number of trained and duly licensed drivers to achieve Commercial Operation Date (COD) for Bus Lot in time as per Agreement and to ensure continued and due operation of the Fleet and each of the Buses as per the service quality levels specified in Agreement. The Operator shall ensure that each driver is provided the required training as per Good Industry Practice on driving, safety, behaviour and hygiene aspects as well as other aspects if any specified in Agreement. Additionally, the Operator shall provide specific training for any other aspects indicated by the Authority.
- b) The Operator to ensure the Bus Service complies with and meets the service quality levels specified in Bus Operator Agreement.
- c) The operator to maintain the Contracted Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- d) The Operator to ensure that safety and security of passengers and any third person on the Contracted Buses are maintained at all times.
- e) subject to prior written approval of the Authority, Operator to develop and establish a facility for the purposes of maintenance of the Contracted Buses at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses;
- f) Operator to ensure that ensure any equipment installed on the Contracted Buses or within the Bus Depot including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorised personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Bus Depots at any time without any notice in this regard;
- g) Operator to make available to the Authority a fixed proportion of the Contracted Buses upon the COD of any Lot of the Contracted Buses, for maintaining continued and uninterrupted operations of Bus Services as per the terms of this Agreement. This proportion shall be 93%, 92%, 91% of each Lot of Contracted Buses on a shift basis in the 1st, 2nd and 3rd year of the Contract Period for each Lot of Contracted Buses respectively, and 90% thereafter up-to the end of the Contract Period for each Lot of Contracted Buses. ("**Assured Fleet Availability**") provided that the Authority in its sole discretion may allow the Operator to change the requirement of the Assured Fleet Availability for a particular Lot of Contracted Buses required for the first three months following COD for that Lot of Contracted Buses in writing;

Provided however, in determining compliance with the Assured Fleet Availability:

- (i) services during Sundays shall not be considered;
- (ii) seizure of the Contracted Buses by police authorities shall not be considered; and
- (iii) unavailability of Contracted Buses due to repair or servicing under the warranty terms shall not be considered

- h) The Operator shall have to adhere to the Fleet Deployment Plan prepared by the Authority. Such Fleet Deployment shall contain details including but not limited to number and type of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off peak hour and other requirements (the "**Fleet Deployment Plan**"). Indicative route plan and Fleet Deployment Plan at this stage are not specified in this RFP. Authority may consult the Operator for finalisation of Fleet Deployment Plan.

- i) Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement specified in this RFP. Wear and tear of the bus due to bad road



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conditions, rains, flooding of roads, heavy traffic etc. shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.

- j) Operator to ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis) required in relation to the operation and maintenance of Bus Service;
- k) The Operator to establish a maintenance facility at the Depot provided by the Authority as per terms specified in Agreement and also staffs it with trained professionals to maintain the Bus Fleet.
- l) The Operator to ensure due maintenance of the Buses and bear all expenses towards maintenance of the Fleet and Depot throughout the Total Contract Period and not claim any additional expenses. Detailed scope, rights, obligations and all other terms and conditions are specified in Bus Operator Agreement attached in 'Schedule-A' of this RFP:

1.3. Brief Description of the Bidding Process

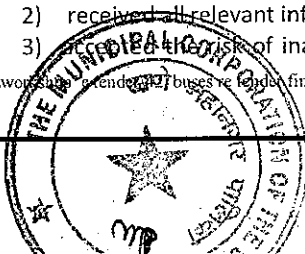
- (a) The Authority invites proposal through online tendering system in a Single Stage and Two part bid System, each for Technical Bid and Price Bid with evaluation as per the RFP (the "Operator Selection Process/ Bidding Process") for selection of competent and interested Bidder for Operation and Maintenance of Buses through transparent and competitive bidding process.
- (b) Complete bid (separately for Technical bid & for Price bid strictly) in the prescribed forms should be submitted on or before the time and date fixed for submission of bid ("Bid Due Date"). Bid delivered after Bid Due Date will be rejected.
- (c) The Bidders need to offer its bid which conforms to the draft Bus Operator Agreement provided as part of this RFP Document.
- (d) In a first step, evaluation of technical bids will be carried out as specified in Clause 6.2. Based on technical evaluation, the Price Bids of only Bidders meeting Responsiveness Criteria, Eligibility and Qualification criteria as specified in clause 5 and 6.2 shall be opened.
- (e) The bidders are required to quote Base Kilometer Charge for each type of Buses separately as per Price Bid format provided in Annexure. **Bids of those bidders who quote more than one rate for same type of bus, conditional offers/rates for same type of bus, on any account will not be accepted and such bids shall be rejected as non-responsive.** Evaluation of Price Bid shall be carried out as per clause 5.3. The Bidder whose Price Bid determined to be lowest for particular and responsive as per clause 5.3 shall be considered as Preferred Bidder.

1.4. Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, all instructions, forms, terms and conditions of RFP, local condition and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written queries to the Authority, and attending a Pre Bid meeting.

1.5. Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
 - 1) made a complete and careful examination of the RFP
 - 2) received all relevant information requested from the Authority;
 - 3) acknowledged the absence of inadequacy, error or mistake in the information provided in the RFP or



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furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.4 above; and

- 4) acknowledged that it does not have a Conflict of Interest
- 5) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

1.6. Cost of Bid

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

1.7. RFP fee

RFP document can be obtained & payment of a fee of Rs. 29,500/- which is payable (through Net Banking/NEFT/Credit or Debit Card).

Bids that are not accompanied by the RFP fees in acceptable amount and form shall be considered non-responsive and shall be summarily rejected.

1.8. Schedule of Selection/Bidding Process

The Authority shall endeavor to adhere to the following schedule:

| Sr. No | Event Description | Dates |
|--------|---|------------------------------|
| 1 | Date of Issue of RFP | 11/03/2024 |
| 2 | Last date and time for receiving pre-bid queries on email /postal address | 18/ 03/2024 before 12.00Hrs. |
| 3 | Date of Pre-bid Meeting | 19/03/2024 at 12.00Hrs. |
| 4 | RFP download and upload (Bid submission) | 11/03/2024 to 01/04/2024 |
| 5 | Date and time of Opening of Technical Bids | 03/04/2024 |

1.9. Communication

All communications including the submission of Proposal should be addressed to:

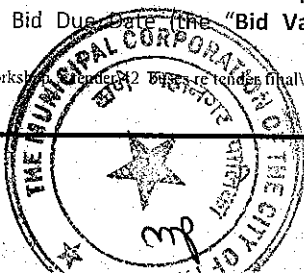
Address:

Transport Manager,
Thane Municipal Transport Office,
Rd Number 27/34, Wagle Estate,
Hanuman Nagar, Wagle Industrial Estate, Thane West,
Maharashtra 400604
Email: thane tmt@gmail.com

2. General

2.1. Bid validity

- a) Bids shall remain valid for a period of not less than 120 days (one hundred and twenty) from the Bid Due Date (the "Bid Validity Period"). The Bid of the Bidder shall be considered non



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responsive if such Bid is valid for a period less the Bid Validity Period.

- b) In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Clause 2.5 in all respects.

2.2. Number of Bids By Bidder

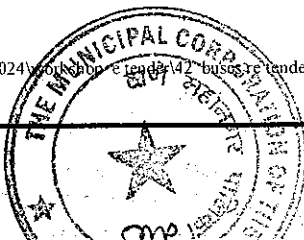
No Bidder or its Associate [or Consortium member] shall submit more than one Bid pursuant to this RFP. A Bidder applying individually or as an Associate or Consortium member shall not be entitled to submit another Bid [either individually or as a member of any consortium, as the case may be]. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

2.3. Governing Law and Jurisdiction

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

2.4. Authority's Right to Accept and Reject Any Bids or All Bids

- (a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bid Process / Bid Evaluation Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (b) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process 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.
- (c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Bid if:
- 1) at any time, a material misrepresentation is made or discovered, or
 - 2) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 3) Bidder submitted conditional Bid
- (d) [If Applicant is a member of Consortium then the entire consortium may be disqualified / rejected if Bidder does not comply with conditions specified in sub clause (b) above]. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then the Authority reserves the right to consider

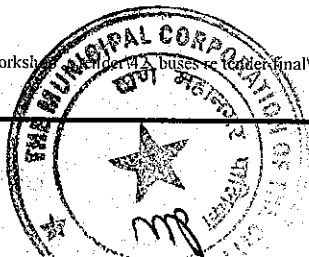


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the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.5. Earnest Money Deposit (EMD)/ Bid Security

- (a) The bidder shall furnish as part of its Bid, a separate Bid Security (also referred to as "Earnest Money Deposit" (EMD)/ Bid Security") for Captioned work as part of his bid as per the given format. An Earnest Money Deposit of **Rs15,52,000/-** (Rupees Fifteen Lakhs Fifty-two thousand only) shall be paid through e-tendering portal payment gateway (Net banking/NEFT/RTGS).
- (b) Bank Guarantee/ Demand Draft will not be accepted for bid submission process. The bidder should submit EMD as per said above.
- (c) Any bid not accompanied with valid Earnest Money Deposit in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.
- (d) The Authority shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free. The EMD shall be finished in Indian Rupees only.
- (e) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, a promptly as possible on acceptance of the Bid of the Preferred Bidder or when the Authority cancels the Bidding Process.
- (f) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.
- (g) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.5 (h) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- (h) The EMD/Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP;
 - ii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - iii. In the case of Successful Bidder, if it fails within the specified time limit –
 - 1) to sign and return the duplicate copy of LOA
 - 2) to sign the Agreement within the time period specified by the Authority
 - 3) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
 - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.
 - 5)



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3. Documents and Pre Bid Conference

3.1. Content of RFP

This RFP comprises the Disclaimer set forth hereinabove and the contents as listed below, and will additionally include any Addendum / Amendment issued in accordance with Clause 3.9.

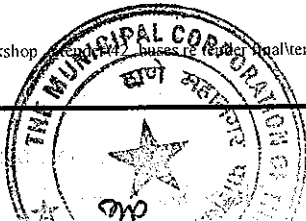
1. Disclaimer
2. Notice Inviting Tenders
3. Definition and Abbreviation
4. Instructions to Bidders
5. Annexure specifying Bid Form / Price Bid / other Formats
6. The Bus Operator Agreement attached as Annexure 14 and its Schedules
7. Any Modifications/ Amendments made by Authority in any RFP and Agreement Conditions.

3.2. Clarification to RFP Documents

- a) Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax or email at the address provided in clause 1.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8 in order to enable Authority to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting. The Authority shall Endeavour to respond to the queries at short span of time prior to Bid Due Date. The responses will be uploaded as e-tendering norms on the website <https://www.mahatender.gov.in/nicgep/app>.
- b) The Authority shall Endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.3. Pre Bid Meeting

- a) A pre-bid meeting would be held at time and an address specifies in clause 1.8 and Clause 1.9 respectively. Bidders shall bear their own cost of attending any pre-bid conference.
- b) During the course of pre-bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) Clarifications/responses would be shared by uploading the responses on Authority website as per clause 3.4.
- d) Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.



Signature
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3.4. Amendment of Bidding Documents

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- b) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website which is used for e-tendering process.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

4. Preparation and Submission of Bid

4.1. Language of Bid

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- b) The Bidders shall ensure that any number mentioned in the 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 the word format of the number, the number provided in words shall prevail.

4.2. Bid Currency

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

4.3. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bidder shall submit one Technical Bid.
- c) The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:
 - (1) by the proprietor, in case Bidder is a proprietary firm; or
 - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm
 - (3) by a duly authorized signatory of Lead Member holding the power of Attorney, in case of consortium.
- d) In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The same should be uploaded as part of Technical Bid for online tendering.

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process.

- e) All prices and other information having a bearing on Price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

4.4. Sealing and Marking of Bids

- a) The Bidders shall submit the bid in two parts as follows;

| Part | Titled as | Annexure to be inserted | Documents to be uploaded |
|--------|---------------|-------------------------|---|
| Part 1 | Technical bid | (EMD) | Part 1A: RFP Fees and EMD <ul style="list-style-type: none"> • RFP Fee • Earnest Money Deposit Scanned copies to be uploaded online. |
| | | Annexure 1 to 9 | Part1B: Technical Bid <ul style="list-style-type: none"> • RFP document, Agreement and Addendum, if any, signed sealed by the authorised representative. • Cover letter as per annexure 1. • General Information of Bidder as per annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, GST registration, Partnership deed as may be applicable and as specified in annexure 2. For Bidders bidding as Consortium, such information may be furnished for each member of the Consortium. <ul style="list-style-type: none"> • Financial capability Statement as per annexure 3 along with Audited Annual accounts for last three years and any other document specified in annexure-3. • Undertaking for Bus ownership/operations as per annexure 4 along with documentary ownership/operational experience evidences RTO registration books and operation contracts etc as per clause 5.2 (b). • Quality Proposal Submission as per Annexure 5. • Anti black listing certificate as per annexure 6. • Authorisation in terms of Power of attorney/Board or Partner Resolution as per annexure 7. • Authorisation in terms of Power of attorney to Lead Member in case Bidder is a Consortium as per annexure 8 • Joint Bidding Agreement for Consortium as per annexure 9 • Any other documents required as per the RFP terms. (Price Bid should not be mentioned anywhere in Technical bid i.e. in part 1). |
| Part 2 | Price Bid | Annexure 11 | The bidder should compulsorily quote for Both models of buses i.e. 12 mtr & 9 mtr.AC E Buses. |

- b) The Bids of the Bidder, not submitted separately as technical and Price bids as above, are liable to be rejected.



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4.5. Bid Due Date

- a) The last date and time of submission of the Bids online ("the "Bid Due Date") is specified in table given in Clause 1.8 above.
- b) Bids should be submitted on or before Bid Due Date on the website <https://www.mahatender.gov.in/nicgep/app>
- c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post or uploaded on Authority website <https://www.mahatender.gov.in/nicgep/app> Addenda.

4.6. Contents of Bids

- a) The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- b) The Bidder shall specify (in Indian Rupees) the Kilometer Charge required by him to undertake the Project in accordance with this RFP and the provisions of the Agreement.
- c) The proposed Bus Operator Agreement shall be deemed to be part of the Bid.

4.7. Modification and Withdrawal of Bids

- a) Bidder shall not be allowed to modify any part of its Bid after the Bid submission.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of Due Date for Submission of Bids and Time.
- c) No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.
- d) The e-tendering norms as given on <https://www.mahatender.gov.in/nicgep/app> will be applicable for any modification, substitution or withdrawal of the bids.
- e) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. Evaluation Criteria

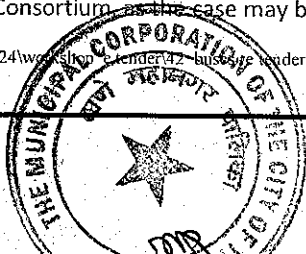
To be considered eligible and qualified, each Bidder should meet Eligibility Criteria and Qualification Criteria specified hereunder.

5.1. Eligibility Criteria

- a) [The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to undertake the scope of work. However, no applicant applying individually or as a member of a Consortium as the case may be, can be member of another Bidder. The term Bidder used herein in RFP

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would apply to both a single entity and a Consortium. A Consortium while participating, shall comply with the additional Consortium criteria set forth in clause 5.2 (d).]

- b) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or reenacted or restated, and including the Companies Act, 2013 as notified from time to time), (Copy of Certificate of Incorporation, Memorandum and Article of the association of the bidder should be submitted) Or (ii) Partnership firm registered under The Indian Partnership Act (Copy of registered Partnership Deed should be submitted) or a (iii) registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate, as may be applicable, should be submitted).
- c) The Bidders and or its Associate/s from whom the Bidder is taking credit for meeting Technical/ Financial Qualification Criteria or [any of the Consortium Member] shall not be blacklisted by any Government Agency (i.e. Government department, PSU or Government company, Urban local body) in India, during last twelve months from the Bid Due Date, for performance default and/or fraudulent conduct or similar reasons. In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure 6.
- d) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified / defined in Clause no 9.

Qualification criteria pertaining to each of the three parties to participate in this tender, envisaged above are presented below:

Qualification criteria pertaining to each of the three parties to participate in this tender, envisaged above are presented below:

A) OEM Qualifications Criteria:

i) The OEM shall be a registered Electric Bus Manufacturer with bus manufacturing facilities India and having experience of manufacturing and delivery of **at least 50 Electric OR 200 HSD / CNG buses** over the last five financial years to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India

ii) OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Mini/Midi/Standard electric bus (100% battery operated) from the designated testing center in India. i.e., CMVR type-approval of at least one model of electric bus.

An undertaking to be given by lead bidder / OEM that all certificates including CMVR type approval will be submitted at the time of prototype inspection.

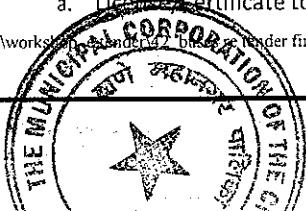
iii) The OEM shall have a Minimum Average Annual Sales Turnover (MAAT) of last 3 (three) Financial Years more than INR 100.00 Crores. OEM shall submit the Certificate of Chartered Accountant as per the Annexure attached, in this regard.

iv) OEM shall have positive net worth each during for 3 years out of last 5 Financial years Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.

A qualified Original Equipment Manufacturer (OEM) or its Associate /Operator (With OEM consent letter) / can bid as Single Bidder. Also OEM can give multiple consent letters to Bus Operators.

Documentary evidences:

- a. License/Certificate to manufacture Buses and Evidence of bus manufacturing facilities.




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- a. Details of Buses manufactured and supplied in terms of number, year of supply and names of customers to whom supplied. Delivery completion certificate for same should be submitted with bid.
- b. Statement from the Chartered Accountant as prescribed in the Annexures certifying/ specifying MAAT of the Bidder conforming to the provisions of this RFP.
- b. Statement from the Chartered Accountant as prescribed in the Annexures certifying/ specifying Net Worth of the Bidder conforming to the provisions of this RFP.

2) Bus Operator Qualifications Criteria

- a. The Bus Fleet Operator shall have executed/undertaken Project reference as to STU'S, Public Transport Authorities or any Government/Semi Government/Local Authority in any part of India at least one year during the last 7 years immediately preceding the Bid Due Date. The bidder shall upload the documentary evidence in support of the same in the form of Work Orders and Satisfaction Certificates from the Client.
- b. The bus operator should have minimum operation of 100 electric buses or 200 Diesel / CNG / alternate fuel /hybrid buses in India for at least six months in last 7 financial years including 2022-23.
- c. Operational Experience must include Planning, managing and monitoring of day to day bus / Passenger vehicle operations and / or maintenance. Such experience must be demonstrated through an explicit contract / concessionaire Agreement of operations with a public sector entity / Government or semi Government Department / STU's of repute and which has been in successful operation for a period on at least one year in India.
- d. The Bus Operator member shall have a Minimum Average Annual Turnover (MAAT) of INR 50crores for last 3 Financial Years as per Auditor's certificate.
- e. Operator shall have positive net worth each during for 3 years out of last 5 Financial years

Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.

Documentary evidences:

- a. Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.
- b. Bus Operation Agreement / Concessionaire Agreement of operations.

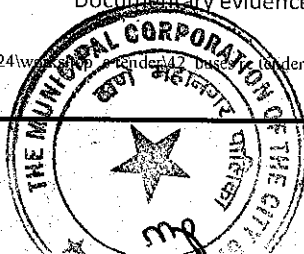
3) Aggregator's / Financial Institution Qualification Criteria:

The Aggregator member shall have

- i. A Minimum Net worth of INR 15 crores as on 31st March 2022 as per Auditor's certificate.
- ii. The Aggregator shall have a Minimum Average Annual Turnover (MAAT) of INR 75crores for last 3 Financial Years as per Auditor's certificate.
- iii. The Aggregator should obtain the Manufacturers Authorization Form & type approval certificate for Mini / Midi / Standard electric buses from OEM and the same should be attached.

Aggregating the financial and technical capability of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.

Documentary evidences:



(Signature)

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Statement from the chartered accountant as prescribed in the Annexure certifying/ specifying MAAT of the Bidder conforms to the provisions of this RFP.

Financial Institutions :

"Financial Institutions" means Financial Investors/mutual funds/private equity, domestic/foreign investment institutions, alternate investment funds registered with SEBI and similar entities and wholly owned subsidiaries of such entities. The wholly owned subsidiary of Financial Institution shall be able to use financial eligibility of parent financial Institution.

Financial Institutions Qualification Criteria:

The Financial Institutions member shall have

- Total Assets under Management (AUM)/Loan Portfolio shall be at least INR 100Crores at the end of the immediately preceding completed financial year i.e., as on 31st March, 2022.

OR

- Committed funds available for investment/deployment of Indian companies or Indian assets of Rs.200 Crores in the immediately preceding completed financial year.

Documentary Evidence:

Registration Certification with SEBI / Registration under Companies Act 1956

Statement of Funds from SEBI / Certificate from Registered Chartered accountant

3) In case of consortium, the respective OEM/Operator/ **Aggregator** should have respective pre-qualifications.

The Consortium can have maximum 3(Three) members. Either of the Consortium members

i.e. OEM/ Bus Operator / **Aggregator**. However, Any one from OEM/ Bus Operator / **Aggregator** or Financial Institution can act as the Lead Member of the Consortium.

Note: Qualified Original Equipment Manufacturer (OEM) or its Associate /Operator (With OEM consent letter)/ can bid as Single Bidder. Also OEM can give multiple consent letter to Bus Operator /**Aggregator**.

Associate:

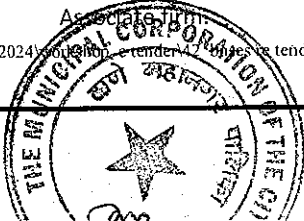
- (i) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted [only if Bidder is a single entity and not Consortium].
- (ii) For the purpose hereof, the word "**Associate**" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e sister concern).

As used here, the expression "control" means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares/share holding of the firm in question.

As used here, the expression "control" means, with respect to bidding firm which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.

In case the bidding firm is a Proprietorship, the expression "control" shall mean, (i) holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which its taking credit with at least 50% share in the profits of such Partnership firm.

- (iii) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the



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a) Additional Consortium Criteria

A Consortium shall be eligible and qualified for consideration subject to meeting the additional conditions set out in hereunder;

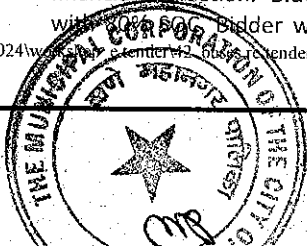
- (i) Number of members in a consortium shall not exceed Three (Three).
- (ii) Each Member of consortium must meet Eligibility Criteria set forth in clause 5.1
- (iii) Each member of the Consortium must meet either the Financial Capability Criteria OR the Technical Capability Criteria alone/ individually. Combining of Technical and Financial capability of the consortium members.
- (iv) A Bidding Consortium is required to nominate a Lead Member. The Lead Member shall be authorized to sign the Proposal on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per format at Annexure 8.
- (v) An entity cannot be a member of more than one bidding Consortiums. An individual firm applying as a single Bidder cannot at the same time be member of any other Consortium bidding under this RFP.
- (vi) Each member of the Consortium, if awarded the Contract pursuant to this RFP, shall be jointly and severally liable for discharge of all obligations resulting from the Bus Operator Contract.
- (vii) The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings;
 - (1) Convey the intent to form an SPV with minimum shareholding/ ownership equity commitment(s) in accordance with this clause 7.4, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
 - (2) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (3) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.
- (viii) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- (ix) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Lock-In Period, in case the Project is awarded to the Consortium.
- (x) Except as provided under this RFP and the Proposal Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority]

5.2. Qualification Criteria

Technical proposals of only those firms, who have been pre-qualified, shall be qualified for further evaluation. Bidder should offer minimum 120 km for 9 mtr. in bus Single Charge Range with 80% SOC. Bidder who offered 220 km with opportunity charging range will be considered/ eligible for financial evaluation. Bidder should offer minimum 140 km for 12 mtr in bus Single Charge Range with 80% SOC. Bidder who offered 260 km with opportunity charging range will be considered/

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eligible for financial evaluation. If bidder offers less single charge and with opportunity range will be treated as disqualified in technical bid.

Undertaking for single range and range with opportunity charging should be submitted as per format provided in this RFP. Single charge Range and range with opportunity charging Trial (Test) will be conducted before delivery of proto type bus.

5.3. Evaluation of Price Bid

- a) The Price Bid of only the Bidder who qualify in accordance with Clause 5.1 and 5.2, and declared "Eligible and Qualified Bidders", shall be opened. The Price Bid opening process is specified in clause 6.3.
- b) Bidders are required to quote per Kilometer Charges/Rates (Rs per Kilometer) as per Price Bid format provided in Annexure 11 in respect of cost payable to such Bidder by Authority towards operation and maintenance of [each category of] Bus. All prices shall be in Indian Rupees. If there is a discrepancy between words and figures, the amount in words shall prevail.

[The Kilometer Charge in respect of corresponding each categories of buses shall be multiplied with respective pre-determined Annual Assured Kilometer of first year of each category of buses to arrive at aggregate operation and maintenance cost for each such category of bus for first year. Evaluation & Allocation: The tender will be allocated to the lowest ranked tenderer who has quoted the lowest aggregated sum of rates for both types of buses i.e. SD AC Electric buses, Midi AC Electric buses. (Bidders must quote rates for both types of buses, then only tender will be considered).

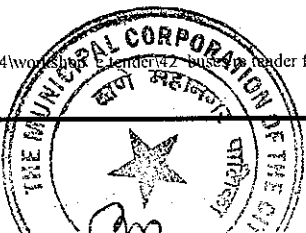
- c) The Price Bid shall include complete break-up of Kilometer Charge/Rate as provided in the Annexure 11 individually for each type of bus. The price should be quoted for all type of buses. Bids not containing such break-up of prices for all types are liable to be rejected.
- d) Only base Kilometer Rate shall be considered for the purpose of evaluation.
- e) The prices quoted for Kilometer Charge/Rate shall be firm and not subject to any upward variation except for the variation in GST and revision granted in Kilometer Charge/Rate as per Agreement.
- f) The Authority shall determine the responsiveness of Price Bid of Successful Bidder in relation to the Market rate /Authorities appointed third party for tender evaluation /Authority's Internal Estimate / Good Industry Practice. For said purpose the Market Rate, Internal Estimates and Good Industry Practice are defined hereunder;

"Market Rate" shall mean prevailing Per Km rate for the Urban buses with similar quality and specifications anywhere in India.

"Internal Estimate" shall mean per km rate prepared by Authority through its internal estimates

"Good Industry Practice" shall mean the application of cost that would reasonably and ordinarily be expected from a skilled and experienced Bus operator engaged in City Bus Operations anywhere in India.

- g) In case of the Bid of the successful Bidder is found seriously unbalanced by Authority in relation to Market rate /Authorities appointed third party for tender evaluation / Authority's Internal Estimate / Good Industry Practice, the Authority shall be entitled to solicit, at it's sole discretion, detailed price analysis for any or all items specified in Price Bid, from the successful and/or all Bidders to demonstrate the internal consistency of those prices.
- h) In case of the Price Bid of the Bidder, which is unrealistically lower or higher than Market rate /Authorities appointed third party for tender evaluation / Authority's Internal Estimate / Good Industry Practice and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.



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Municipal Transport Undertaking

6. Evaluation Process

6.1. Opening of Technical Bid

- a) The Authority shall open the Technical Bids received to this RFP, at time and date specified in clause 1.8, at the place specified in clause 1.9 and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process.
- b) Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.8 shall not be opened.
- c) The Bidder's names, the presence or absence of requisite RFP Fees, Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.
- d) The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in clause 6.2.

6.2. Evaluation of Technical Bid

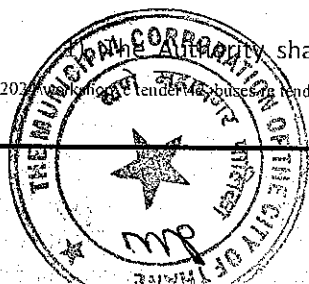
The Bidders shall be required to submit documents as listed in this RFP document as per clause 4.4 & 5.2 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

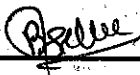
a) Test of Responsiveness for EMD , Tender Fee, Timely and proper Submission

- 1) Prior to evaluation of Eligibility and Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - (i) it is received as per the format specified in RFP;
 - (ii) it is signed, sealed, and marked scanned version as specified in clause 4.4
 - (iii) it contains all the information, Annexure, documents and Authorizations in accordance with clause 4.4& 5.2
 - (iv) it contains two separate sections for Technical bid and Price bid
 - (v) it contains the RFP Fee and EMD as per the amount and in formats specified in RFP.
 - (vi) it does not contain any condition or qualification; and
 - (vii) it is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.

b) Assessment of Eligibility Criteria

The Authority shall examine and evaluate the eligibility of each Technical Bid upon




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determining its responsiveness as per sub clause (a) above.

- 2) The Bidder must meet Eligibility Criteria specified in clause 5.1 and have submitted all documents as per clause 4.4 in order to qualify for next stage of assessment.
- 3) Assessment of Qualification Criteria mentioned in clause 5.2 of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and submitted all required documents pursuant to sub clause 2) above.

c) Assessment of Qualification Criteria

- 1) The Authority shall examine and evaluate the qualification of each Technical Bid upon determining its eligibility as per sub clause (b) above.
- 2) The Bidder must meet Qualification Criteria specified in clause 5.2 in order to qualify for next stage of Price Bid opening.
- 3) The Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria as per clause 6.2, 5.1 and 5.2 shall be declared Eligible and Qualified Bids (the "Eligible and Qualified Bids" / "Eligible and Qualified Bidder").
- 4) The Price Bid of only eligible and Qualified Bids shall be opened.

6.3. Opening of Price Bids

- a) The Price Bid shall be provided by the Bidder in the format as specified in Annexure to this RFP. All prices shall be in Indian Rupees.
- b) The Price Bid of only the Bidder who qualify in accordance with Clause 5.1, 5.2, 6.2 and is declared "Eligible and Qualified Bidders", shall be opened in the presence of such of the Bidders and/or their authorized representatives who choose to attend.

The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, Bid rates, etc. will be announced at such opening.

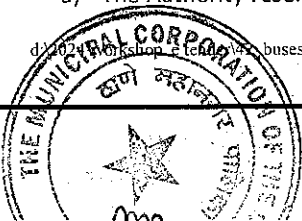
- c) The Authority shall evaluate Price Bid in accordance with the provision set forth in clause 5.3.

6.4. Clarification of Bids and Request for additional/ missing information

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications/documents/missing information in writing from any Bidder regarding its Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

6.5. Verification and Disqualification

- a) The Authority reserves the right to verify all statements, information and documents submitted by



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

b) The Authority reserves the right to reject any Bid and appropriate the EMD if:

- 1) at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- 2) Bidder or its Associate or [Consortium Members] is blacklisted/banned by any Government Agency in India or abroad.
- 3) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- 4) In case of fraudulent Bid and involved in fraudulent and corrupt practice as per RFP Clause 8.
- 5) a Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- 6) while evaluating the Bid, if it comes To Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- 7) 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, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- 8) A bidder who submits or participates in more than one bid under this RFP .

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. [If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected]. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.6. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are

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under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

6.7. Correspondance with Bidder

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

6.8. Confidentiality

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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority 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. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

7. Appointment of Operator and Signing of Contract

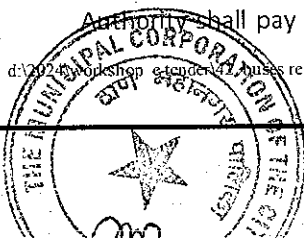
7.1. Selection of Bidder

a) Subject to the provisions of clause 5 and clause 6 , the Bidder whose Bid is (i) adjudged as responsive in terms of clause no 6.2 (a) (ii) meeting the Eligibility criteria as per clause 5.1 and clause 5.2 and (iii) whose Price Bid offered, on evaluation as per clause 5.3 has been determined to be the Lowest (L-1) [on Aggregate Cost Basis for Both type of buses] and responsive acceptable for award , shall be considered as the "Preferred Bidder for Both type of buses" (the "Preferred Bidder").

b) In case the Preferred Bidder withdraws or unable to execute contract or failed in trial run of buses then, Authority is inclined to appoint other operator from participated bidders. The list of Eligible and Qualified Bidders as per clause 6.2, shall be ranked on lowest to highest based on Price Bid and upon determining responsiveness of their Price Bid in accordance with provisions set forth in clause 5.3 and the Second lowest Bidder may be called for discussion to know if he is agreeing to provide the services at the Lowest Price quoted (L1) , and it does, it shall be considered the second Preferred Bidder for appointment in addition to the Lowest Bidder. If the Second Lowest Bidder disagrees to match the lowest price, the Authority may ask the Third Lowest Bidder to provide the services at the Lowest Price quoted (L1). In the event of the Third Lowest bidder also disagreeing to match the lowest price quote, the Process will continue to the Forth Lowest Bidder and so on until the required number of operators is selected as next Preferred Bidder.

7.2. Notification of Award

a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Preferred Bidder through letter that his/their Bid has/have been accepted (the "Preferred Bidder(s)"). and Preferred bidder (L1) will be called for trial run. (As per clause 1.2 Scope of work for O&M of Bus services Part A - r) After completion of successful trial run LOA will be given to L1 bidder. This letter ("Letter of Award"/"LOA") shall be issued, in duplicate and in the format specified in Annexure 13, and shall specify the sum which the Authority shall pay to the Operator in consideration of operation and maintenance of Bus



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services as per terms of Contract. LOA shall also specify the number of Buses awarded to Successful Bidder (the "Contracted Buses").

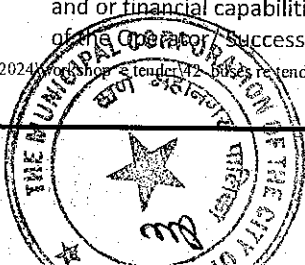
- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

7.3. Signing of Bus Operator Agreement

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to formation of SPV requirement as per clause 7.4, to execute the Bus Operator Agreement within the period prescribed in Clause 1.8. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Bus Operator Agreement.
- b) The Draft copy of Bus Operator Agreement is specified in Annexure 14.
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Thane in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. The Authority shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.

7.4. Formation of SPV and Shareholding Requirement

- a) In case Successful Bidder is either a Consortium or a Partnership firm or Proprietorship firm then it shall form special Purpose Vehicle Company (SPV) as per Indian Company Act, 1956/2013 and in such case Authority shall sign Bus Operator Agreement with the SPV.
- b) In case the Operator is a consortium, the aggregate equity share capital of the lead member, in the issued, subscribed and paid-up equity share capital of the Operator shall not be less than 51% (fifty one per cent) for the first three years of the Contract Period (the "Lead Member"). The other member of the consortium shall hold equity share capital representing not less than 10% (ten per cent) of the subscribed and paid-up equity of the Operator for the first three years of the Contract Period (The "Lock-in Period").
- c) The shareholders of the Operator (Single Bidder or Consortium as the case may be), with prior approval from the Authority, can disinvest/sell off their respective Equity stake, fully or partially, after completion of the Lock-in Period of first three years of the Contract Period, to any interested party having eligibility and qualification similar to the Selected Bidder.
- d) Any non-compliance with the provision hereof by the Successful Bidder/Operator with regards to shareholding requirement during the Lock-In 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) Event of Default, which shall entitle the Authority to terminate this Agreement in accordance with the provisions hereof.
- e) Notwithstanding the provisions of sub clause (C) above, the Operator/ Successful Bidder shall further ensure, that in the event it has been selected for the Project on the strength of the technical and or financial capabilities of its/any of the Associates, the said associate shall remain an Associate of the Operator/ Successful Bidder, up to the Lock-in Period.



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7.5. Performance Security

- a) Before signing of the Bus Operator Agreement, the Successful bidder(s) shall furnish Performance Security i.e. Rs. 1,00,000/- per bus in the form of Bank Guarantee (As per format provided in the Annexure) in favour of "ParivahanSeva, Thane Mahanagarpalika Thane" at the time of signing of the Bus Operator Agreement as detailed below. The Bank Guarantee of Performance Security should be on any Nationalized Bank. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority, with pursuant to the provisions of the RFP. All charges, fees, costs and expense for providing the PS deposit in the form of Bank Guarantee shall be borne and paid by the Operator. If the Bidder fails to furnish the same, it shall be lawful for Authority to forfeit the EMD and cancel the contract or any part thereof.
- b) The Operator shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Total Contract Period ("Validity Period")².
- c) If the Bidder fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- d) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - i) in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
 - ii) in relation to Operator's Event of Default in accordance with the terms contained herein.
- e) At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- f) On termination of this Agreement, the Performance Security shall be returned to the Operator without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.

7.6. Annulment of Award

Failure of the Successful Bidder to submission of Performance Security and signing of Agreement as per RFP terms and any other requirements and /or the provisions of the Bus Operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

8. Fraud and Corrupt Practices

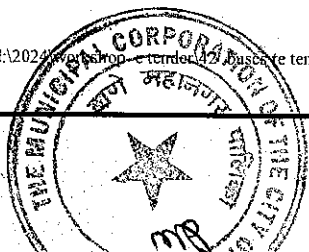
- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may



B. B. B.
Transport Manager

be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.

- b) Without prejudice to the rights of the Authority under sub Clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) 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 the Authority in relation to any matter concerning the Project;
 - (ii) **"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;
 - (iii) **"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;
 - (iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (v) **"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.



B. B. B.

Transport Manager

Thane Municipal Transport Undertaking

Thane Pin-400604.

9. Conflict of Interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

A. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

(1) **If Bidder is a Company :** In such case, the Bidder (including its Member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:

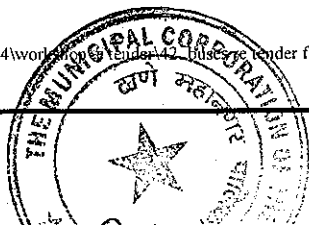
- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) More than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(2) **If Bidder is a Partnership Firm :** In such case , the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.

(3) **If Bidder is a Proprietorship Firm :** In such case , the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds;

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its Member or Associates which is a Proprietorship Firm.



[Signature]
Transport Manager

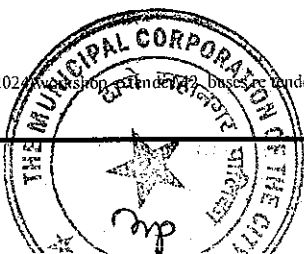
Bhubaneswar Municipal Transport Undertaking

- B. a constituent of such Bidders is also a constituent of another Bidders; or.
- C. such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or
- E. such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidders; or

10. Miscellaneous

- Bzile

ANNEXURE



[Signature]
Transport Manager

Cover Letter

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

To,

Subject: Submission of Bid for for Operation of Stage Carriage Services for public transport of

- in the city of Thane & its neighbouring Suburban cities and Mumbai on **GROSS COST**

Dear Sir,

-

Breuer

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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Dated: dd /mm/ yyyy

Signature & Name: _____

In the capacity of _____ duly authorized to sign RFP for and on behalf of

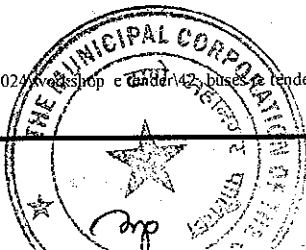
Address _____

Witness:

Signature: _____

Name: _____

Address: _____



[Signature]

Transport Manager

Annexure 2

General Information of Bidder

{On bidder's letterhead}

[All Consortium members should provide in case Bidder is a Consortium]

(1) Bidders name and contact details.

Name of the Bidder Organization:

Nature of Entity (company /partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:


E-mail:

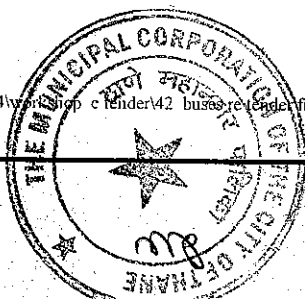
Main Line of Business with experience:

(2) Copy of the Registration of the bidder (Certificate of Incorporation, Memorandum of Article, Article of Association , Partnership Deed, Service Tax Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

In case of foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.

Specimen Signature of the Authorized signatory


Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.



Annexure 3

Financial capability statement

{On Statutory Auditor's letterhead}

[In case of Consortium, the Member Showcasing the Financial Capability should provide this Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____ The

Net worth* of the bidder (name of the Bidder) as on _____ as per Audited statement is as follows;

i) Turn Over:

| Year (as mentioned or equivalent)* | Turn Over (INR Crore)** | | |
|------------------------------------|-------------------------|-----------|-------|
| | Bidder | Associate | Total |
| | | | |

ii) Net Worth:

| Year (as mentioned or equivalent)* | Net worth (INR Crore)** | | |
|------------------------------------|-------------------------|-----------|-------|
| | Bidder | Associate | Total |
| | | | |

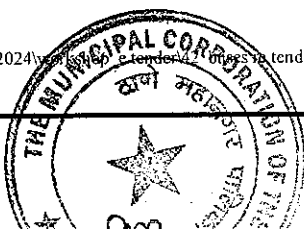
*To be provided from latest available Audited statement

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

(Signed and Sealed by the statutory auditor)

ENCL.

- (1) Copy of latest available Audited annual reports for last three years as applicable or as per Financial Year/Calendar Year followed by the bidder firm.
- (2) Document showing relationship of Bidder with the Associate as per the definition given in clause 5.2 (C). Associate credit shall only be permitted in case Bidder is bidding as single entity.
- (3) In case a Foreign Company is a Bidder, then it must provide evidence of meeting the Financial Qualification criteria in equivalent Indian Rupees certified by a Chartered Accountant registered in India or Certification by foreign based reputed firms like Deloitte, PWC, KPMG, or E&Y along with copies of latest Audited annual reports for last three years. The exchange rate of its respective foreign currency to Indian Currency in respective years used to compute the Turnover, Profit and Net worth be brought out. In case Foreign firm is following calendar Year then it should provide annual audited Turnover Certificate from transportation business for and Profit Certificate for last three latest audited calendar years meeting above requirements . It should also provide audited Net worth Certificate for latest audited year meeting above requirement.



[Signature]
Transport Manager
Municipal Transport Undertaking

Annexure 4

Undertaking for Vehicle Ownership or Operational Experience

(On bidder's letterhead)

[In case of Consortium, the Member Showcasing the Financial Capability should provide this Certificate]

I hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

1. For Ownership experience for required no of Buses since last three years (starting from 2020-21)

| Year | No. of Passenger Vehicles owned by the Bidder | No. of Passenger Vehicles owned by the Associate | Total | Relationship with the Associate as per the definition provided in clause 5.2 (c) |
|------|---|--|-------|--|
| | Buses | Buses | | |
| | | | | |

1. Copy of RC books for owned vehicles are to be attached here with.

2. RTO ownership certificate.

3. Document showing relationship of Bidder with the Associate as per the clause 2.3.2 (C).

4. Documentary evidences as per clause 2.3.2 (b) for Indian and Foreign Bidder or Associate is a foreign company.

5. Associate credit shall only be permitted in case Bidder is bidding as single entity

2. For Operation experience for required no of Buses.

(details should be provided for same vehicle ownership mentioned in the table no. 1 above in this annexure)

| No. of Bus operated through bidder | No. of Bus operated through contract by the Associate | Total | Relationship with the Associate as per the definition provided in clause 5.2 (c) |
|--|--|-------|--|
| Details to be submitted in the table. 1.No. of buses contracted 2.Contract period 3.Contract Date and number. 4 Name of the client | Details to be submitted in the table. 1.No. of buses contracted 2.Contract period 3.Contract Date and number. 4.Name of the client | | |

1. The copy of contract document/Letter of Award / Letter of Intent

2. Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available

3. Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria

4. In case operation contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.

5.Documentary evidences as per clause 2.3.2 (b) for Indian and Foreign Bidder or Associate is a foreign company.

6. Associate credit shall only be permitted in case Bidder is bidding as single entity

(Signature and name of Authorized Representative)

Blue

Transport Manager

Thane Municipal Transport Undertaking

Thane Pin-400604.

Annexure 5 (i)

Bus Manufacturing Experience

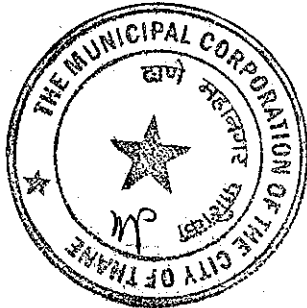
Details may be given for all types of Buses supplied by Bidder in past five years.


Details are to be furnished for the supplies made by the Bidder or its principal in five years prior to the year in which the date of Opening of Bid falls.

| S. No | Contract placed (full name & Address of Authority) | Contract No. & Date | Description and Quantity of Buses Ordered | Date of Completion of Delivery (as per Contract) | Documentary evidences (Purchase Order/ Letter of Award/ Bus Purchase Agreement/work Completion certificate)* |
|-------|--|---------------------|---|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

SIGNATURE AND SEAL OF THE BIDDER/BUS MANUFACTURER



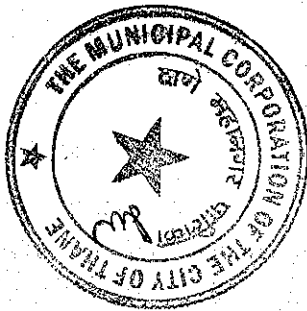

 Transport Manager
 Thane Municipal Transport Undertaking
 Thane Pin-400604.

Annexure 5 (ii)
Undertaking from Original Electric Bus Manufacturer
(On Letter Head of Manufacturer)

We, M/s. _____, (Name of an OEM) Original manufacturer of the Electric Battery Operated Bus, hereby undertake and confirm the following: -

- i) We, will give priority to M/s. _____, (Name of an OEM) in providing the Contracted Buses to the Bidder as per delivery schedule once agreed [i.e. all 42 No's of Air-Conditioned Electric Buses (as mentioned in Scope of Work) to be supplied starting from 6 months to 12 months from the date of issue of Supply Order by TMTU].
- ii) We will provide adequate service support (AMC) to ensure smooth running of the Contracted Buses offered by the Bidder.
- iii) We will ensure timely supply of spare parts to the Bidder for the maintenance of contracted buses.
- iv) We will prioritize training to the Drivers and Technicians of the Bidder.
- v) We will provide the requisite technical know-how from time to time with technical literature to the Bidder and TMTU.
- vi) The vehicle being offered is _____ (make and model) and its specifications are in compliance.

Stamp & Signature of the Authorized Signatory of Electric Bus Manufacturer



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 6

Anti Blacklisting certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

[All Consortium Member should provide in case Bidder is a Consortium]

Anti-Blacklisting Certificate

M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (insert "Associate" in case Bidder is taking credit for meeting qualification criteria) as defined in clause 5.2 (C) are not barred or blacklisted by any state government or central government / department / Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from _____ (Bid Due Date).

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

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person



Transport Manager

Thane Municipal Transport Undertaking

Thane Pin-400604.

Annexure 7

Format of power of attorney

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we, ...[name of the Company/partnership firm], a company incorporated under the Companies Act 1956,/ Firm having partnership deed as per partnership act and having its Registered Office/ office at[Address of the Company/partnership firm] (hereinafter referred to as "Company/firm"):

WHEREAS in response to the RFP for Selection of Bus Operator for Operation and Maintenance of the buses in _____ (city name) , ("Project"), as per the Scope of Work specified in RFP, the Company/ firm is submitting Bid Comprising Technical and Price Bids for the project , and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____[name of the company/firm] do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say :

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

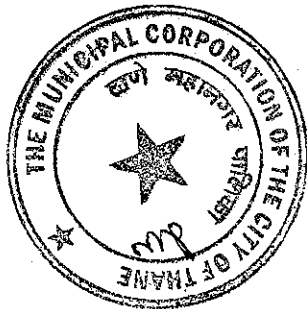
To tender/bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;


To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm as necessary for the purpose aforesaid.

The common seal of [name of the company/Partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]

[name & designation of the person]

[name & designation of the person]




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 8
Format of power of attorney TO Lead Member of Consortium
{On Requisite Stamp Paper}

Whereas the _____(Name of the Authority), (the "Authority") has invited bids from interest parties for the Selection of Bus Operator for Operation and Maintenance of the buses in _____ (city name) (the " Project"). Whereas, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s _____ having our registered office at _____, and
M/s. _____, having our registered office at _____, and
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20....

For _____
(Signature, Name & Title)
For _____
(Signature, Name & Title)

For _____
(Signature, Name & Title)
(Executants)
(To be executed by all the Members of the Consortium)

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Witnesses:

1. _____ 2. _____

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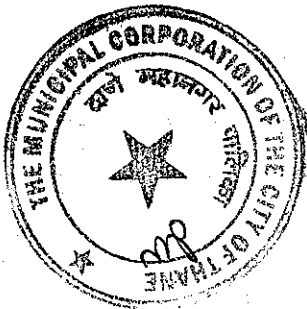

Transport Manager

Annexure 9
Joint Bidding Agreement for Consortium
{On Requisite Stamp Paper}

The Bidder shall be required to submit Joint Bidding Agreement as per clause 5.2 (d) (vii) , in case Bidder is a Consortium .

The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

- o Convey the intent to Consortium Agreement as per clause 2 of Volume of RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
- o Clearly outline the proposed roles and responsibilities, if any, of each member
- o Tenure of Joint Bidding Agreement (ATLEAST TILL Bid Validity Period)
- o Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.
- o The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- o No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period, in case the Project is awarded to the Consortium.



[Handwritten Signature]
Transport Manager
Thane Municipal Corporation
Thane Project 0004.

Annexure 10 ..Deleted

Annexure 11
Format of price bid
{On bidder's letterhead}

Dated: _____
To, _____

Subject: Submission of Bid for RFP for Selection of Bus Operator for Operation and Maintenance of Electric buses on Gross Cost Contract Basis in Thane under NCAP funding.

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial/price proposal.

I have read the entire RFP dated _____, bearing number _____, including the Bus Operator Agreement and Response to Queries/Amendment documents etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I/we undertake to operate and maintain the Buses for Thane on Gross Cost Contract basis on routes as directed by Authority in accordance with the terms and conditions as provided in the above. I have understood the nature of bus to be operated and maintained by me on Gross Cost Contract basis (Km charge/Rate) and investigated the cost structure for its Operations and Maintenance. Following is per Kilometre Charge/ Rate proposed by us for the Operation and Maintenance services for city buses whose bus specifications are described in bidding documents.


| Category of Bus | Rate shall be per kilometre basis (A) | |
|------------------------|---------------------------------------|-------------------------|
| | Rs. Per Km (In Figures) | |
| | Base Rate (In Figures) | Base Rate (In Words) |
| 12 Mtr Electric AC Bus | | |
| 09 Mtr Electric AC Bus | | |

Note:

- (i) Currently GST is not applicable, in future(if applicable the GST will extra over the above price per km.
[The Services availed by the operator from its own vendors for services such as AMC, driver agency represent the Service Provider's own costs and Authority shall not pay any or reimburse any such taxes.]
- (ii) The given number of buses may vary based on the TMTU operational strategy however no variation in given quoted rate (per Km basis) should be applicable. Bidder should note that TMTU reserves final rights to allot/ not to allot additional/reduction in number of buses for operation and maintenance purpose to successful bidder without any reason.

Name and Signature of the Authorized Person
Seal Address and contact number:




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

A. Break up of Quotation/Base Rate For 9 Mtr Bus:

| Sr. No | Item | Rate (Rs per KM) |
|--------|---|------------------|
| 1 | Labour | |
| A | Driver Salary | |
| B | Other Admin staff | |
| C | Maintenance Staff | |
| 2 | Electricity Charges for Charing of bus | |
| 3 | Tyre Tubes | |
| 4 | Battery | |
| 5 | Charging Infrastructure cost | |
| 6 | Repair and Maintenance of AC | |
| 7 | Insurance | |
| 8 | Cleaning | |
| 9 | Financing/Interest Cost | |
| 10 | Other Cost (Water, Electricity and other overhead cost etcpl specify) | |
| 11 | Profit | |
| | Total | |

B. Break up of Quotation/Base Rate For 12 Mtr Bus:

| Sr. No | Item | Rate (Rs per KM) |
|--------|---|------------------|
| 1 | Labour | |
| A | Driver Salary | |
| B | Other Admin staff | |
| C | Maintenance Staff | |
| 2 | Electricity Charges for Charing of bus | |
| 3 | Tyre Tubes | |
| 4 | Battery | |
| 5 | Charging Infrastructure cost | |
| 6 | Repair and Maintenance of AC | |
| 7 | Insurance | |
| 8 | Cleaning | |
| 9 | Financing/Interest Cost | |
| 10 | Other Cost (Water, Electricity and other overhead cost etcpl specify) | |
| 11 | Profit | |
| | Total | |

Name and Signature of the Authorised Person

Seal:

Address and contact number:

Note: Each bidder must quote his rates after through reading of this RFP document, Draft Agreement and Response to Queries/Amendment documents. Estimates of his variable and fixed cost and detailed due diligence of the site, city conditions, passenger load and likely wear and tear on the buses.



[Handwritten Signature]

Transport Manager
Thane Municipal Transport Undertaking
Thane Bin-400604.

Annexure 12

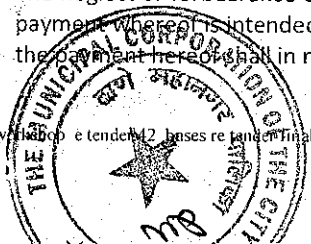
Format For Bank Guarantee for towards performance guarantee/ security

Dated:

To,

Agreement No. Date

- i) This Deed of Guarantee made this day of _____ 20__ between Bank of _____ (hereinafter called the "Bank") on the one part, and * _____ [Authority Name] (hereinafter called "the Authority") of the other part.
- ii) Whereas Authority has awarded the Contract for (Description of Contract). (hereinafter called the Contract) to: _____ (Name of Operator) (hereinafter called the Operator).
- iii) AND WHEREAS the Operator is bound by the said Contract to submit to Authority a Performance Security for a total amount of Rs. _____ (Amount in Figures and words).
- iv) NOW, WE THE UNDERSIGNED _____ (Name of Bank) do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Service Provider. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Operator in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of _____ (Duration in _____ days (months) in figures and words) from the date of signing. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Operator or if the Operator fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Operator.
- viii) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Operator.
- ix) The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.



B. B. B.

Transport Manager

Thane Municipal Transport Undertaking

Thane B. B. B.

x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to _____ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Operator of its obligations under the Contract and/or as demanded by the Authority.

xi) The expressions "the Authority", "the Bank" and "the Operator" hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the _____ day of _____ 20____ being herewith duly authorized.

For and on behalf of the _____ Bank

Signature of authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered

For and on behalf of the Bank

by the above named _____

in the presence of :

Witness 1.

Signature

Name

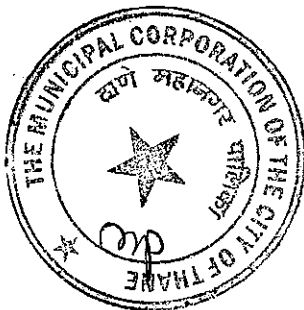
Address

Witness 2.

Signature

Name

Address



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 13

Letter of Award

Date: _____

To _____

_____, [Successful Bidder's Name and Address for Type of Bus]

[Hereinafter referred to as the "Successful Bidder for Type of Bus"]

Kind Attn: Mr. _____

Ref: _____

1. Request for Proposal dated _____ for Operation and Maintenance of Buses on Gross Cost Contract in _____ [City Name]
2. Your Technical and Price Proposal submitted on _____ [Bid Due Date] for the above RFP

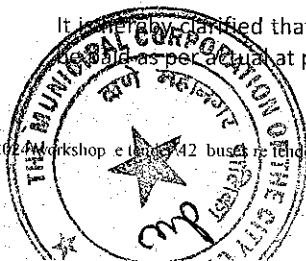
Sub: Letter of Award (LOA) for Operation and Maintenance of Buses on Gross Cost Contract in _____ [City Name] ("Contract") for Type of Bus.

Dear Sir,

- 1) Please have reference to
 - a. The above referred RFP issued by _____-[Authority Name] (hereinafter referred to as "Authority"), towards submission of Technical and Price Bids, in accordance with the Request for Proposal; and
 - b. Your Technical and Price Bids dated _____ read with subsequent correspondences (collectively the "Bid") for Supply, Operation and Maintenance of Type of Buses on Gross Cost Contract in _____ [City Name].
- 2) For the avoidance of doubt it is hereby clarified that unless otherwise referred/ defined hereunder or repugnant to the context or usage thereof, the capitalized terms used under this LOA shall have the meaning as respectively ascribed thereto under the RFP and/or the draft Agreement, to be executed in terms of the RFP and this LOA.
- 3) We are pleased to inform you that, pursuant to the evaluation of the Bids received, your Firm/Consortium _____ [Name of the Firm/Consortium] has been identified as the Successful Bidder for type of bus. Accordingly, this LOA is being issued to you by Authority, for undertaking the Contract for Operation and Maintenance of Buses on Gross Cost Contract in _____ [City Name] for type of bus, subject always & exclusively to the terms hereof, the RFP and the Agreement to be executed as per the terms of the RFP, at the Base Kilometer Charges as per Clause 5.3, 7.1 and 7.2 of the RFP for buses as detailed below:

| Bus Type | Quantity (Nos) | Quoted Rate Rs / Km (Base Rate) |
|----------|----------------|---------------------------------|
| | | |

It is hereby clarified that service tax in respect of the above as statutorily applicable, would be as per actual at prevailing at the time of payment to the Operator.



B. Bellur

Transport Manager
Thane Municipal Transport Undertaking
Thane Dist. 400604

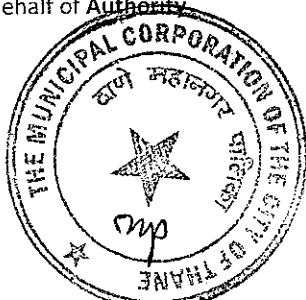
- 4) Further, as per Clause 7.5 of the the RFP , you are required to furnish unconditional and irrevocable Bank Guarantee (BG) of INR Rs _____/- (_____) , in favour of _____[Authority Name], from a Nationalized/Scheduled Bank, payable and enforceable at _____[CITY NAME], towards the **Performance Security**, in the format prescribed as part of the RFP. The BG shall be submitted prior to Execution of Agreement as per RFP terms.
- 5) You are further requested to execute with Authority , within _____ (_____) days from the date of LOA , the Agreement, in the form set forth in the Annexure 14 of this RFP.
- 6) It may also be noted that in the event of any failure to comply with any of the terms and conditions mentioned in this LOA and/or the RFP document within the time and in accordance with the manner prescribed therefore, including without limitation the acknowledgement of this LOA, Authority shall, in addition to all other rights and remedies that may be available to it under the provisions of the RFP, this LOA, law and equity or otherwise, at its absolute discretion be entitled to treat your Bid as rejected and unilaterally cancel/revoke this LOA and deal with the captioned Contract as it may deem fit in its sole and absolute discretion.

In such an event the Successful Bidder (or any person claiming under it) shall have no claim or demand against Authority, of any nature whatsoever. Further, under any circumstances, Authority, shall not be liable or responsible to the Successful Bidder or to any other entity whomsoever, for any loss of business, business competition, loss of investment, or any other loss or damage, costs or expenses, for any reason whatsoever. The Successful Bidder (or any person claiming under it) shall not be entitled to claim any direct or indirect damages, costs, expenses for loss of business, loss of investment etc., upon rejection of its Bid or cancellation/revocation of this LOA, howsoever and whatsoever caused.

- 7) It may additionally be noted that this LOA is only intended to convey Authority's acceptance of your Bid, subject to the terms & conditions specified hereinabove and in the RFP and as reiterated in the Agreement, and it does not by itself create any rights or contractual relationship with Authority or casts any corresponding obligation with respect to the Contract or otherwise on Authority. Any such right or relationship shall come into effect only upon your compliance with terms and conditions set out herein and the execution of Agreement as per term hereof and the RFP.
- 8) Without prejudice to anything stated in this LOA and/or the RFP, you are hereby requested to return the duplicate copy of this LOA within _____ days from the date of this Letter of Award, as a token of the receipt & acknowledgement of this LOA as well as an absolute, unconditional & unqualified acceptance and compliance of the conditions mentioned hereunder.

Thanking You

For & on behalf of Authority

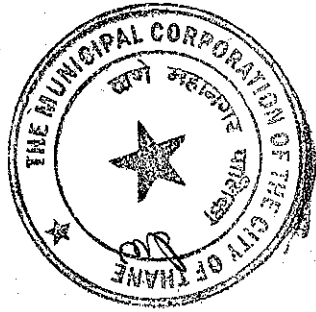


Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 14

Bus Operator Agreement

Please find the Draft Agreement as a separate document Attachment As 'Schedule A'.



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 15

Undertaking for Handing Over of Civil Infrastructure

{On bidder's letterhead}

Date: _____

To,

The Transport Manager

Thane Municipal Transport Undertaking (TMTU)

Sub: AUTHORITY Electric Bus Operations - Undertaking for Handing over Civil Infrastructure

Dear Sir/Madam,

I am writing with respect to the project of Procurement, Operation and Maintenance of Operator owned 25No's. 9m AND 17No's 12 m Electric AC Buses and Allied Civil Infrastructure for Urban Bus Operations in Thane.

I hereby confirm that after completion of Contract Period, the entire civil infrastructure established at depot(s) for charging of Electric Buses will become the property of AUTHORITY solely for its further usage by AUTHORITY. _____ (Name of the Bidder) will not have any right on this Infrastructure after completion of Contract Period.

This letter will serve as our confirmation of contract agreement of various aspects respecting the handover.

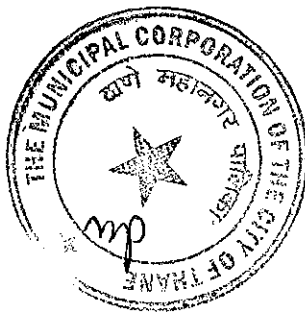
Yours sincerely,


Name:

Designation:

Organization:

Seal of the Organization:

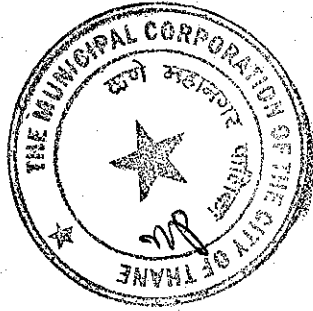



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 16

Depot Details

Depot site will be Kalwa. However, Authority will have option to allot other Depot/Terminus also.



B. B. B.

Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 17

Deficiency and Incident Wise Damages/ Fines

22. Infractions

An Incidence of sub-optimal performance and/or non-compliance of Specifications and standards shall be referred to as an "Infraction". The deduction for each Infraction shall be made in terms of the table set out below:

| Sr.No. | Category Of Infraction | Reference Table for Infraction in Annexure | Amount for Each Infraction for calculating Performance Claim/ Deduction (in Rupees) | Time to Resolve for next higher slab in terms of Clause ...of this Schedule (Bus related infraction) |
|--------|------------------------|--|---|--|
| 1. | A | Table A | 100/- | Three day |
| 2. | B | Table B | 500/- | Five days |
| 3. | C | Table C | 1,000/- | Five Days |
| 4. | D | Table D | 1,500/- | Five Days |
| 5. | E | Table E | 3,000/- | Three day |
| 6. | F | Table F | 5,000/- | Three day |
| 7. | G | Table G | 10,000/- | Three day |
| 8. | H | Table H | 50,000/- + Actual expenses to be borne by the operator. | Three day |

Note: Performance Deduction/Claim amount shall be applied even during time to resolve the infraction (Period indicated as in above table).

- 22.1 Infractions can be identified basis passenger feedback and data from the Central Data Base of TMTU.
- 22.2 TMTU shall have access to Operator's facilities in order to check such Infractions 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.
- 22.3 The Operator may note that the formats provided in category wise Infractions given in tables A, B, C, D, E, F, G and H are typical, but are subject to revision from time to time based on actual information, logistics and operating requirements.
- 22.4 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. 5,00,000 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.

22.5 Total infractions of all buses, mentioned in tables A, B, C, D except Safety items shall be capped to 1 % of the total monthly due payments.

22.6 All other infractions (of Safety category) mentioned in tables A, B, C and D & all infractions mention in tables E, F, G and H shall be non-capped.

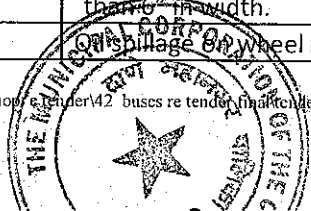
22.7 The fine and penalties for Traffic offences shall be paid by the operator to Traffic police / RTO and any other authority within stipulated period.

22.8 If IT equipment found switched off or not operated, then payment for that trip will not made.

22.9 Category wise List of Infraction

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 | Missing / non operative, or blackened saloon lights, indicator lights, wiper system, wiper blades, prescribed horn and any indicating instruments |
| 8 | Fixing any additional lights, gadgets, guards, fixtures, etc. on the exterior of the bus in contravention to the Applicable Laws. |
| 9 | Fitment of radio, music system, or any other gadgets inside the bus in contravention to the Applicable Laws. |
| | Operations |
| 10 | Not stopping at authorized bus stops on the Route |
| 11 | Delaying operation of Stage Carriage Services without cause. |
| 12 | Parking vehicles in stations against permitted rules and regulations. |
| 13 | Driver smoking, chewing tobacco, betel leaf while on board the bus |
| 14 | Picking and dropping passengers at unauthorized bus stops, if no conductor provided by TMTU |
| 15 | Late out of bus more than 15 minutes at the time of turn out. |
| | Quality |
| 16 | To operate vehicle with visible dents, damaged / torn external panels that are more than 6" in width. |
| 17 | Oil spillage on wheel rims, hubs, tyres, etc |



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Transport Manager

Thane Municipal Transport Undertaking

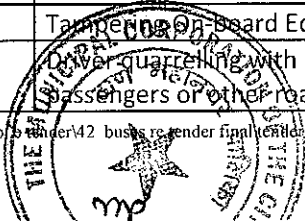
| | |
|----|--|
| 18 | Discoloration or unpainted repair work inside the bus or on any of its items |
| 19 | Not maintaining USB charging ports in ok condition |

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 | Deviating from the route of a service without the prior authorization or instruction of TMTU/ Police without due cause |
| 6 | Roof leakage, Surveillance system not working/ recording, CCTV defect |
| 7 | VTs system defect |
| | Quality |
| 8 | Dirty vehicle, outside or inside, at the beginning of the journey |
| 9 | Display of incorrect passenger route information, inadequately lit or illegible display of passenger information at any of designated locations for displaying passenger information on the bus |
| 10 | Not complying with Pollution Control Norms and/ or allowing the vehicle to emit a high level of visible exhaust (smoke). |
| 11 | Display of slogans, posters on the bus without prior approval of TMTU. |
| 12 | Running the bus with a lux level less than 70 in the saloon area |

c) Category "C" Infraction

| Sr. No. | Description of the infraction |
|---------|--|
| | Safety |
| 1 | To reduce the percentage of visual transmission of lights of safety glasses beyond normal as prescribed in Rule 100(2) of CMVR |
| 2 | To drive with lights off in the saloon area and/or destination boards after lighting uptime |
| 3 | Use of unauthorized electronic equipment by the driver while driving (Cell Phones, Walkman etc.) |
| 4 | Causing minor road accidents |
| 5 | Violation of any of the legal requirements related to registration, operation and maintenance of the buses |
| 6 | Fitment of an Air Pressure Horn |
| 7 | Driving the bus in a defective condition, getting battery discharged out |
| | Operations |
| 8 | Operating unauthorized trips such as trips which do not form part of the Schedule |
| 9 | Tampering On-Board Equipment |
| 10 | Over quarrelling with passenger(s) or road users or otherwise misbehavior with passengers or other road users. |



Signature
Transport Manager

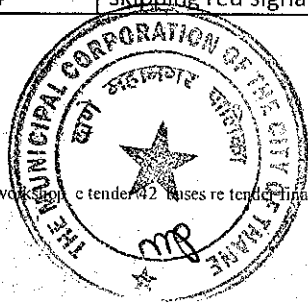
| | |
|----|---|
| 11 | Operational staff working beyond authorized working hours permitted under Applicable Laws. (Unless situation demands) |
| 12 | Breakdown / accidents – If the loss of kilometres is more than 5% of schedule kilometres of that bus on that day. |
| 13 | Air conditioning system defective en-route (AC buses) |
| | Quality |
| 14 | To use or modified colours and designs of the external paintwork of the vehicle outside the standards parameters as notified by Transport Division, TMTU. |
| 15 | To place advertising material not authorized by TMTU or to infringe regulations regarding advertising material in vehicles |
| 16 | Failure to refurbish the bus after Seventh year from date of put in service, per bus per day. |
| 17 | Failure to comply with the maintenance obligations and safety requirements |

d) Category "D" Infraction

| 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. |
| | Miscellaneous - Contractual Compliances |
| 3 | Failure to deliver incident information on time, as required by TMTU as specified in the Operator's Agreement |
| 4 | To refuse to accept the visits of TMTU inspectors or authorized representatives. To hide information or to provide partial or erroneous information. |
| 5 | Failure to provide adequate information to TMTU/ Police in relation to accident/s, injury to persons, damage to public / third party property |
| 6 | Misinformation or an attempt to hide anti-social incidents on the bus or accidents en-route |
| 7 | Driver carrying weapons/arms of any kind on board the bus/ on person while on Duty |

e) Category "E" Infraction

| 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 |



f) Category "F" Infraction

| Sr. No. | Description of the infraction |
|---------|-------------------------------|
| 1 | Not out of Bus |

g) Category "G" 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. |

h) Category "H" Infraction

| Sr. | Description of the infraction |
|-----|--|
| | Fatal Accidents" means any incident in which bus involved on road/ inside TMTU's depot / parking premises, which causes death to passengers / pedestrians. |

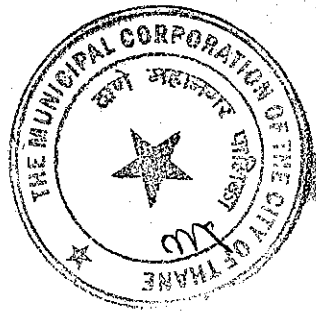


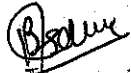
[Handwritten Signature]

Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 18
Indicative Layout Of The Parking Space

(To be attached at the time of Signing of the agreement)





Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 19

**Indicative Bus Service Area And Fleet Deployment
Plan**

(To be attached at the time of Signing of the agreement)

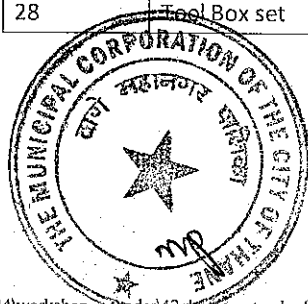



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 20
Indicative List Of Equipment To Be Provided By The
Operator

The below is only an Indicative requirement. However, the Authority reserves the right to review the equipment details and quantities at the time of entering into agreement

| Sl no | Equipment Description | Qty required per Depot |
|-------|--|------------------------|
| 1 | Air Compressors | 1 |
| 2 | Bus Washers | 1 |
| 3 | Brake and clutch liner riveting Machine | 1 |
| 4 | Pedestal Drilling machine | 1 |
| 5 | Hydraulic press | 1 |
| 6 | Brake units testing machine | 1 |
| 7 | Electric Welding Machine | 1 |
| 8 | Spray painting machine | 1 |
| 9 | Tyre pressure gauges | 1 |
| 10 | Hub pullers | 1 |
| 11 | Decanting Pump | 1 |
| 12 | Torque wrenches | 1 |
| 13 | Hydraulic Jacks | 1 |
| 14 | Pit trolleys | 1 |
| 15 | Bench vices | 1 |
| 16 | Working tables | 1 |
| 17 | Greasing machine | 1 |
| 18 | Gas Welding machine set | 1 |
| 19 | Battery Chargers for Charging Battery used for Vehicle Accessories | 1 |
| 20 | Matra Jack | 1 |
| 21 | Electric clamp meter | 1 |
| 22 | Meager and Cable testing Equipment | 1 |
| 23 | Bench Grinder | 1 |
| 24 | Portable drilling machine | 1 |
| 25 | Wheel alignment gauge | 1 |
| 26 | Hot plates for tube repairing | 1 |
| 27 | Chassis stands | 1 |
| 28 | Tool Box set | 1 |



Aselwe
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 21

List of Authority Clearances and Operator Clearances

| Sr. No. | Permission/ Clearance | Party responsible |
|---------|---|-------------------|
| 1 | Vehicle Registration | Successful Bidder |
| 2 | Insurance for Electric Buses, upstream and downstream Electrical & Civil Infrastructure and other Authority owned assets like Depot | Successful Bidder |
| 3 | Stage Carriage Permit | Successful Bidder |
| 4 | No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable | TMTU |
| 5 | Fare Notification | TMTU |
| 6 | Pollution Under Control Certification | Successful Bidder |
| 7 | Road worthiness Certificate / Fitness Certificate for Electric Buses | Successful Bidder |
| 8 | Passenger Tax | TMTU |
| 9 | Toll Tax | Successful Bidder |
| 10 | GST | Successful Bidder |



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Annexure 22

Parking Space License Agreement

Thane Municipal Transport Undertaking (TMTU) having its registered office in Thane (hereinafter referred to as "The Authority" which expression shall include its successors and permitted assigns);

AND

_____ having its office at
[] (hereinafter referred to as "the Operator", which expression shall include its successors and permitted assigns);

ANDWHERE AS

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

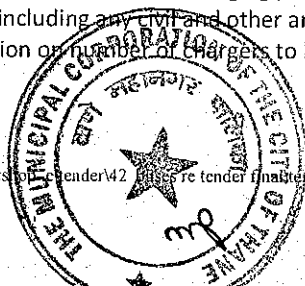
All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator's Agreement.

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

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

This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Parking Space License or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("License Period").

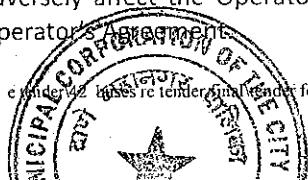
Operator will make bulk power available at Depot Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution.



1. The Operator shall bear the electricity costs related to charging of the buses only.
2. The Operator shall be liable to pay bills for utilities such as electricity (for lighting, use of equipment's for repair and Maintenance etc), water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.
3. Insurance
 - a. The Operator shall not keep or do in or about the Parking Space anything which is liable to increase any of the risks against which the Parking Space infrastructure (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased.
 - b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Depot attributable to such breach.
 - c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
 - d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.
3. **Cession and Subletting**
The Operator shall not be entitled to:
 - a. cede all or any of its rights or delegate any of its obligations under this Parking Space License Agreement;
 - b. sublet the Parking Space in whole or part; or
 - c. give up possession and/or control of the Parking Space to any third party, without the Authority's prior written consent.
4. **Operator's Obligations**

The Operator shall:

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



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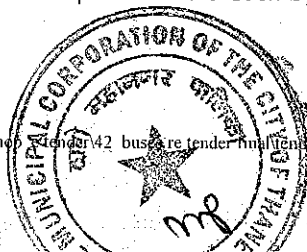
5. Maintenance and Repairs

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

- a. Throughout the License Period maintain in good order and condition the interior and exterior of the Parking Space and all parts thereof, including (without limitation of the generality of this obligation) all, appurtenances, fixtures and fittings contained in the Parking Space.
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Parking Space from time to time during the License Period, whatever the cause of such damage, and including damage to any part of the interior of the Parking Space or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Parking Space License Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Parking Space shall be deemed, at the commencement of this Parking Space License Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing within [15 (fifteen)] Business Days after having taken possession of the Parking Space of the need for any repairs to in the Parking Space or of the fact that any part of the Parking Space including any appurtenance, fixture or fitting, is damaged, missing, or out of order.
- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Parking Space at the Authority's own expense.
- f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Parking Space and all parts thereof.
- g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

6. Alterations, additions and improvements

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



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Thane Municipal Transport Undertaking

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- c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Parking Space shall, on termination or cancellation of this Parking Space License Agreement, become the property of the Authority and may not be removed from the Parking Space at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.

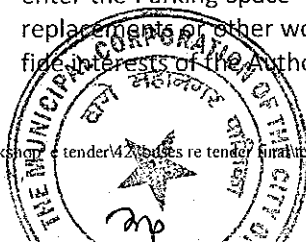
7. Exclusion of Liability

- a. The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:
- any negligent act or omission of the Authority or any agent or servant of, or Operator to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, laborer, workman, watchman, guard or commissionaire, excluding gross negligence and/or willful default;
 - any failure or suspension of, or any interruption in, the supply of water, electricity, heating, or any other amenity or charging infrastructure or service to the Parking Space (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
 - any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Parking Space, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;
 - any interruption of, or interference with, the enjoyment or beneficial occupation of the Parking Space or any parts of the common Parking Space caused by any building operations or other works to or in the Parking Space, whether by the Authority or by anybody else; or
 - any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Parking Space, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.
- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

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

The Authority may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Operator or any other occupier of the Parking Space :


- a. enter the Parking Space in order to inspect it, to carry out any necessary repairs, replacements or other works, or to perform any other lawful function in the bona fide interests of the Authority; or



- b. carry out elsewhere on the Parking Space (or any part thereof) any necessary repairs, replacements or other works, provided that the Authority shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Depot by the Operator.
9. Damage to or destruction of Parking Space
- a. If the Parking Space is destroyed or so damaged that it can no longer be beneficially occupied, this Parking Space License Agreement shall, unless the
- b. Parties agree otherwise in writing, terminate when that happens in respect of that Parking Space.
- c. If the Parking Space is damaged but can still be beneficially occupied, this Parking Space License Agreement shall remain in force and the Authority shall repair the damage without undue delay.
10. Special Remedy for Breach
- a. Should the Operator be in breach of any of the terms or conditions of this Parking Space License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within [7 (seven)] Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably require in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to terminate this Depot License Agreement with immediate effect, be repossessed of the Parking Space, and recover from the Operator such damages sustained as a result of the breach and the termination of this Parking Space License Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Parking Space License Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Parking Space License Agreement) and in particular any right of termination of this Parking Space License Agreement on the ground of a material breach of this Depot License Agreement.
- c. In the event of the Authority having terminated this Parking Space License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Parking Space with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Parking Space or any part thereof.
11. Right to Negotiate Renewal
- If the Bus Operator's Agreement is renewed and/or extended beyond its Term, the Parties agree to negotiate in good faith for renewal of this Depot License Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.



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

SIGNED ON BEHALF OF THE AUTHORITY

_____ (Signature)

_____ (Name)

_____ (Designation)

SIGNED ON BEHALF OF OPERATOR by the hand of its authorized representative

_____ (Signature)

_____ (Name)

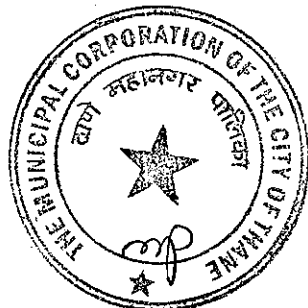
_____ (Designation)

SIGNED ON BEHALF OF SELECTED BIDDER by the hand of its authorized representative

_____ (Signature)

_____ (Name)

_____ (Designation)



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

Schedule 1

to License Agreement

Details of Parking Space Infrastructure handed over to Operator during execution of Agreement

| | |
|--------------------------|--|
| Date of Handover | |
| Address of Parking Space | |
| Area of Parking Space: | |
| Facilities | |
| Utilities | |
| Security | |

Depot infrastructure and charges

The following depot infrastructure will be provided by the TMTU transportation wing

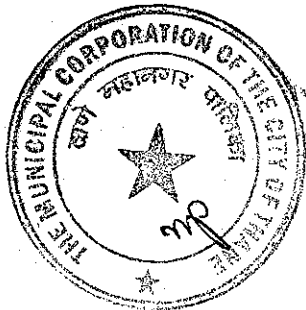
- A. Open parking space for parking of the buses and space of installation of charger an infrastructure at Rs.1/- per bus per annum + taxes (GST and property tax) at depot/Terminus.
- B. Covered /Utility space with/without infrastructure of TMTU at Rs.1/- per sq. feet per month + taxes (GST and property tax)
 - 1) upto 5 nos. pits if available at allocated depot
 - 2) washing shed for cleaning & washing of buses at the depot site (2bus area) (on sharing basis) if available
 - 3) 1 no. chassis washing ram (on sharing basis) if available
 - 4) 1 no. repair bay if available
- C. For lavatory/toilets Rs.1/- per depot per month + taxes (GST and property tax) + day to day cleaning

We have inspected the above Parking Space premises and are satisfied as to its condition. We undertake to maintain the above premises in good working condition as per standard practices and terms and conditions of the Agreement. We understand that the premises above are only being licensed to us for the purpose of parking, charging and maintenance of the Contract Electric Buses, Transformers and charges and associated Electrical and Civil Infrastructure during the Contract Period and shall not be used for any other purpose. We confirm to return the above premises to the Authority at the end of the Contract Period in the same condition as found when we took over. The Authority shall not bear liabilities arising from the use of these Premises.

We have accepted the right to use the Space allotted in Depot(s) on _____ (date)

For Operator

Name, Sign, Time and Place



B. S. Mehta

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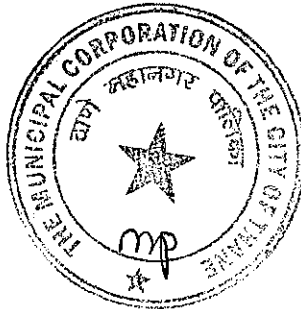
Schedule 'A'

Operator Agreement

Supply, Operation and Maintenance

of

25Nos. 9mtr. & 17 Nos. 12mtr. ACElectric
Buses in the City of Thane and suburban cities.



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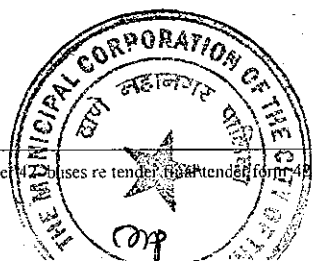
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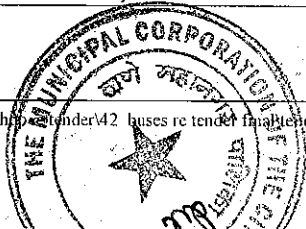
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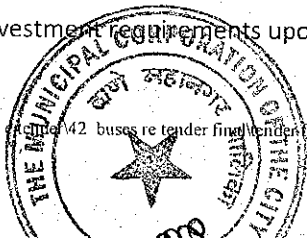
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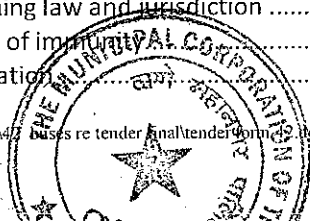
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Transport Manager
Thane Municipal Transport Undertaking

SCHEDULE-N PASSENGER CHARTER

SCHEDULE-O STAFFING QUALIFICATIONS.....

SCHEDULE-P VESTING CERTIFICATE.....

SCHEDULE-Q DATA MONITORING SYSTEM.....

SCHEDULE-R PANEL OF CHARTERED ACCOUNTANTS.....

SCHEDULE-S SUBSTITUTION AGREEMENT

SCHEDULE-T STATEMENT OF INPUT COSTS



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Transport Manager
Thane Municipal Transport Undertak.
Thane Pin-400604.

Part I

Preliminary

SUPPLY-CUM-OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into on this {the day of.....
20.....}

BETWEEN

- 1 THE [.....] OF [•] represented by [•], and having its offices at [•] (here in after 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) The Authority had resolved to procure electric Buses through a supply-cum-maintenance contract which will inter alia include setting in accordance with the terms and conditions to be set forth in the supply - cum - maintenance agreement (the "Agreement").
- (B) The Authority had accordingly invited proposals by its Request for Qualification No. *****
(the "Request for Qualification" or "RFQ") for short listing of bidders and had shortlisted certain bidders including, inter alia, the {the selected bidder/ consortium comprising
..... and (collectively the "Consortium") with
as the Lead Member}.
- (C) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP") from the bidders shortlisted pursuant to the
RFQ for undertaking the Project.
- (D) After evaluation of the bids received, the Authority had accepted the bid of the {selected bidder/ Consortium} (the "Selected Bidder") and issued its Letter of Award No. dated
..... (hereinafter called the "LOA") to the Selected Bidder requiring, inter alia, the execution of this Agreement within 30 (thirty) days of the date of issue thereof.
- (E) The Selected Bidder himself or along with associated since promoted and incorporated the as a limited liability company under the Companies Act 2013 or / Consortium, and has requested the Authority to accept the Operator as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for undertaking the Project.
- (F) By its letter dated, the Operator has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter

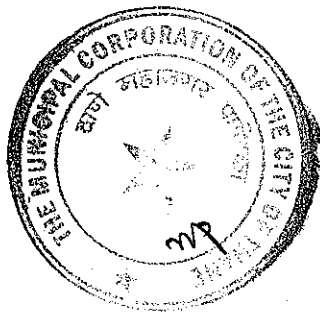


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into this Agreement pursuant to the LOA. The Operator has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.

- (G) The Authority has {agreed to the said request of the Selected Bidder and the Operator, and the Parties have accordingly} agreed to enter into this Agreement with the Operator for Supply-cum-Operation and Maintenance of Buses and for setting up of the Electric Bus charging station(s) and maintenance facilities which ever are not available at the facility provided by the Authority for vehicle maintenance at Kalwa Depot, 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:



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions:

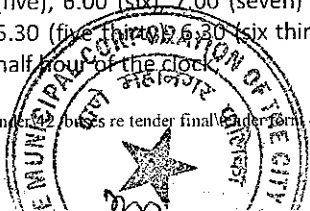
The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 43) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning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

The definition included in this agreement as per RFP and corrigendum will be binding on the both parties.

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;
- (h) 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. Hence 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



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Transport Manager

- (j) any reference to 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 Mumbai are generally open for business;
- (l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (m) any reference to "quarter" shall mean a reference to the period of 3 (three) months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- (n) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (o) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (p) the words importing singular shall include plural and vice versa;
- (q) references to any gender shall include the other and the neutral gender;
- (r) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- (s) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (t) references to the "winding-up", "dissolution", "insolvency", or "re-organization" 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, authorization, 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;



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- (w) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (x) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;
 - (y) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and
 - (z) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties 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.

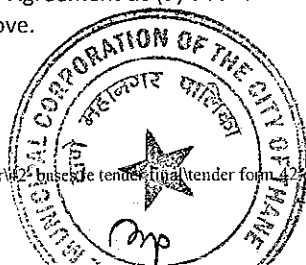
1.3 Measurements and arithmetic conventions

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) above.



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

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) Between any value written in numerals and that in words, the latter shall prevail.

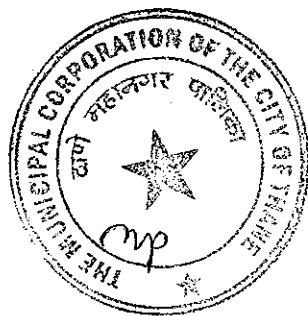


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Part II

Scope of the Agreement



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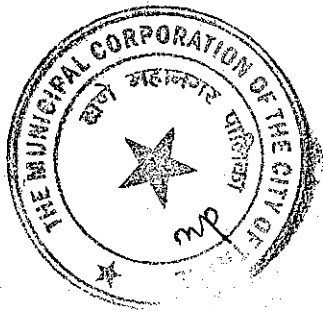
ARTICLE 2

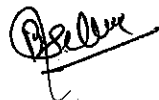
SCOPE OF THE AGREEMENT

2.1 Scope of the Agreement

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

- (a) supply of 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; and




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**ARTICLE 3
AWARD OF CONTRACT**

3.1 The Contract

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Authority issued an Letter of award to the Operator the right to procure, supply, Operate and Maintain the Buses and Operate and Maintain the Maintenance Depots and charging station for the period specified herein (the "**Contract**") for a period of 12 (Twelve) years, and the Operator hereby accepts the Contract and agrees to implement the same 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 Contract hereby granted shall oblige or entitle (as the case may be) the Operator to:

- (a) procure, and supply Buses in accordance with the provisions of this Agreement;
- (b) Operate and Maintain the Buses in accordance with the provisions of this Agreement;
- (c) Right of Way, access and license in respect of Depot Sites for performing its Maintenance Obligations;
- (d) perform and fulfill all of the Operator's obligations under and in accordance with this Agreement;
- (e) 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; and
- (f) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement nor transfer, sub-lease, sub-license or part possession of the Maintenance Depots and the real estate related thereto including the Depot Site, save and except as expressly permitted by this Agreement.




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ARTICLE 4
CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as provided in [Articles 4, 7, 8, 9, 10, 22, 30, 40 and 43], 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 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 Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth in this Clause 4.1.2 within a period of 90 (ninety) days of the notice, and the Condition 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:

- 4.1.3 The Conditions Precedent required to be satisfied by the Operator within a period of 120 (one hundred and twenty) days from the date of this Agreement shall be deemed to have been fulfilled when the Operator shall have:
- (a) provided Performance Security to the Authority pursuant to Article 9;
 - (b) executed and procured execution of the Substitution Agreement;
 - (c) delivered to the Authority from (the Consortium Members, their respective) confirmation, in original, of the correctness of their representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1;
 - (d) procured all the Applicable Permits specified in Schedule-C unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date Specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;
 - (e) executed the Financing Agreements and delivered to the Authority 2(two) true copies thereof, duly attested by a Director of the Operator;
 - (f) delivered to the Authority 2 (two) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Operator, along with 2 (two) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and
 - (g) 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;

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.



[Signature]

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated 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 week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied. For the avoidance of doubt, the Operator shall, upon satisfaction or waiver, as the case may be, of all the Conditions Precedent, notify the Authority of the occurrence of the Appointed Date.

4.2 Damages for delay by the Authority

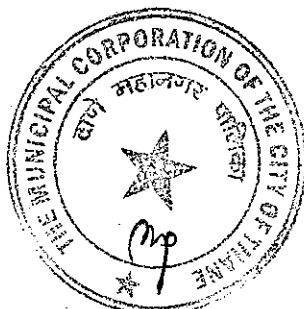
In the event that (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall not pay any damages to the Operator until the fulfillment of such Conditions Precedent.

4.3 Damages for delay by the Operator

In the event that (i) the Operator does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure, 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 fulfillment of such Conditions Precedent, subject to a maximum amount equal to the Bid 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 fulfillment of the Condition Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Operator under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, 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 the extended period provided in accordance with this Agreement, 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 for reasons attributable to the Operator, the Performance Security of the Operator shall be encashed and appropriated by the Authority as Damages thereof.



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Thane Pin-400604.

ARTICLE 5
OBLIGATIONS OF THE OPERATOR

5.1 Obligations of the Operator

5.1.1 The Operator shall procure the Buses as per the Procurement 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 The Operator shall procure at its cost and expense, all Applicable Permits from Government Instrumentalities including but not limited, the certificate of registration, certification of fitness from the relevant RTO having jurisdiction over the Project 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, procure finance for and undertake the design, engineering, procurement, construction and operation of the Maintenance Depots for the maintenance of Buses and shall observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

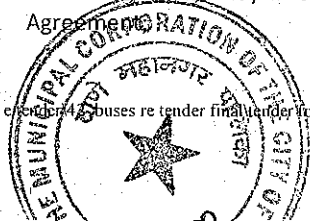
Other than existing facilities, machinery, construction required for the smooth & efficient operation of electric buses the expenditure for the same should be Borne by the operator.

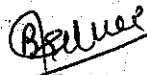
5.1.4 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.5 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.

5.1.6 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 Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
- (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Buses and Maintenance Depots;
- (c) perform and fulfill its obligations under the Financing Agreements;
- (d) 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;
- (e) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under this Agreement;
- (f) 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 volatile of any of the provisions of this Agreement.

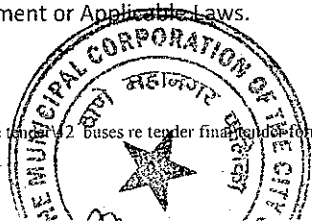



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- (g) ensure that Users are treated with due courtesy and provided with ready access to services and information;
- (h) support, cooperate with and facilitate the Government in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
- (i) 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.
- (j) Transfer or hand over the Maintenance Depots (Civil and immovable infra established by Operator) to the Authority upon Termination of this Agreement, in accordance with the provisions thereof.

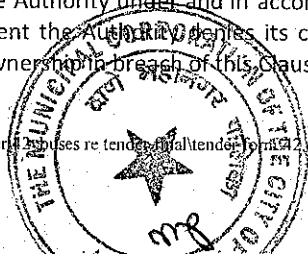
5.2 Obligations relating to Project Agreements

- 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 the Project Agreements or any other agreement, and no default under any 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 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 imposing or increasing any financial liability or obligation on the Authority, 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, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Operator.
- 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 may, in its discretion, deny if 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.



[Handwritten signature]

- 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Operator shall not sub-license, assign or in any manner create an Encumbrance on any Project Asset forming part of Real Estate Development without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such 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.
- 5.2.6 Notwithstanding anything to the contrary contained in Clause 5.2.5, the Operator shall not assign except with prior written consent of the Authority on any Project Asset forming part of Real Estate Development at any time prior to the [3rd (third) anniversary] of the Appointed Date. For the avoidance of doubt, the restriction imposed herein shall not apply to assignment under the Substitution Agreement.
- 5.2.7 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. 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(s) of each of the Project Agreements, where under such counter party(s) 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.
- 5.2.8 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 with information of the Authority from national security and public interest perspective, For the avoidance of doubt, it is expressly agreed that information to the Authority hereunder 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
- 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) It is agreed that in the event of any acquisition of shares or control in the Lead Member or its holding company by another overseas entity, which results in a Change in Ownership as set forth in this Clause 5.3.2, the Operator shall inform the Authority of such occurrence within 15 (fifteen) days thereof and seek consent of the Authority under and in accordance with the provisions of this Clause 5.3. In the event the Authority denies its consent to such Change in Ownership, a Change in Ownership in breach of this Clause 5.3 shall be deemed to have occurred.



For the purposes of this Clause 5.3.2:

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

Equity, or the control of the Board of Directors, as the case may be, of the Operator;
- (ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Operator; and
- (iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India) 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.

5.5 Obligations relating to employment of personnel

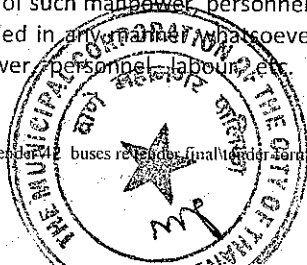
- 5.5.1 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 5.5.2 The Operator shall, notwithstanding its obligations contained herein for employment and training of staff, undertake capacity building training and workshops for Bus maintenance, Maintenance Depots and other infrastructure operations and maintenance etc., as may be directed by the Authority and in accordance with Article 23 hereto.
- 5.5.3 The Operator shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times properly trained and possess the requisite skill and qualifications as per Good Industry Practice for undertaking their respective functions as provided in Article 23 of this Agreement.
- 5.5.4 The Operator agrees that Drivers appointed by it for the performance of Services shall comply with the requirements set forth in Schedule-O.



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- 5.5.5 Prior to engaging any Driver for operating the Buses, under and in accordance with this Contract, the Operator shall ensure that each such Driver receives a combination of classroom instruction and behind-the-wheel instruction as specified in Article 23 sufficient to enable each Driver to operate the Bus in a safe and efficient manner in terms of this Contract.
- 5.5.6 The Operator shall ensure that each Driver receives refresher training course from time to time during the Contract Period as specified in Clause 23.2.
- 5.5.7 The Authority may require the Operator to immediately remove any staff member/ personnel employed by the Operator for the purpose of the Project, subject to provision of reasonable evidence, who in the opinion of the Authority:
- (a) persists in any misconduct;
 - (b) is incompetent or negligent in the performance of his duties;
 - (c) fails to conform with any provisions of this Contract; or
 - (d) persists in any conduct which is prejudicial to the safety and security of the passengers and general public.
- 5.5.8 The Operator shall be solely and exclusively responsible for all Drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under its continued supervision to provide Bus Service in a safe and efficient manner to the public. 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 keep the Authority indemnified in this regard for any claim for payment raised by such foregoing persons.
- 5.5.9 The Operator shall ensure that all Drivers, personnel and staff wear uniform 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.
- 5.5.10 The Operator shall be responsible for all the costs and expenses for employment of Drivers and other personnel including expenses for travel, training of its employees, and payment to vendors engaged by the Operator in connection with the implementation of this Project.
- 5.5.11 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 Contract by exercising supervision and control over the establishment;
- 5.5.12 The Operator shall be responsible for employing any and all 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.

5.6 CLAUSES FOR ADVERTISEMENT ON THE BUSES

5.6.1. The Operator shall have rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.

5.6.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment.

5.6.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.

5.6.4. Advertisement rights shall be limited for the following spaces in the contracted buses:

a) Interior

- LED Displays near back door and behind driver seat
- Advertisement panel on the back of passenger seats
- Advertisement panel on the Standee passenger hand hold

b) Exterior

Full wrap / panels of buses excluding space as per CMVR, RTO rules and approved by TMTU authority.

5.6.5. The dimensions and color schemes of the advertisement panels shall be finalised in consultation with the Authority.

5.6.6. The Advertisement should not be anti-social, vulgar, unlawful and should require permission of Authority. The Authority shall have the right to regulate the Advertisement. The Operator shall not display any Advertisement that is on the negative content as detailed below, irrespective of the time of the day and scale of the advertisement. Such negative content list is mentioned below:

a) Advertisement banned by the Advertisement Council of India or by law.

b) Advertisements of goods or services which are prohibited by any law

c) Advertisement of Political Parties.

d) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.

e) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.

f) Advertisements containing sexual overtone and/ or nudity.

g) Advertisements glorifying exploitation of women or child.

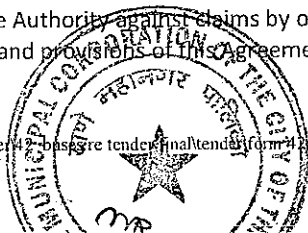
5.6.7. Reservation for Authority for Advertisement on buses:

Operator should kept 5% buses for advertising as and when required by Authority for public Information related advertisement.

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. 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.



Signature

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 may 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 Project and achieve integration of the Buses and Maintenance Depots with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Operator shall if required, engage professional architects, town planners and consultants of repute for ensuring that the design of the Project meets the aforesaid aesthetic standards.

5.10 Obligations relating to noise control

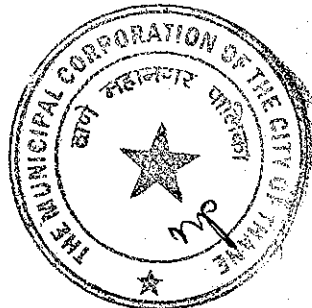
The Operator shall take all such measures as may be necessary in accordance with Applicable Laws and Good Industry Practice to control and mitigate the noise arising from the Buses and the Maintenance Depots and its impact on Users and the neighbourhood.

5.11 Facilities for physically challenged and elderly persons

As per CMVR.

5.12 Obligations relating to charging infrastructure

The Operator agrees that it shall provide for charging infrastructure at the Maintenance Depots and terminus as per requirement of authority and deployment plan of buses and shall provide adequate infrastructure for metering of consumption of electricity at each of the individual charging stations. The Operator agrees that it shall ensure that the charging stations installed at the Maintenance Depots are used only for the purpose of charging of Buses and no other purpose whatsoever.



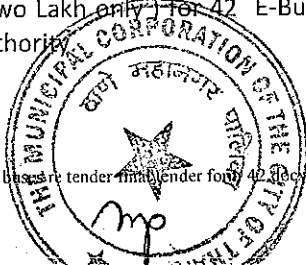
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ARTICLE 6
OBLIGATIONS OF THE AUTHORITY

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) provide the routes to be undertaken by the Operator as detailed in Clause 16.4 herein and in accordance with the Fleet Plan;
 - (b) Depot Site shall be in operation (existing) depots of Authority. It will be at kalwa Depot Or Any other plot in Thane.
 - (c) provide, or cause to be provided, road connectivity at any location on the boundary of the Maintenance Depots; Land should be having proper drain facilities without causing any stagnation of water during rains or floods to enable hassle free charging of buses.
 - (d) Deleted
 - (e) upon written request from the Operator, assist the Operator in obtaining access to all necessary infrastructure facilities and utilities, consumables like including water and electricity for the Maintenance Depots. Such cost will be borne by Operator.
 - (f) Deleted
 - (g) Deleted
 - (h) 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;
 - (i) support, cooperate with and facilitate the Operator in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - (j) Authority is responsible to provide Space/Land and electric transmission lines at Depots only and any such en-route requirement for space/Land/Terminal or Electricity for charging arises for Operator shall be arranged accordingly by Operator itself. Authority has no obligations on account of this.
 - (k) Authority during Vandalism, Riots, Force majeure conditions, grid failures and power cuts and any reason there of which is not on account of Operator, shall not be considered as obligations of Operator.
 - (l) Subsidy and Grant:

The selected bidder will be provided with demand incentive of Rupees 15.52,00,000/- (Fifteen crore fifty-two Lakh only) for 42 E-Buses (AC) under NCAP (15th Pay Commission Fund) scheme by Authority.

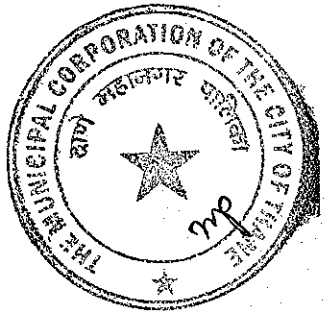



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The entire demand incentive amount will be released to the selected bidder as per following installments.

| Installment No | The activity being completed after proto inspection | Percentage of demand subsidy to be released |
|----------------|---|---|
| 1 | After the issue of supply order and signing of the agreement by TMT with selected bidders; after inspection | 20% |
| 2 | Delivery of Buses with registration and driver | 40% |
| 3 | After 6 months of the successful commercial operation of Buses. | 40% |

The Operator shall agree to submit the Subsidy Bank Guarantee an amount equal to the subsidy transferred to the Operator in favour of "Parivahan Seva, Thane Mahanagarपालिका Thane". The Subsidy Bank Guarantee should be from any Nationalized Bank for entire period of 5years.




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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 organized 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 authorize 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 Authority 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;



[Handwritten Signature]

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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 (i) 51% (fifty one per cent) of its issued and paid up Equity on the date of this Agreement and a period of [3 (three)] years from the date of COD; and (ii) 10% (ten per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Term; {and that no Member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification shall hold less than 10% (ten per cent) of the issued and paid up Equity till};
- (l) {the Selected Bidder/ Consortium Members and its/their} Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (m) {the Selected Bidder/ each Consortium Member} is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Operator pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (n) all its rights and interests in the Maintenance Depots 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 Authority 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 Operator in response to the Request for Qualification and Request for Proposals 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;



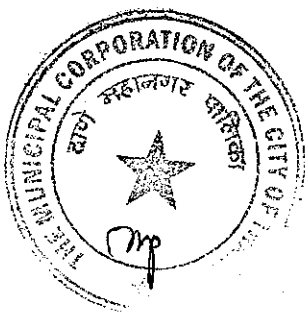
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- (b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement 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 Authority 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 has power and authority to grant a license, in respect thereto to the Operator;
- (h) upon the Operator submitting the Performance Security and complying with the covenants herein, 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) Upon the Operator submitting a written request to this effect with necessary particulars, 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.



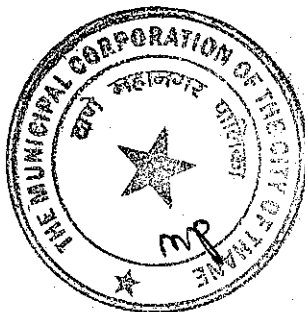
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ARTICLE 8 DISCLAIMER

8.1 Disclaimer

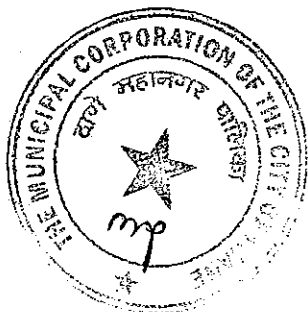
- 8.1.1 The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Agreement, Specifications and Standards, Site, Depot Sites, existing structures, local conditions, physical qualities of ground, subsoil and geology and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Tender documents and corrigendum thereto, 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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Part III

Development and Operations



B. Bellu
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ARTICLE 9
PERFORMANCE SECURITY

9.1 Performance Security (PS)

9.1.1 The Operator shall, for the performance of its obligations hereunder till the expiry of the Contract Period, provide to the Authority before signing this Agreement, an irrevocable and unconditional guarantee from any Nationalized Bank in favour of "ParivahanSeva, Thane Mahanagar palika Thane" for a sum equivalent to Rs. 1,00,000/- (One lakhs Rupees) per bus or as per clause no. 6.1.2 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.

9.2 Appropriation of Performance Security

Upon occurrence of an Operator Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Operator Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, 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 fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 32. Upon such replenishment or a fresh Performance Security, as the case may be, the Operator shall be entitled to an additional Cure Period of [120 (one hundred and twenty)] days for remedying the Operator Default or for satisfying any Condition Precedent, and in the event of the Operator not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 32.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect during the Contract Period and shall returned to the Operator upon Termination of this Agreement upon 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 outstanding dues under the terms of this Agreement.



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**ARTICLE 10
LAND FOR DEPOTS**

10.1 Site for the Maintenance Depots

The site for the Maintenance Depots shall be the existing Kalwa Depot.

10.2 License and Right of Way for Depot Sites

10.2.1 The Authority hereby grants to the Operator access to the Depot Site for carrying out any surveys, investigations and tests that the Operator may deem necessary prior to the Appointed Date it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Operator on or about the Depot Site pursuant hereto in the event of Termination or otherwise.

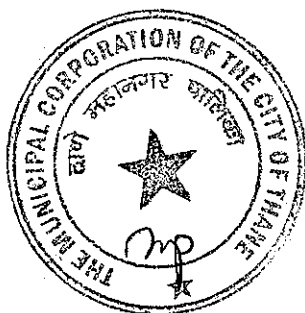
10.2.2 The Authority shall provide and grant to the Operator, vacant access, constructive possession and Right of Way to the Depot Site on or prior to the dates specified below:

- (a) the Depot Site situated at Kalwa shall be provided within {3} months of the Appointed Date; and

10.2.4 Deleted.

10.3 Deleted.

10.4 Deleted.



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ARTICLE 11
UTILITIES, ASSOCIATED ROADS AND TREES

- 11.1 Deleted.
- 11.2 Deleted.
- 11.2.1 Deleted.



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ARTICLE 12
CONSTRUCTION OF THE MAINTENANCE DEPOTS

12.1 Construction of Depot (Basic Civil Works):

12.1.1 Authority will provide existing depot for operation and maintenance of contracted buses.

Depot Site shall be in operation (existing) depots of Authority. It will be at Kalwa (Thane) Depot in Thane. However, authority can be allotted other depot or terminus.

12.1.2 Depot Maintenance will be responsibility with operator i.e. repair of roads etc.

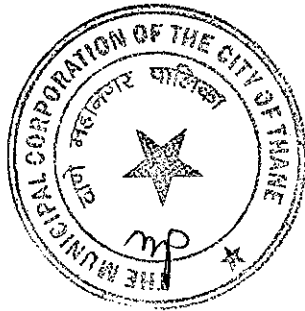
12.1.3 The Authority shall provide HT Power Line, 3-phase] connection for charging of Buses at Depot site.

12.1.4 An inventory of the Site including the land, buildings, structures, road works and any other immovable property shall be shared by the Authority and the Operator.

12.1.5 If bus washing plant exist at depot, will be made available for use of operator and shall be maintained by operator.

12.1.6 Authority will help to get Water supply connection to depot. Connection charges & Monthly bill shall be borne by Operator.

12.2 Other than existing infrastructure if Separate office in depot if required by Operator only land/space will be provided by Authority.




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ARTICLE 13
PROCUREMENT OF BUSES

13.1 Standards and Specifications

The Operator shall procure and deploy Buses in accordance with the specifications and standards of Buses provided in Schedule-B.

13.2 Ownership of Buses

The Operator agrees that it shall be solely responsible for procurement of Buses. Subject to the terms of this Agreement, the Parties agree that during the Contract Period, ownership of Buses shall remain with the Operator/ its associated Consortium member/JV company and the Operator shall cause all Buses to be registered in the name of the Operator/consortium member/JV company and the Authority shall not exercise any right, title, or interest over any of the Buses, subject to the terms of this Agreement.

13.3 Procurement of Buses

The Operator shall procure Buses as per the Procurement Schedule provided in Schedule-G hereto and shall ensure readiness of Buses for commencement of Services (the "**Scheduled Commencement of Services**") in accordance with Article 14. The Operator further agrees that prior to procurement of 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 Prototype Inspection:

Prototype inspection will be carried out within 3 months after issuing LOA and necessary modifications will be informed accordingly. TMTU shall appoint CIRT as third-party agency for carrying out joint stage wise inspection i.e., structural, paneling and final inspection of prototype and also for final inspection of each lot of other buses.

All expenses incurred towards CIRT and TMTU teams during the course of all inspection activities, shall be borne by the Successful Bidder. Applicable fees of CIRT for all inspection activities shall be borne by Successful Bidder.

13.5 Deleted

13.5.1 Deleted

13.5.2 Deleted

13.5.3 Deleted

13.5.4 Deleted

13.6 Supply of Prototype

13.6.1 The Operator shall, no later than [90 (Ninety)] days from the Date of LOA, induct chassis of 12Mtr & 9 Mtr for a Prototype and demonstrate to the Authority for stage wise and final inspection.

13.6.2 Deleted

13.7 Acceptance of Prototypes

13.7.1 Deleted

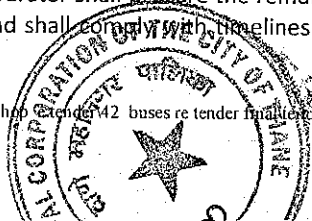
13.7.2 Prior to accepting the delivery of Prototype, the Authority inspect the Prototype in accordance with the provisions of Clause 13.4.

13.7.3 Deleted

13.8 Technical Specification of bus given by Operator in RFP offer will be binding on Operator. Also ITMS specification should be as UBS-II specification, RFP and compliance with CMVR and compatible with Authority existing ITMS system.

13.9.* Procurement of Buses

Upon approval of the Prototype Bus in accordance with the provision of Clause 13.7, the operator shall procure the remaining Buses in accordance with the provisions of Schedule -G and shall comply with timelines specified therein. The operator agrees that the Buses shall



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Pune Municipal Transport Undertaking

include the same specifications and standards as the approved Prototype provided in this Article 13.

| Sl. No | Lot | Timeline |
|--------|---|--|
| 1 | Submission of prototype for Final inspection and approval | 90 days from issuing Date of LOA |
| 2 | Delivery of Balance Buses | Within 180 days from issuing date of LOA |

Work order will be issued after execution of agreement.

Quantity Variation Clause:

The Bidders may note that the quantity of Buses awarded to them is subject to addition of +25% variation for SD AC, Midi AC Electric buses, within one year from date of opening of technical bids at the option of TMTU, keeping in mind their operational requirements.

13.9 Delays in Procurement

13.9.1 On the successful Bidder failing to deliver the Buses as per the delivery schedule, mentioned herein and in the Contract work Order the Transport Manager or his authorized Representative shall be at liberty, without further reference to Successful Bidder to recover from it Liquidated Damages of Rs.2000/- per Bus, Per day of delay upto the date of supply of buses to T.M.T.U. with RTO Registration at the bus depot designated by T.M.T.U.

13.9.2 Deleted

13.9.3 The Damages payable by the Operator shall become due and payable within [15 (Fifteen)] days of receipt of notice in this regard from the Authority.

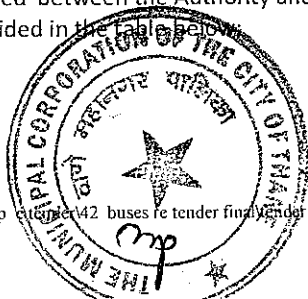
13.10 Readiness for Commencement of Service

13.10.1 The Operator agrees that it shall undertake such activities as required under Applicable Law, Applicable Permits and Good Industry Practice for achieving Readiness for Commencement of Services. Without limiting the generality of the foregoing, the such activities shall include:

- (a) Joint inspection of Buses with the Authority;
- (b) Certificate of Registration;
- (c) Certificate of Fitness;
- (d) Payment of M.V taxes;
- (e) Insurance of Buses as specified in Article 25; and
- (f) Any other readiness related activity to ensure roadworthiness of the Buses.
- (g) All the inspection fees on various stages of bus body building shall be borne by the operator along with the travelling and other expenditure.

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 [45 (forty five)] 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 responsibility to pay taxes and statutory charges related to Bus Services would be divided between the Authority and the Operator as mentioned in the responsibility matrix provided in the Tender document.



| Sr. No. | Taxes and Statutory Levies | Parties responsible for payment |
|---------|---|---------------------------------|
| 1 | Vehicle Registration & Other Charges for Issuance of RC | Operator |
| 2 | Insurance premium for the Buses and other assets exclusively used by operator and owned by the Authority | Operator |
| 3 | Motor Vehicle tax (as applicable for both Inter and Intracity operations) | Operator |
| 4 | Passenger Tax | TMTU |
| 5 | Stage Carriage Permit | Operator |
| 6 | Goods Service Tax | Operator |
| 7 | Fitness Renewal Certificate | Operator |
| 8 | No objection certificate from State Transport Department or RTA or from State Transport Undertaking as applicable | TMTU |
| 9 | Fare Notification & Collection | TMTU |
| 10 | Pollution Under Control Certificate | Operator |
| 11 | Toll charges | Operator |

Other taxes if any levied have to be borne by the operator.

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 affected parties, as a result of such accident of the Bus and the Operator agrees that it shall keep the Authority indemnified against any third-party claims arising from such accidents.

13.11.3 The Operator shall notify the relevant Government Instrumentalities and the Authority of any accidents verbally, within [3 (Three)] hour of its occurrence followed by a written notice and in the event, such accident involves any fatality, the Operator shall intimate such accident verbally within 30 (Thirty) minutes of the occurrence of such accident, followed by a written notice. Where any persons involved in the accident have suffered injuries, the Operator shall co-ordinate with the relevant Government Instrumentalities to ensure timely medical help and treatment. The Authority shall provide reasonable assistance support to the Operator on best efforts basis.

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 and all cost should be borne by Operator. 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 Service for the remaining Contract Period. In case if vehicle repair requires additional time, the operator can temporarily arrange for spare Electric bus which can be continued in operations till the accident vehicle is repaired to the satisfaction of Authority

However, Operator has to maintain Assured fleet availability as per tender terms and minimum guaranteed kilometers will be given on available fleet only.



Operator to make available to the Authority a fixed proportion of the Contracted Buses upon the COD of any Lot of the Contracted Buses, for maintaining continued and uninterrupted operations of Bus Services as per the terms of this Agreement. This proportion shall be 93%, 92%, 91% of each Lot of Contracted Buses on a shift basis in the 1st, 2nd and 3rd year of the Contract Period for each Lot of Contracted Buses respectively, and 90% thereafter up-to the end of the Contract Period for each Lot of Contracted Buses. ("Assured Fleet Availability") provided that the Authority in its sole discretion may allow the Operator to change the requirement of the Assured Fleet Availability for a particular Lot of Contracted Buses required for the first three months following COD for that Lot of Contracted Buses in writing;

Provided however, in determining compliance with the Assured Fleet Availability:

- (iv) services during Sundays shall not be considered;
- (v) seizure of the Contracted Buses by police authorities shall not be considered; and
- (vi) unavailability of Contracted Buses due to repair or servicing under the warranty terms shall not be considered




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ARTICLE 14

ENTRY INTO COMMERCIAL SERVICE

14.1 Inspection by the Authority

- 14.1.1 The Authority may inspect each Bus or any Lot of Buses, in accordance with the provisions of this Clause 14.1, prior to 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 delivery of the Buses, its delivery schedule. The Authority may, in its discretion, nominate its representative to carry out an inspection on the 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 14.4, be deemed to have been approved by the Authority.
- 14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Operator in conformity with the Specifications and Standards (the "Punch List"). The Operator shall, no later than [30] days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within [30] days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Operator shall pay to the Authority as Damages, 0.01% (per cent) of the Performance Security for each day of delay until all items of the Punch List are rectified.

14.2 Safety Inspection

- 14.2.1 The inspection specified in Clause 14.2, shall include a safety inspection in accordance with the provisions of Article 18. In the event that the Authority Representative concludes that the Bus does not conform with the Specifications and Standards, and is, therefore, not safe for entry into service, he shall convey to the Parties forthwith, a report stating in detail the reasons for his findings. The Operator shall, notwithstanding anything to the contrary contained in this Article 14, withdraw the Bus for rectification thereof and present it to the Authority for inspection after the defects or deficiencies have been rectified.
- 14.2.2 The Project shall be deemed to be complete when the Completion Certificate for the Maintenance Depot and the Buses is issued under the provisions of Clause 13.10 and accordingly, the commercial operation date of the Project shall be the date on which such Completion Certificate is issued ("COD"), provided, however, that the entry of Project or part thereof into commercial service shall always be subject to compliance with the provisions of Clause 18.3.

14.3 Deleted



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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 as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 15 and the one time and/or recurring 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 Buses, including up gradation of any technology thereof, 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 therefore in accordance with this Article 15 or inform the Operator in writing of its reasons for not accepting such Change of Scope or for accepting such Change of Scope without any payment obligations hereunder, as the case may be.

15.2 Procedure for Change of Scope

15.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Operator a notice specifying in reasonable detail the works and services contemplated there under (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 Maintenance Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with Good Industry Practice.

15.2.3 Upon receipt of information set forth in Clause 15.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Operator, and the Parties shall thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Operator to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Operator to proceed with the performance thereof pending resolution of the Dispute.

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 Deleted

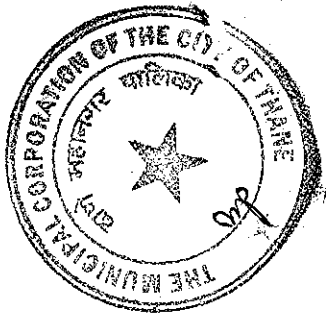
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15.4 Restrictions on certain works

- 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 completion of the Maintenance Depots; 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 Order shall not be reckoned for purposes of determining completion of the Maintenance Depots.
- 15.4.2 Notwithstanding anything to the contrary contained in this Article 15, the cumulative costs relating to all the Change of Scope Orders for provision of works and services in the Maintenance Depots shall not exceed [5% (five percent) of the total project cost] during the Contract Period.



[Signature]
Transport Manager
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ARTICLE 16

OPERATION OF BUSES

16.1 Operations of Buses

16.1.1 The Operator shall Operate Buses in accordance with the provisions of this Agreement and shall comply with the Operation Standards as provided in Schedule-I of this Agreement.

16.1.2 In addition to the Applicable Permits, the Operator shall ensure that it procures and maintains a valid Certificate of Fitness, insurance and pollution control certificate from the relevant Government Instrumentalities for all the Buses throughout the Contract Period in accordance with Applicable Law. Buses without above completion/ Certification will not be allowed to ply on road and will not be considered for any consequential charges.

16.1.3 In the event the Operator fails to ensure the security of the Buses and there is any theft of or damage to any component of the Bus including but not limited to any component, spare parts, hardware, software, instruments etc., the Operator shall reinstall or replace, as the case may be, such 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.

16.1.4 The Operator shall ensure that the Buses are in accordance with the Specifications and Standards, provide adequate staff including Drivers, and equipped with fully functional mounted devices as specified in this Agreement.

16.2 Maintenance Depot

16.2.1 The Operator shall use the Maintenance Depots, only for the purposes specified in this Agreement.

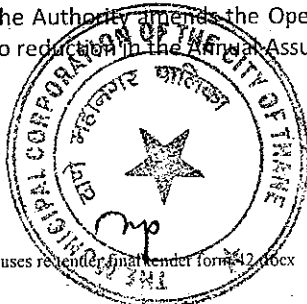
16.2.2 The Operator shall ensure that the Maintenance Depot is adequately staffed with skilled staff, equipped with requisite equipment, plant & machinery and stocked with consumables, so as to ensure compliance with O&M Standards provided in this Agreement.

16.3 Operation Manual

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 "Bus Operator Manual") to the Authority no later than [30] days from the date of supply of 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 schedules of the Buses as part of Deployment Plan through the Contract Period. The Authority shall provide the routes for Operation as specified in Schedule-J (the "Operational Routes"). 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 with prior notice to the Operator. Provided further that if the Authority amends the Operational Routes pursuant to this Clause 16.4.1, there shall be no reduction in the Assured Bus Kilometers.



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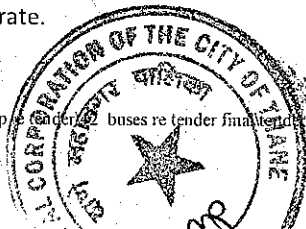
- 16.4.2 In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Deployment Plan or without specific instructions of the Authority in relation thereof, it shall be liable for payment of Damages at the rate of [0.01]% of the Performance Security.
- 16.4.3 The Authority may after due notification to the Operator, change the 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 implementation of such change.
- 16.4.4 Unless directed by the Authority, the Operator shall maintain the frequency of the Buses as specified in the Deployment Plan.
- 16.4.5 The actual hours of operations in a day are specified in the Deployment Plan. The Parties agree that the hours of operation may be segregated into peak hours and off peak hours of operation.
- 16.4.6 In the event there is a need for change in route of Bus, the Operator shall inform the control centre for monitoring of all activities ("**Control Centre**") about it and the same shall be tallied with the change in route length measured by ITS ("**Intelligent Transport Systems**") or Odometer reading at the end point of the route and the distance so measured or scheduled trip sheet of authority shall be reckoned for the purpose of making payment to the Operator.
- 16.4.7 Operator has to appoint one person at central control room of authority for monitoring and reporting purpose.

16.5 Deployment Plan

- 16.5.1 The Authority shall develop a Deployment Plan containing details including but not limited to number and type of Buses, details of the assured availability during the Contract Period, routes, schedules of Buses including description of Bus Stops, frequency and table of schedule providing Bus headways, based on peak and off peak hour (the "**Deployment Plan**"), more particularly specified in Schedule-J.
- 16.5.2 The Operator shall operate the Buses in accordance with the Deployment Plan, and shall at all times ensure that the required frequency of Buses is maintained as specified under the Deployment Plan or as per the instructions of the Authority issued from time to time.
- 16.5.3 The Operator shall make available Buses at prescribed locations as per the Deployment Plan.
- 16.5.4 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.
- 16.5.5 The Authority may review the Deployment Plan if there is delay in completing Bus trips for a continuous period of [1 (one)] month.
- 16.5.6 The Operator and its employees shall always extend courtesy while interacting with public.
- 16.5.7 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 Annual Assured Bus Kilometers.

16.6 Incidents En-Route

- 16.6.1 In case of 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 breakdown. The Conductor shall immediately transfer all the Passenger to next immediate buses which are plying on the same route or the Authority shall provide a replacement Bus to complete the route after such Bus failure, Operator shall be liable to pay Damages at 0.5 times of quoted KM rate.



- 16.6.2 The Operator shall ensure regular communication with Buses throughout the Operation Period by making use of relevant technology as specified in this Agreement, more specifically provided in Clause 19.7.
- 16.6.3 In an unforeseen event involving unruly behavior by passengers or vandalism in or involving the Bus, the Operator shall forthwith intimate the Authority. If the Bus in question is not in a condition to complete the route or go back to the Bus Depot, then the Operator shall try to arrange to tow-away such Bus within {{1 (one) to 4 (four) hours}} or at the possible earliest of such occurrence. In such cases penalty for loss of trips will not levied on bus operator.
- 16.6.4 The Operator shall, provide first aid to injured on-site and also co-ordinate with the relevant Government Authorities including but not limited to the police, to ensure timely medical help to the injured passengers. Also if needed co-operate for hospitalization of injured by co ordination with authority.
- 16.6.5 If required, the Operator shall extend all cooperation to the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation there.

16.7 Excuses from Performance of Obligations

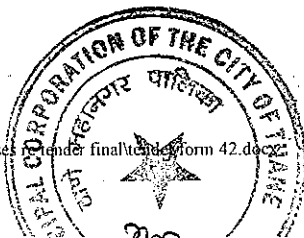
The Operator shall not be considered in breach of its obligations under this Contract if any Bus is not available for Operation on account of event of a Force Majeure Event or breach of any obligation by the Authority Notwithstanding the foregoing, the Operator agrees that it shall keep the unaffected Buses available for Operations. Any grid failures or inadequate electric power supply or power cuts shall not be considered as obligations of the Operator.

16.8 Advertising on Buses

- 16.8.1 The Operator shall have rights to display advertisement of all types of media on the contracted buses as well as to collect and retain revenue generated from advertisement..

16.9 User Fare

- 16.9.1 On and from the COD 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.
- 16.9.2 The Authority or Authority Nominated Personnel shall, in accordance with Clause 16.9.1 above, provide Conductors for collection of ticket revenue, every day prior to commencement of operations for the day, either at the Maintenance Depot or at a specified location and on the time decided by the Authority. In the event the Conductor does not report on time or remains absent, the Operator shall immediately inform the Authority's Representative or the representative of the Third Party engaged by the Authority, as the case may be, who shall provide a replacement.
- 16.9.3 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. The employee (driver) of the operator will require rendering full co-operation to the conductor and following his instructions. The employees of the Bus operator to be allowed to travel free during the performance/ obligation of duty with permission of authority.
- 16.9.4 All the revenue accruing from Passenger fare collection shall be deposited by Authority in the Escrow Account.



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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 will be provided hereunder by the Authority for discharging the Maintenance Obligations of the Operator within the Maintenance Depot

17.2 Maintenance Manual

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 2(two) copies of maintenance manual (the "Provisional Maintenance Manual") to the Authority no later than [90 days] from the Appointed Date accompanied by an electronic copy thereof, no later than the [120] days from the Appointed Date. The Maintenance Manual shall be revised and updated once every year and the provisions of this Clause 17.2 shall apply, mutatis in case if OEM deems that any changes are required.. For the avoidance of doubt, the Parties expressly agree that until the Maintenance Manual is provided hereunder, the Provisional Maintenance Manual shall apply.

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 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, [gear case], axle-boxes, brake gear components, wind shield, and under-gear piping/cabling at its own cost and expense; provided, however, that if such supply and installation have arisen on account of accidents, vandalism, arson, riots or natural calamities. In any negligence on account of Authority staff; leads to replacement or repair of parts or any aggregate of bus shall be repaired by operator and the same shall be charged to Authority as pre prevailing tariff card accordingly

17.3.4 The Operator shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 3 (three) months.

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 "Maintenance Requirements").



17.5 Damages for breach of Maintenance Obligations

17.5.1 In the event that the Operator fails to repair or rectify any defect or deficiency in a Bus, as set forth in the Maintenance Requirements and within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of 0.01% of the Performance Security or 0.10% of Quoted KM rate for lost KMs whichever is lesser. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. For the avoidance of doubt, the Parties agree that the Damages specified in this Clause 17.15.1 shall not be due and payable for and in respect of any day that includes a Non-Available Hour.

17.5.2 The Damages set forth in Clause 17.15.1 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 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Authority, there exists an Emergency which warrants de-commissioning of a Bus, the Authority shall be entitled to de-commission the Bus for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning 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-commission the Bus as quickly as practicable after the circumstances leading to its de-commissioning have ceased to exist or have so abated as to enable the Operator to re-commission the Bus and shall notify the Authority of the same without any delay.



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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 be entitled to undertake such remedial measures at the risk and cost of the Operator, and to recover its cost from the Operator. The Parties agree that the Authority shall not in any manner be liable for any damage to, or deterioration in, a Bus occurring on account of the remedial measures taken hereunder.

17.8 Overriding powers of the Authority

17.8.1 If in the reasonable opinion of the Authority, the Operator is in material breach of its obligations under this Agreement and, in particular, the Maintenance Obligations, and such breach is causing or is likely to cause material hardship to the Authority or render the use of a Bus unsafe for operation, the Authority may, 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 with the consent of Operator 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.

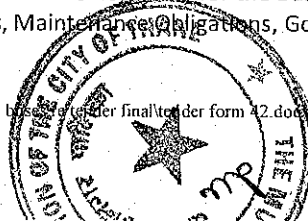
17.8.3 In the event of a national emergency, civil commotion or any such other event, the Authority may take over the performance of any or all the rights or obligations of the Operator to the extent deemed necessary by it, and exercise such control over the Buses and Maintenance Depots or give such 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.

17.9 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;



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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 Applicable Laws and Good Industry Practice.

17.11.2 The Operator agrees that it shall, for guidance of the operating staff of the Authority, provide an operation manual (the "**Operation Manual**") for Buses. The Operator shall provide [10 (ten)] copies of a provisional operation manual (the "**Provisional Operation Manual**") to the Authority along with the delivery of the Prototypes hereunder.

17.11.3 The Operation Manual shall include:

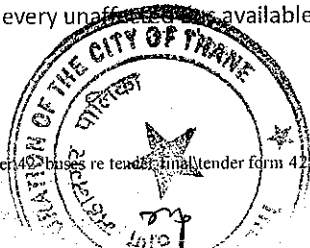
- (a) instructions to operating staff for operation of the Bus;
- (b) instructions for troubleshooting;
- (c) do's and don'ts for operating staff;
- (d) safety precautions to be taken by the operating staff;
- (e) rating and layout of equipment;
- (f) operating limits of installed systems; and
- (g) control and safety features of the Buses
- (h) The buses will not be ply if found without fire extinguisher (Of adequate capacity), first aid kit.

17.12 Excuse from performance of obligations

The Operator shall not be considered in breach of its obligations regarding availability of the Buses under this Agreement if any Bus is not available for operation on account of any of the following:

- (a) an event of Force Majeure;
- (b) measures taken to ensure the safe operation of Buses except when unsafe conditions occurred because of failure of the Operator to perform its obligations under this Agreement; or
- (c) compliance with a request from the Authority or the directions of any Government Instrumentality,

Provided, that any such non-availability and particulars thereof 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.



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17.13 Warranties for defects and deficiencies

17.13.1 The Operator warrants that:

- (a) all equipment, supplies, plant and machinery at the Maintenance Depots as well as components, parts and systems forming part of a complete Bus including the Spares and Consumables shall be new and of utility-grade quality and in full conformity with the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the other requirements of the Agreement, of suitable quality and fit for the purpose for which they are intended and be free from defects, deficiencies and defective workmanship;
- (b) all Buses shall be free from defects, shall comply with all Applicable Laws and Good Industry Practice and will be capable of operating in the manner intended and contemplated in the Specifications and Standards, Designs and Drawings, Applicable Permits, Applicable Laws and the Agreement;
- (c) the manufacturing, assembly and supply of the Buses shall be performed in accordance with the standards of professional care, skill, diligence and competence generally accepted in the international independent manufacturing industry applicable to engineering and manufacturing and project management practices for manufacturing projects of similar size and type as the Project, when operated in accordance with Good Industry Practice; and
- (d) The Buses shall be capable of performing and would continue to perform as per this Agreement.

17.14 Maintenance Depots

17.14.1 For discharging its Maintenance Obligations under and in accordance with the provisions of this Agreement, the Operator shall operate maintenance depots as well as terminus in accordance with the provisions of this Article 17 (the "Maintenance Depots"). In case of sharing of Depot land/space with Authority the cost of maintenance will be shared in ratio of buses deployed in that particular depot.

17.14.2 The land with basic civil works required for each Maintenance Depot, shall be provided by the Authority to the Operator in accordance with the provisions of Article 10.

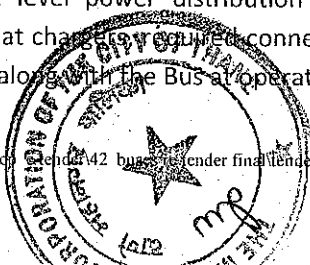
17.14.3 The Maintenance Depots shall have provisions for repair and maintenance of at least [15] Buses at a time and parking facility for the entire Fleet of Buses.

17.14.4 Power distribution company or authority shall at it's own cost and expenses make available bulk power access of required load / capacity at transformer near main gate of Kalwa depot, opposite of Chhatrapati Shivaji Maharaj Hospital & adjacent to Hanuman Mandir inside compound wall of Kalwa depot, as per required load in consultation with the operator.

The Operator shall be responsible to bring other electrical infrastructure like

1) HT RMU, Meter cubical, cabling, Step-down transformer, ACB HT breaker, sub station, AC/DC chargers, of adequate capacity etc. 2) All equipment and allied infrastructure such as LT and HT switch gears etc.

3) Depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc. to install, maintain, operate and manage the chargers along with the Bus at operators own cost.



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Also, as per requirement of bus operations, operator has to develop charging infrastructures at various bus terminus sites as per directions of authority. The operator will be responsible to avail load and connections of required power supply at Operator's own cost at Terminals. 17.14.5 The Operator agrees and undertakes to set up and operationalize, subject to the provisions of Clause 17.14.2, each of the Maintenance Depots on or prior to the date specified in Clause 17.14.7, and in the event of delay for any reason except if solely on account of Force Majeure or breach of this Agreement by the Authority, the Operator shall pay Damages to the Authority in a sum equal to [0.01%] of the Performance Security for each day of delay in setting up and operational a Maintenance Depot, and if such delay exceeds [100] days, the Authority shall be entitled to terminate this Agreement forthwith.

17.14.6 Power distribution company or authority shall at it's own cost and expenses make available bulk power access of required load / capacity at transformer near main gate of Kalwa depot, opposite of Chhatrapati Shivaji Maharaj Hospital & adjacent to Hanuman Mandir inside compound wall of Kalwa depot, as per required load in consultation with the operator.

The Operator shall be responsible to bring other electrical infrastructure like

1) HT RMU, Meter cubical, cabling, Step-down transformer, ACB HT breaker, sub station, AC/DC chargers, of adequate capacity etc.

2) All equipment and allied infrastructure such as LT and HT switch gears etc.

3) Depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc. to install, maintain, operate and manage the chargers along with the Bus at operators own cost.

17.14.7. The Operator shall be responsible, at its own cost and expense, for setting up of charging infrastructure, operation and maintenance of all infrastructures inside the Maintenance Depots as well as terminals.

17.15 Maintenance facilities

17.15.1 The Operator shall, at each Maintenance Depot, install and operate the maintenance facilities and equipment necessary for performing its Maintenance Obligations under and in accordance with this Agreement. Such maintenance facilities and equipment shall include: (Below equipment are indicative however Operator has to install any equipment which are necessary and fit for operations)

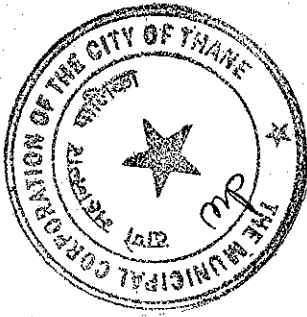
- (a) portable lifting jacks;
- (b) measuring and recording devices;
- (d) special tools, jigs & fixtures;
- (e) paint shop;
- (f) wheel repair shop;
- (g) Wi-Fi data retrieval and diagnostic system facilities; and
- (h) hardware (two desktop computers) and software for the Maintenance Management Information System (the "MMS").




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17.15.2 The Parties agree that the Maintenance Depots may be set up and operationalised under this Clause 17.14 by procuring the maintenance facilities and equipment in a phased manner; provided, however, that all the facilities and equipment specified in this Clause 17.14 shall be installed and operationalised no later than [90 (ninety) days] after the respective dates specified in Clause 17.1.7.




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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"). Operator must arrange safety periodical training for concern persons of authority and operator.

18.2 Guiding principles

18.2.1 Safety Requirements aim at reduction in 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 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.

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.

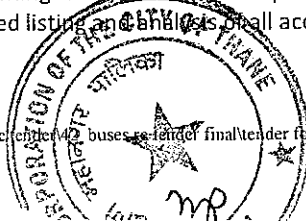
18.3.3 The Operator shall be responsible for undertaking all the measures under its control to ensure safe operation of Buses.

18.3.4 The Operator agrees that the Authority shall be entitled to inspect any Bus or Maintenance Depot to verify adherence to Safety Requirements and the Operator shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

18.4 The Operator shall, during construction of 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

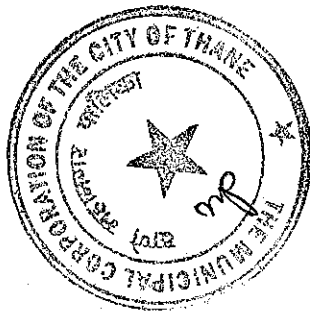
18.5.1 The Operator shall submit to the Authority before the [31st (thirty first)] May of each Accounting Year, an annual report in [2]two] copies containing, without limitation, a detailed listing of all accidents occurring on account of the Buses or in the



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Maintenance Depots during the preceding Accounting Year and the measures taken by the Operator for averting or minimizing such accidents in 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. The report shall also include Key Performance Indicators achieved by the Buses and the compliance or otherwise with the Maintenance Requirements, Maintenance Manual and Operation Manual. 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.

19.2 Reports of unusual occurrence

The Operator shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating the failures, accidents and 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:

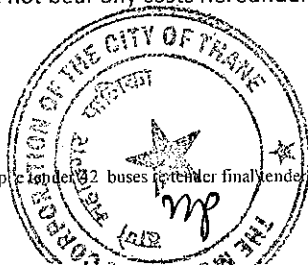
- (a) failure of a Bus;
- (b) accidents involving a Bus; and
- (c) Trouble on a Bus during operation.

19.3 Inspection

The Authority shall be entitled to inspect the Buses after any maintenance for evaluating the compliance of Buses with the Maintenance Obligations. It shall make 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 notify the Operator of the same for taking remedial measures in accordance with the provisions of Clause 19.5. For the avoidance of doubt, any inspection undertaken after a Bus is declared available shall be deemed to form part of Available Hours under the provisions of Clause 17.15.

19.4 Tests

For determining that the maintenance of Bus conforms to 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.



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 19.3 and furnish a report in respect thereof to the Authority within [15 (fifteen)] 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 [0.01]% of the Performance Security.

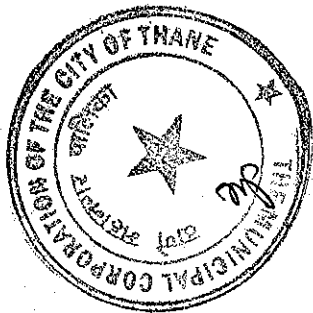
19.6 Responsibility of the Operator

19.6.1 It is expressly agreed between the Parties that any inspection carried out by the Authority or the submission of any Maintenance Inspection Report by the Authority as per the provisions of this Article 19 shall not relieve or absolve the Operator of its obligations and liabilities hereunder in any manner whatsoever.

19.6.2 It is further agreed that the Operator shall be solely responsible for adherence to the Key Performance Indicators specified in Article 20.

19.7 Real Time Data Access

TMTU having their own control Center as well as complete ITS system hence operator is responsible to integrate ITS system of these buses with TMTU Control System.



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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, Operation, Punctuality, Frequency, Safety, upkeep of Bus and conformity with ISO certification, as specified in this Article 20, Good Industry Practice and Applicable Laws (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 quarterly basis in terms of the number of Breakdowns per [10,000 (ten thousand)] kilometres travelled by the Buses (the "Reliability").

20.2.2 The Reliability hereunder shall be equal to the quotient of 10,000 divided by the cumulative distance travelled by all Buses multiplied by nos. of buses breakdown.

20.2.3 The Operator agrees that the Reliability for the Buses determined in accordance with Clause 20.2.2 shall be equal to and not more than [3 (three)].

20.3 Operation of Buses

20.3.1 The Operator shall at all times procure that, save and except any damage caused by theft, arson or vandalism:

(a) there are adequate lighting arrangements inside the Buses, in conformity with the Specifications and Standards;

(b) the temperature inside the Buses can be maintained in accordance with Maintenance Requirements;

(c) the Buses are clean, hygienic and free of odor;

(d) seats, windows, doors and all fixtures in the Buses are operational; and

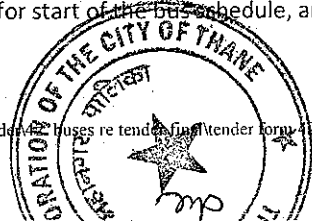
(e) all bus information systems and lighting systems function efficiently, and their availability is no less than [98% (ninety eight per cent)] in a month.

20.4 Punctuality

20.4.1 Punctuality shall be measured on a quarterly basis in terms of the percentage of on-time start of trips to the total number of trips operated on a daily basis ("Start Punctuality"). The total number of trips starting/arriving late during the month will be recorded and subtracted from the number of trips operated to arrive at the on-time trips operated figures separately in each case.

20.4.2 The Operator agrees that the Punctuality for arrival at the respective destination shall be measured on a quarterly basis in terms of the percentage of trips with on-time arrival at destination to the total number of trips operated on a daily basis ("Arrival Punctuality").

20.4.3 The Parties agree that the Operator may exercise a relaxation equivalent to [5 (five)] minutes, for start of the bus schedule, and [10% (ten percent)] of the subsequent scheduled



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trip time (subject to a maximum of [15 (fifteen) minutes]) for start of subsequent schedules and arrival of trips.

- 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)] and the Arrival Punctuality shall be equal to or more than [80% (eighty percent)] respectively.

20.5 Frequency

- 20.5.1 The frequency of operation of Buses shall be measured on a quarterly basis in terms of percentage of the cumulative trips travelled by all Buses to the aggregate number of scheduled trips ("Trip Frequency") and a percentage of the cumulative Bus Kms operated to the aggregate scheduled Bus Kms ("Bus Kms Frequency"), respectively.

- 20.5.2 The Operator agrees that the Trip Frequency and the 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 The Buses in each direction shall be operated such that the difference between arrival time of two Buses at any bus stop shall not exceed [10 (ten)] minutes; provided that such difference may be increased, subject to a maximum of [15 (fifteen)] minutes, depending upon the number of Users in the respective hour.

20.6 Safety of Operations

- 20.6.1 The Parties agree that the Safety of Buses in the Fleet shall be measured in terms of number of accidents per [1,00,000 Kms (One lakh kilometres)] (the "General Safety"). The General Safety shall be calculated in terms of 100000 (one lakh) divided by cumulative Bus Kms operated multiplied by number of accidents reported (major).

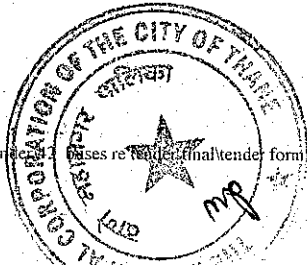
- 20.6.2 The Operator agrees that the General Safety determined in accordance with Clause 20.6.1 shall not be more than [2 (two)].

20.7 Certification

- 20.7.1 The Operator (SPV) shall, prior to 1st Anniversary of the COD, achieve and thereafter maintain throughout the Contract Period, [ISO 9000:2005, ISO 14000:2004, ISO 18000:2007 and ISO 50000:2011] certification or a substitute thereof, and shall provide certified copies thereof to the Authority forthwith. All the certificates available with the bus manufacturer will be applicable to SPV.

- 20.7.2 In the event of default in obtaining the certification specified in Clause 20.7.1, the Operator shall, within [15 (fifteen)] days thereof, submit to the Authority an action plan that sets out the actions proposed to be taken by the Operator for rectifying its deficiencies and obtaining such certification.

- 20.7.3 If the period of default in obtaining the ISO certification under this Clause 20.7 shall exceed a continuous period of [15 (fifteen)] months, the Operator shall pay Damages to the Authority in an amount equal to [5% (five per cent)] of the Performance Security.



20.8 Monthly Report

The Operator shall, no later than [7 (seven)] days after the end of each month, furnish to the Authority a report stating 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.

20.9 Passenger Charter

The Operator shall publish and implement a charter articulating the rights and expectations of Users (the "Passenger Charter") substantially in the form specified in Schedule-N. 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 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 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay Damages equal to [0.1% (zero point one per cent)] of the Performance Security for such shortfall in any such performance indicator.

20.11 Incentive for exceeding to achieve key performance indicators

The Operator shall ensure and procure compliance of each of the Key Performance Indicators specified in Article 20 and for repeated increase in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on passenger feedback and inspections by the Authority, it shall pay incentive equal to [0.05% (zero point zero five per cent)] of the Performance Security for achievement in any such performance indicator.



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Part IV

Financial Covenants

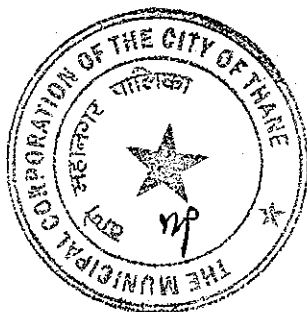
ARTICLE 21
FINANCIAL CLOSE

21.1 Financial Close

- 21.1.1 The Operator hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [120 (one hundred and twenty)] 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 specified in Clause 4.3; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) 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. 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.
- 21.1.2 The Operator shall, upon occurrence of Financial Close, notify the Authority forthwith, and shall have provided to the Authority, at least 7 (seven) days on or before to the Financial Close, 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.

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 there under, 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. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 21.2.1 shall not apply.
- 21.2.2 Upon Termination under Clause 21.2.1, the Government shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Government being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Bid Security forthwith along with the Damages due and payable under Clause 4.2. For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security, the Government shall be entitled to encash therefrom an amount equal to Bid Security.



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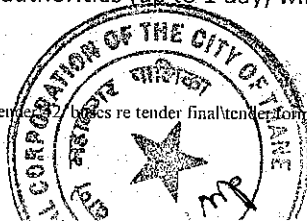
ARTICLE 22

22.1 Payments to Operator for Kilometre Charge

- a) While submitting the bills, the Successful Bidder shall submit necessary documents as required by TMTU such as Invoice mentioning his GSTIN number, GST, and other charges, if any.
- b) Bus Kilometres for any particular Bus shall comprise of the following:
 - i. Distance travelled by the Bus assigned on given Route(s) as per the Fleet deployment plan.
 - ii. Distance travelled by the Bus from the bus depot to the first point of loading passengers at the commencement of its service on a day.
 - iii. Distance travelled by the Bus from its last passenger stop as per the operating plan to the Bus Depot at the end of the day's service.
 - iv. Distance travelled by a Bus, which is outside the Operating Plan but approved by the TMTU Undertaking for specific and special requirements.

Reduction of Kilometres:

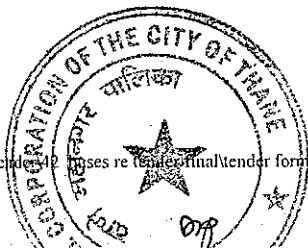
 - For the purpose of reckoning the minimum assured Kilometres, cancelled Kilometres on account of mechanical breakdowns, accidents shall be deducted.
 - The minimum assured Kilometres shall be proportionately reduced when the Bus is not made available by the Successful Bidder on any day or part thereof.
 - Bus Kilometres shall not constitute any Kilometres travelled by the Bus to a maintenance facility other than that set up by the Successful Bidder at the parking space, plots, termini, provided for by TMTU or for any travel not authorized by TMTU.
 - The deductible and non-deductible Kilometres has been specified in Section 19.
- c) Basis for Payments: Payment will be made on the basis of run kilometres by all buses in that period multiplied by the rate per kilometre (Quoted by the Successful Bidder and accepted by TMTU).
- d) General Payment Terms: The payments will be made for the kilometres operated as per ITS. The kilometres operated will be available on day-to-day basis through ITMS, which will be shared with the successful bidder daily. Dead kilometres from parking place to starting point as mentioned at Annexure "R" shall be paid separately Extra kilometres covered due to temporary road diversions as necessitated and declared by necessary authorities (up to 1 day) will not be accounted for.



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- e) Payment will be made by TMTU once in a month as per following schedule:
- Successful Bidder shall submit the Invoice for due Payment for 1st to 30th /31st day (Last day of the month) of the particular month to Transport Superintendent on 1st working day of the Next month.
 - TMTU will process invoice immediately for 70 % of the estimated due Payment of monthly assured kilometres to pay the Successful Bidder on 7th of the Month if the said invoice is found satisfactory.
 - Transport Superintendent/Traffic Management Department of TMT will forward the invoice submitted by the Successful Bidder after satisfactory verification of the same. The said invoice copy shall be forwarded to Traffic Department at TMTU, after verification by Audit, within 15 days.
 - 30 % of the balance due Payment of last month will be paid to Successful Bidder on 7th working day (excluding Saturday, Sunday, and Holiday) of the next month after verification of actual deductions, etc.
- f) The statement referred above shall consist of all details such as
- Total run kilometres.
 - Dead kilometres covered from parking place to starting point, extra kilometres covered due to road diversions.
 - Effective operated kilometres (after deduction of dead and extra kilometres) for releasing the payment of Hiring. However dead kilometres as mentioned at Annexure "R" shall be paid separately.
 - Details of recovery by TMTU towards penalties/fines on account of withdrawal of buses, disobedience, misbehaviour on the part of the driver, passenger complaints, break down, accidents, late reporting, etc.
 - Gross rate, if revised applicable as per price variation formula given in Annexure B.
 - TMTU shall not be liable for late payments if all the requisite details as required by it for processing the invoices are not submitted by the Successful Bidder.
 - TMTU shall make the payment to the successful bidder within the period as aforesaid.
- g) The calculation of minimum assured kilometres will be done for the entire fleet offered for service i.e., 95% of allocated to that particular depot by the Operator/



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Successful Bidder on monthly (calendar month) basis considering assured kilometres for SD, Midi Electric buses. The same logic for releasing payment will be considered for excess kilometres if any or if monthly kilometres run are less than the minimum assured kilometres.

- h) Any dispute regarding kilometres operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after 30 calendar days shall be treated as null and void.
- i) The disputes shall be heard and settled by Transport Superintendent/Traffic Control Department Manager of respective depot, within 7 days of the receipt of the letter. If the dispute is not settled within 7 days, or the Successful Bidder does not agree with the resolution, he may take up the matter with Redressal committee comprising of representatives of traffic, Audit and MM/Transport departments. If the dispute is still not settled, the matter may be taken up with Transport Manager.
- j) Income tax at source (Tax Deducted at Source) would be deducted from the payment made to the Successful Bidder as per rules in force from time to time within the prescribed period.

22.2 Deleted

22.3 Deleted

22.4 Annual Assured Kilometer

22.4.1

| Sr. No. | Electric Bus Type | No. of Buses | Monthly Assured (Km) | Annual Assured (Km) |
|---------|---------------------------------|--------------|----------------------|---------------------|
| 1. | Single Decker AC electric buses | 17 | 5400 | 64800 |
| 2. | Midi AC Electric Buses | 25 | 5100 | 61200 |

22.4.2 Payment for Unutilized Kilometers:

k) Payment in case of underutilized Kilometres

If the monthly kilometres operated are less than assured kilometres/revised assured kilometres then the payment for difference in the assured kilometres and operated kilometres should be paid, as per following formula:

$$\text{Total payment} = T_a \times R + 0.75 \times (T_m - T_a) \times R$$

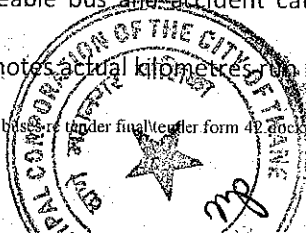
Where T_m denotes Revised monthly assured kilometres

$T_m = T$ (Assured kilometres.) - D (Deductible)

Deductible kilometres from assured monthly kilometres are: -

Kilometres lost due to Not out due to operator, Mechanical breakdown, non-serviceable bus and accident caused due to negligence of driver, failure of bus.

T_a denotes actual kilometres run in a month and R is Rates applicable



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It should be noted that the Yearly Assured Payment Amount will not be payable for any shortfall in Kilometers of the Fleet that arises due to:

- Default of the Operator under this Agreement
- Non-availability of Contracted Buses for reasons attributable to maintenance or accidents
- Breach of law by the Operator
- Occurrence of a Force Majeure Event.

22.4.3 The Authority shall make the payments to the Operator within the period specified in Clause 22.3.2.

22.4.4 Payment for Excess Kilometers

If the service provider exceeds the monthly assured kilometres, total payment will be calculated as below:

$$\text{Total payment} = T_m \times R + 0.75 \times (T_a - T_m) \times R$$

Where T_m denotes Revised monthly assured kilometres,

$$T_m = T (\text{Assured kilometres}) - D (\text{Deductible})$$

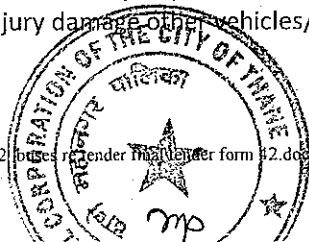
Deductible Kilometres from assured monthly kilometres are - Kilometres lost due to Not out due to operator, Mechanical breakdown, non-serviceable bus, and accident caused due to negligence of driver, failure of bus.

T_a denotes actual kilometres run in a month and R is Rates applicable.

Service Level Agreements

| Sr.No. | Parameters | Performance Standards |
|--------|---|---|
| 1. | Breakdowns (all types)* | Below 0.5 per 10,000 kilometres. |
| 2. | Accidents ** | Below 0.01 per 10,000 kilometres. |
| 3. | Availability of buses | 95% availability at least at all times |
| 4. | Passenger complaints/Report By TMTU officials against drivers | Must take action within 24 hours |
| 5. | Serious nature of breakdowns *** | NIL |
| 6. | No. of late turn out of buses | 5 instances of more than 15 minutes per 100 buses per month |
| 7. | No. of not out of buses | 1 per 100 buses per month |

- * : "Breakdowns" means the bus is unable to operate smoothly in the areas of operation i.e. whenever a bus gets defective during service on route, eventually could not move further to carry out the service on a route.
- ** : "Accidents" means any incident in which bus involved on road/ inside TMTU's depot/parking premises, which causes damage to the bus, injury damage to other vehicles/property / animals etc.



- *** : "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.
- Performance Deductions means the deductions which are made for the reasons of not achieving performance standards.

Repeated failure to meet performance standards

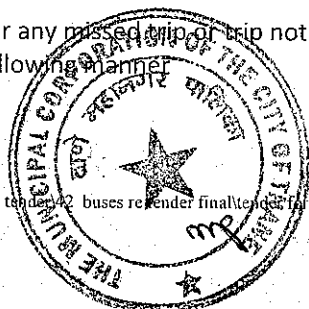
- If the Successful Bidder fails to meet any Performance Standards, which exceeds 20% in two consecutive months or 15% for four consecutive months in a year, The Successful Bidder must, at no additional cost to TMTU.
- The successful bidder should ensure the quality of services to the levels mentioned above referred table.
- On failure to meet the standard in Service Levels as stipulated herein above, the TMTU transport wing will ask for ask the successful bidder to take necessary action to correct the performance problem and then meet the service level agreement.
- The successful Bidder must inquire into underlying causes of the failure to meet the Service Levels and prepare a report which identifies and addresses the problem and deliver it to TMTU within 10 days. The Successful Bidder shall provide to TMTU, the reports described as per above table monthly and must promptly provide to TMTU any other information.
- Performance deduction of 5 % of total monthly dues of the entire ordered quantity (No. of buses in service (95 % fleet) X Revised rate / km. of

respective month X Monthly assured kms.) will be imposed for not achieving performance standards

The aforesaid does not restrict the right of TMTU to impose repeated Performance Deductions till the failure on part of the Successful Bidder is rectified. Where the Successful Bidder has failed to cure the breach within the Cure Period of 30 days, TMTU shall, without prejudice to any of its other rights and/or remedies under this Agreement, be entitled to issue the Termination Notice for The Successful Bidder's Event of Default and in addition may inform the Lender of the Successful Bidder if any, in terms of the Substitution Agreement.

Lost Kilometres

For any missed trip or trip not completed, deductions shall be made in the following manner



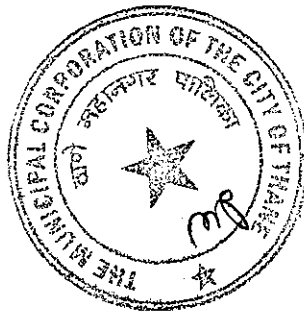
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| Sr.No. | Extent to which a Trip is missed | Deductions |
|--------|--|--|
| 1. | A Trip, which either does not commence or does not complete even 25% of the kilometres for the Trip. | 100% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometres of the round trip, shall not be payable. |
| 2. | A Trip, which has completed more than 25% but less than 60% of the kilometres for the Trip. | 75% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometres of the round trip, shall not be payable. |
| 3. | A Trip, which has completed more than 60% but has not completed 100% kilometres for the Trip. | 50% of the payment payable for the trip will be applied as performance deductions for the round trip. In addition, payment for the lost kilometres of the round trip, shall not be payable. |

a) Lost kilometer age classification & causes - deductible and non- deductible

i) Staff (Deductible): In service kilometres not operated due to staff causes may include (but is not limited to):

- Insufficient staff to cover the service including shortage, sickness or absence, industrial action etc.
- Sickness on duty (part loss).
- Suspension of driver (with-out replacement).



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ii) Mechanical (Deductible): In service kilometres not operated due to mechanical causes may include (but is not limited to):

- Insufficient buses to cover the service.
- Non-serviceable bus.
- Breakdowns en-route.

iii) Other Deductibles- In service kilometres 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):

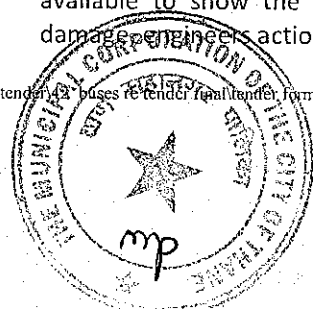
- Staff error or unauthorized curtailments by staff.
- A bus blocked in the garage and unable to depart on time.
- A bus running got discharged en-route.
- Where a bus in service has to be withdrawn due to a defective PIS/GPS.
- Where the reason for the lost Kilometres is unknown or is in doubt.

iv) Traffic (Non-Deductibles)-In service kilometres 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.
- Losses arising from conductor (TMTU staff) being late in reaching changeover points must not be included.
- Losses arising from road traffic accidents involving the Operator's vehicle, when there is no fault of operator's driver.

v) Other Non-Deductibles- In service kilometres 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):

- Incidents-Any kilometres losses resulting from incidents reportable to TMTU. In case of strike / Bandh if bus and driver are available for duty but bus could not be operated. Non-deductible losses apply only to the day the incident occurred and should not exceed the remainder of the duty in question unless exceptional circumstances are explained. For road traffic accidents or vandalism whilst in service it must be demonstrated that action was taken as quickly as possible to render the vehicle(s) fit for service. Evidence must be readily available to show the number of vehicles affected, incident times, the extent of the damage, emergency action etc.



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- 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 event will be classified as non-deductible.

- 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 at Annexure 17.

22.5 PRICE VARIATION FORMULA FOR SD BUSES

The tenderer shall quote Hiring charges in "Rs. per km." for operation of buses to be given to TMTU as per the terms & conditions specified. The "Hiring Charges" quoted will be effective for the contractual period from the date of operation under the contract with the following provision for revision in the hiring charges:

- To cover the Upward and Downward price escalation on account of electricity rate per unit.
- To cover the price escalation due to change in cost of labour from 2nd year of operation.
- To cover the price escalation due to change in cost of material from 3rd year of operation.

The Price variation Formula is based on certain contributory factors to the total cost which are shown in table below. To enable the bidders to offer the right price, price escalation will be given to successful bidder throughout the contract period and modalities are as under:

| Type of cost | Type | Price escalation factor |
|--------------|-------------|-------------------------|
| Variable | Electricity | At Actuals |
| | Labour | 0.15 |
| | Material | 0.05 |

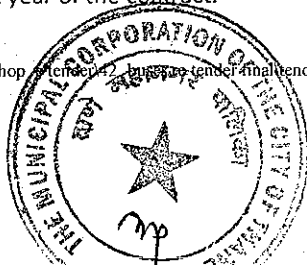
The price variation on account of electricity rate per unit, Cost of maintenance, material and labour shall be calculated as under:

- a) **To cover the upward or Downward price escalation on account of electricity rate per unit:**

$$\text{For SD Electric Buses : } R_{\text{month}} = R_{\text{Basic}} + \frac{D_A - D_0}{0.75}$$

Where R_{Basic} = Quoted Basic Price per Km.

R_{month} = Revised Basic Price per km. based on which payment to be released for a particular month in the first year of the contract.



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D_A = Lowest electricity tariff in Rs per unit of Electric buses category applicable to TMTU /Power utility in a particular month for which payment is to be released.

D_0 =The electricity rate of Electric Buses category on the bid end date of the tender in per unit rate are of TMTU / Power utility. The formula for difference in electricity price variation per km. for Buses with an assumption of electricity consumption @ 0.75km/unit for SD Electric Buses.

b) To cover the upward or Downward price escalation on account Index value

$$\text{Quoted Base (R)} \times \frac{\text{CPI}_{\text{month}} - \text{CPI}_{\text{base}}}{\text{CPI}_{\text{base}}} \times 0.05$$

CPI_{Base} = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers(CPI-IW)in Maharashtra at the time of Bid end date.

$\text{CPI}_{\text{Month}}$ =Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI- IW) in Maharashtra for particular month when the price variation is applicable.

c) To cover the upward or Downward price escalation due to increase in cost of labour

$$\text{Quoted base(R)} \times \frac{\text{MW}_{\text{month}} - \text{MW}_{\text{base}}}{\text{MW}_{\text{base}}} \times 0.15$$

MW_{Base} = Minimum wages applicable at the time of bid end date for skilled category (applicable for drivers)

MW_{Month} = Minimum wages for skilled category (applicable for drivers) for particular month, notified by the Labour department, Maharashtra state

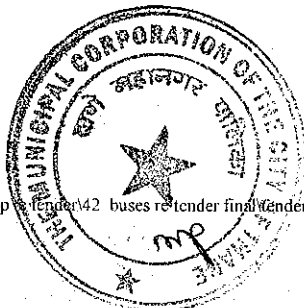
- The variation in price on account of Electricity will be adjusted as and when electricity tariff are revised.
- The formula for difference in Electricity rate per unit price variation per kilometers for buses with an assumption of Electricity consumption at 0.75 kilometres per unit for SD Electric buses.
- Payment for variation in index value shall be made from 3rd year of operation for the effective operated kilometres or revised assured kilometres whichever is less and Payment for variation in cost of labour from 2nd year of operation for the effective operated kilometres or revised assure kilometres whichever is less.
- Reconciliation for the payment for variation in index value and minimum wages shall be done once in a two months, after declaration of data.

The Price Variation Formula

Revised rate/Km(R)=

$\frac{\text{Change in electricity rate per Unit}}{0.75} + \text{Quoted base}$

$$(R) \times \frac{\text{CPI}_{\text{month}} - \text{CPI}_{\text{base}}}{\text{CPI}_{\text{Base}}} \times 0.05 + \text{Quoted base(R)} \times \frac{\text{MW}_{\text{month}} - \text{MW}_{\text{base}}}{\text{MW}_{\text{Base}}} \times 0.15$$



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ANNEXURE-B₂

PRICE VARIATION FORM ULA FOR MIDI BUSES

The tenderer shall quote Hiring charges in "Rs. per km." for operation of buses to be given to TMTU as per the terms & conditions specified. The "Hiring Charges" quoted will be effective for the contractual period from the date of operation under the contract with the following provision for revision in the hiring charges:

- I. To cover the Upward and Downward price escalation on account of electricity rate per unit.
- II. To cover the price escalation due to change in cost of labour from 2nd year of operation.
- III. To cover the price escalation due to change in cost of material from 3rd year of operation.

The Price variation Formula is based on certain contributory factors to the total cost which are shown in table below. To enable the bidders to offer the right price, price escalation will be given to successful bidder throughout the contract period and modalities are as under:

| Type of cost | Type | Price escalation factor |
|--------------|-------------|-------------------------|
| Variable | Electricity | At Actuals |
| | Labour | 0.15 |
| | Material | 0.05 |

The price variation on account of electricity rate per unit, Cost of maintenance, material and labour shall be calculated as under:

A. To cover the upward or Downward price escalation on account of electricity rate per unit:

$$\text{For Midi Electric Buses: } R_{\text{month}} = R_{\text{basic}} + \frac{D_A - D_0}{0.95}$$

Where R_{basic} = Quoted Basic Price per Km.

R_{month} = Revised Basic Price per km. based on which payment to be released for a particular month in the first year of the contract.

D_A = Lowest electricity tariff in Rs per unit of Electric buses category applicable to TMTU / Power utility in a particular month for which payment is to be released.

D_0 = The electricity rate of Electric Buses category on the bid end date of the tender in per unit rate are of TMTU / Power utility. The formula for difference in electricity price variation per km. for Buses with an assumption of electricity consumption @ 0.95km/unit for MIDI Electric Buses.

B. To cover the upward or Downward price escalation on account Index value

$$\text{Quoted base (R)} \times \frac{CPI_{\text{month}} - CPI_{\text{Base}}}{CPI_{\text{Base}}} \times 0.05$$

CPI_{Base} = Index value issued by Government of India's Labour Bureau's Consumer Price Index for Industrial Workers (CPI-IW) in Maharashtra 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) in Maharashtra for particular month when the price variation is applicable.

C. To cover the upward or Downward price escalation due to increase in cost of labour

Quoted base (R) $\times \frac{MW_{\text{month}} - MW_{\text{Base}}}{MW_{\text{Base}}} \times 0.15$

MW_{Base}

MW_{Base} = Minimum wages applicable at the time of bid end date for skilled category (applicable for drivers)

MW_{Month} = Minimum wages for skilled category (applicable for drivers) for particular month, notified by the Labour department, Maharashtra state

- The variation in price on account of Electricity will be adjusted as and when electricity tariff are revised.
- The formula for difference in Electricity rate per unit price variation per kilometres for buses with an assumption of Electricity consumption at 0.95 kilometres per unit for Midi Electric buses.
- Payment for variation in index value shall be made from 3rd year of operation for the effective operated kilometers or revised assured kilometers whichever is less and
- Payment for variation in cost of labour from 2nd year of operation for the effective operated kilometres or revised assure kilometres whichever is less.
- Reconciliation for the payment for variation in index value and minimum wages shall be done once in a two months, after declaration of data.

The Price Variation Formula

Revised Rate / km (R) = $\frac{\text{Change in electricity rate per Unit}}{0.95} + \text{Quoted base}$

$\frac{(R) \times \frac{CPI_{\text{month}} - CPI_{\text{Base}}}{CPI_{\text{Base}}} \times 0.05 + \text{Quoted base} (R) \times \frac{MW_{\text{month}} - MW_{\text{Base}}}{MW_{\text{Base}}} \times 0.15$



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ARTICLE 23
TRAINING AND DEPUTATION OF GOVERNMENT EMPLOYEES

23.1 Training

If the Operator requests the Authority for engaging the Authority's employees and the Authority agrees to such request in accordance with Clause 6.1.2(f), the Operator shall provide training to the staff of the Authority in accordance with the provisions of this Article

23 (the "Training Obligations").

23.2 Content and duration of training

23.2.1 The content of training shall comprise transfer of knowledge and skills required for operation and maintenance of Buses and Maintenance Depots, as the case may be, and shall be developed by the Operator in consultation with the Authority.

23.2.2 The training specified in this Clause 23.2 shall include on-the-job training at the Maintenance Depots and the Operator shall provide capacity building workshops [and simulation training] to all Drivers.

23.2.3 The duration of training courses shall normally be for a minimum period of [6 (six)] days and a maximum of [24 (twenty-four)] days.

23.2.4 The number of trainees participating in training at any time shall normally be a minimum of [10 (ten)] and a maximum of [20 (twenty)].

23.3 Location of training

23.3.1 Training courses, as may be required by the Authority prior to the Commercial Operation Date, shall be conducted by the Operator at the Maintenance Depots or a location nominated by the Authority.

23.3.2 The Operator shall procure that the following minimum facilities shall be installed and operated at the training premises:

(a) air-conditioned lecture halls; and

(b) any other facilities and infrastructure required for conducting the training in accordance with the provisions of this Agreement.

23.4 Annual training programme

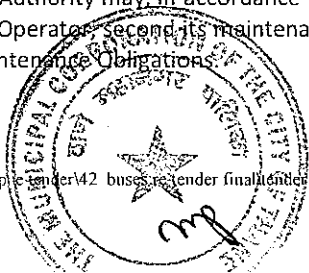
The Operator shall prepare and conduct an annual training programme in consultation with the Authority and convey the same to the Authority, at least [3 (three)] months prior to the commencement of an Accounting Year.

23.5 Costs of training

The Operator shall bear the cost of training, including the faculty and training material.

23.6 Deputation

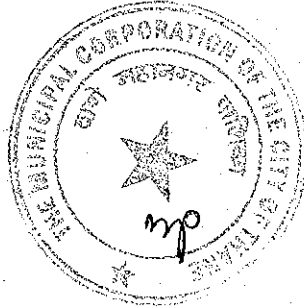
23.6.1 The Authority may, in accordance with the provisions of this Article 23, and at the request of the Operator, second its maintenance staff on deputation to the Operator for performing its Maintenance Obligations.



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23.6.2 The tenure of deputation under this Clause 23.6 shall be for a minimum period of 2 (two) years and a maximum of 7 (seven) years.

23.6.3 Save and except as otherwise provided herein, the conditions of service of the staff on deputation with the Operator, including their promotions and emoluments, shall be governed by the applicable rules of the Authority.



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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 transferred to the Authority upon Termination of this Agreement. The Parties expressly agree that for and in respect of the transfers hereunder, the provisions of Article 33 shall apply mutatis mutandis.

24.1.2 Upon transfer of Maintenance Depots hereunder, all equipment, machinery, building, structures, hardware, software and other assets comprising the Maintenance Depots shall vest in the Authority without any Encumbrance.

24.2 Provision of Spares upon Termination

24.2.1 The Operator shall provide to the Authority, an inventory of Spares along with the Maintenance Depots transferred under this Article 24. The inventory shall comprise of Spares equivalent 3 months average Monthly consumption of Spares in the Buses and at the Maintenance Depots during the preceding [3 (three)] Years. For this purpose, the Operator shall compute the total consumption of each Spare, during the preceding [3 (three)] Years and divide the same by [3 (three)] for arriving at the average annual consumption, and all fractions shall be rounded off to the nearest whole number.

24.2.2 Without prejudice to the provisions of Clause 24.2.1, the Authority may, in its discretion, require the Operator to provide an additional inventory of Spares, equivalent in all respects to the inventory of Spares specified in Clause 24.2.1, or such proportion thereof as the Parties may by mutual agreement determine.



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ARTICLE 25 INSURANCE

25.1 Insurance during Agreement Period

The Operator shall effect and maintain at its own cost, during the Agreement 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. Insurance coverage will be only restricted to operator assets and property being exclusively used for fulfillment of bus operation obligations.

25.2 Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Operator shall, during the Agreement Period, procure and maintain Insurance Cover including but not limited to the following:

- (a) loss, damage or destruction of the Maintenance Depots, Buses and charging/swapping infrastructure;
- (b) 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;
- (c) the Operator's general liability arising out of the Agreement;
- (d) workmen's compensation insurance; and
- (e) 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 Notices to the Authority

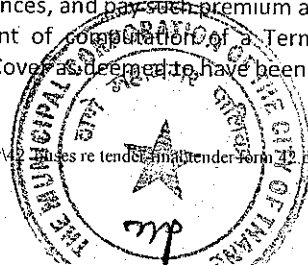
No later than [45 (forty five)] days prior to Appointed Date, the Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 25. Within [30 (thirty)] days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

25.4 Evidence of Insurance Cover

All insurances obtained by the Operator in accordance with this Article 25 shall be maintained with insurers on terms consistent with Good Industry Practice. Within [15 (fifteen)] days of obtaining any insurance cover, the Operator shall furnish to the Authority, true copies of the certificate(s) of insurance, copies of insurance policies and premium 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 in case 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 premium and recover the costs thereof from the Operator, [or in the event of non-payment of a Termination Payment, treat an amount equal to the Insurance Cover as determined to have been received by the Operator.]



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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 there under against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.7 Operator's waiver

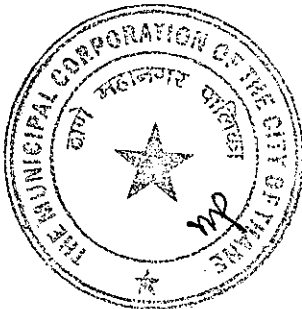
The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.


25.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Operator, and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Buses or Maintenance Depots.

25.9 Compliance with conditions of insurance policies

The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.




Transport Manager
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Thane Pin-400604.

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 statutory time limits as per companies act, 2013 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 require copies of relevant extracts of books of accounts, 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 statutory time limits as per SEBI (Listing Obligations and Disclosure Requirements) of the close of each quarter of its accounting year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly 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 certified by its Statutory Auditors giving summarized 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 [3 (three)] reputable firms of chartered accountants (the "Panel of Chartered Accountants"), All fees and expenses of the Statutory Auditors shall be borne by the Operator.

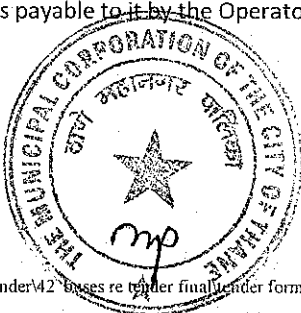
26.2.2 The Operator may terminate the appointment of its Statutory Auditors after a notice of [45 (forty five)] days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

26.3 Certification of claims by Statutory Auditors

Any claim 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.



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Transport Manager
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Thane Pin-400604.

ARTICLE 27
ESCROW ACCOUNT

27.1 Escrow Account

- 27.1.1 The Authority shall prior to the Appointed Date open and establish an account ("EscrowAccount") with a Bank ("Escrow Bank") in accordance with this Contract read with the Escrow Agreement.
- 27.1.2 For the purpose of opening and operating an Escrow Account, the Authority shall enter into an agreement with the Operator and the Escrow Bank ("Escrow Agreement") in accordance with the format provided in Schedule M to this Contract. The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof.
- 27.1.3 The Authority shall at all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to 2 (two) months' estimated Fee 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.

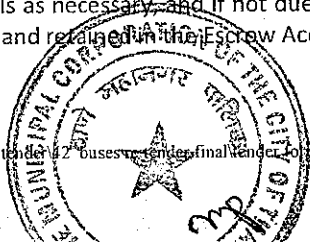
27.2 Deposits in Escrow Account.

- 27.2.1 The Authority shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:
- (a) All the Fee due and payable to the Operator subject to and in accordance with Article 22;
 - (b) [any deposits by the Authority to maintain an amount equivalent to {2 (two)} month's estimated Fee in the Escrow Account;]
 - (c) all payments by the Authority including insurance claims, if any, received;
 - (d) Dues towards Termination Payment to the Operator; and
 - (e) any other revenues or capital receipts from or in respect of the Project
- 27.2.2 The Operator shall deposit or cause to be deposited the following in the Escrow Account:
- (a) all funds constituting the Financial Package;
 - (b) all the revenues generated and all the income accruing from the Project including but not limited to the, advertising revenue [and proceeds from the Real Estate Development], rentals, deposits, capital receipts or ;
 - (c) All payments to the Authority towards Damages.

Provided that the Senior Lenders may make direct disbursements to the Contractor/ Bus manufacturer in accordance with the express provisions contained in this behalf in the Financing Agreements.

27.3 Withdrawal during Agreement Period

- 27.3.1 The Authority shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an 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 necessary, 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::



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Principal Transport Undertaking

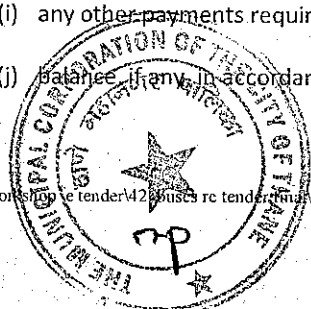
- (a) all taxes due and payable by the Operator for and in respect of the Project;
- (b) all timely payments to operator relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) O&M Expenses and other costs and expenses incurred by the Operator in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
- (e) monthly proportionate provision of Debt Service due in an Accounting Year;
- (f) all payments and Damages certified by the Authority as due and payable to it by the Operator;
- (g) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (h) any reserve requirements set forth in the Financing Agreements; and
- (i) Balance, if any, in accordance with the instructions of the Operator.

27.3.2 The Operator shall not in any manner modify the order of payment specified in Clause 27.3.1, except with the prior written approval of the Authority.

27.4 Withdrawal upon Termination

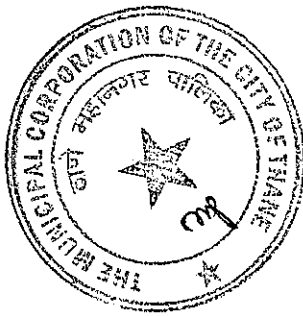
27.4.1 Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated in the following order.

- (a) all taxes due and payable by the Operator for and in respect of the Project;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (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) outstanding Subordinated Debt;
- (g) incurred or accrued O&M Expenses;
- (h) any payments due and payable to the Authority;
- (i) any other payments required to be made under this Agreement; and
- (j) Balance, if any, in accordance with the instructions of the Operator;



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Provided that no appropriations shall be made under Sub-clause (i) of this Clause 27.4.2 until a Vesting Certificate has been issued by the Authority under the provisions of Article 27. 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.



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-430604.

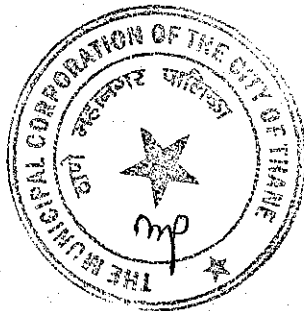
ARTICLE 28
TRAFFIC REGULATION AND SECURITY

28.1 Traffic regulation by the Operator

- 28.1.1 The Operator shall, in consultation with the Authority, regulate the traffic on the Buses 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 publicize a system based on Good Industry Practice such that no User or category of Users is discriminated against or unduly favored, 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

- 28.2.2 The Operator shall abide by and implement any instructions of the Authority for enhancing the security within the Buses. The Operator shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the Authority's actions or the actions of any organization authorized by the Authority other than those resulting from willful or grossly negligent acts or omissions of such organization. The Authority agrees that it shall cause the relevant organizations to take such actions as reasonably deemed necessary by them, without unduly or unreasonably disrupting the operations of the Buses or interfering with the exercise of rights or fulfillment 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 organizations authorized by the Authority in the discharge of their obligations there under.
- 28.2.3 Subject to the rights of the Operator under this Clause 28.2.3, the Authority or any agency duly authorized by it shall be entitled to inspect and search all Buses and to search any person or vehicle entering the Site or departing there from, without unduly or unreasonably disrupting the operations of the Buses.
- 28.2.4 The Authority agrees that it shall, at the request of the Operator, procure and provide the services of security forces of the Authority on a best effort basis.
- 28.2.5 The Authority shall ensure and procure that the personnel of the Operator and all its contractors, suppliers, sub-contractors and agents and the Users of the Buses are allowed free ingress and egress from the limits of the Buses without any unreasonable interference by the personnel of the Authority, including the security personnel employed by or on behalf of the Authority.
- 28.2.5 Deleted.



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

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 or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 29.2, 29.3 and 29.4, respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

29.2 Non-Political Event

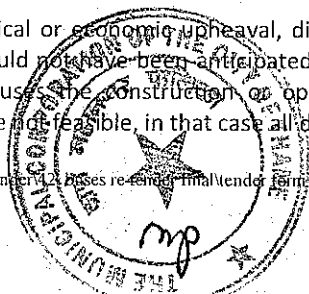
A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites);
- (b) any failure or delay of a Operator 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;
- (c) Deleted any delay or failure of an overseas Operator to deliver the Buses or equipment in India if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor, in that case all documentary proof be provide.
- (d) any judgment 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;
- (g) the discovery of geological conditions, toxic contamination or archaeological remains on the Site or the Depot Sites that could not reasonably have been expected to be discovered through a site inspection; or any event or circumstances of a nature analogous to any of the foregoing.

29.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person from both side and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible, in that case all documentary proof be provide.



Signature

Transport Manager

- (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 or fulfillment of Maintenance Obligations by the Operator for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year, in that case all documentary proof be provide.
- (e) any failure or delay of a Operator 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 Operator;
- (f) any Indirect Political Event that causes a Non-Political Event; or
- (g) 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) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 36 and its effect, in financial terms, exceeds the sum specified in Clause 36.1;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Operator or of the Contractors or Authority.
- (c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Operator or any of the Operator 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, authorization, 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 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 30.5.1, 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

29.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent and for achieving the Appointed Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

29.6.2 At any time after the Appointed Date, 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. The cost of the same shall be decided on mutual discussion by Authority and Operator.

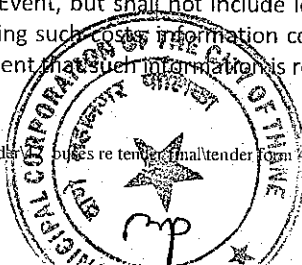
29.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "Force Majeure Costs") shall be allocated and paid as follows:

(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.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of income or debt repayment obligations and for determining such costs information contained in the Financial Package may be relied upon to the extent that such information is relevant.



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29.7.3 Save and except as expressly provided in this Article 29, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

29.8 Termination Notice for Force Majeure Event

If a Force Majeure Event 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, 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.

29.9 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:

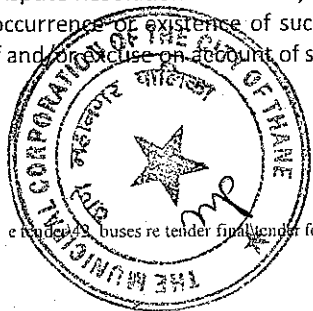
- (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure;
- (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure.
- (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.

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 as mentioned below as under Clause 32.3 as if it were an Authority Default

- (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure;
- (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure.
- (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.

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, as per Article 39 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 for a dispute on account of such Force Majeure Event.



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

29.11 Excuse from performance of obligations

29.11.1 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.

29.11.2 Notice should give to other party such in case of non performance of obligation due to force majeure to determine time of commencement of force majeure in order to define reasonable duration of 60 days.



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Thane Municipal Transport Undertaking
Thane Pin-400604.

ARTICLE 30
COMPENSATION FOR BREACH OF AGREEMENT

30.1 Compensation for default by the Parties

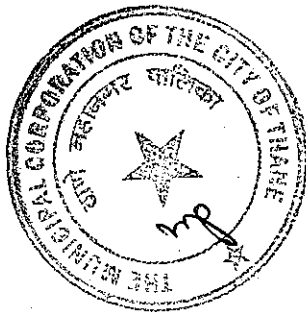
In the event of the Parties being in material default or breach of this Agreement, it shall pay to the other party by way of compensation, all direct costs suffered or incurred by the other party as a consequence of such material default or breach, within [30 (thirty)] days of receipt of the demand supported 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 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, such extension being equal in duration to the period by which COD was delayed.

30.3 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.




Transport Manager
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Thane Pin-400604.

ARTICLE 31
SUSPENSION OF OPERATOR'S RIGHTS

31.1 Suspension upon Operator Default

Upon occurrence of an Operator Default as mentioned in Article 31.1.1, 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 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 defraying the 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 with 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 authorized 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 pertaining to this agreement.

31.3 Revocation of Suspension

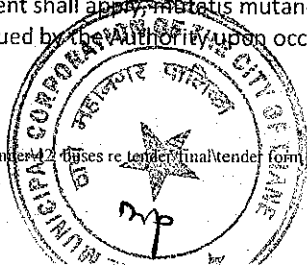
31.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

31.3.2 Upon the Operator having cured the Operator Default within a period not exceeding [90 (ninety)] days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Operator under this Agreement. For the avoidance of doubt, the Authority shall provide access to the Maintenance Depots and Buses, as the case may be, to enable the Operator to cure the Operator Default hereunder.

31.4 Termination

31.4.1 At any time during the period of Suspension under this Article 31, the Operator may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 32 as if it is an Operator Default under Clause 32.1.

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



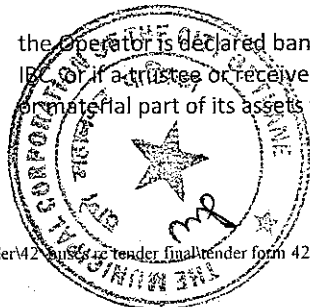
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ARTICLE 32
TERMINATION

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 (the "Operator Default"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall mean and include the following:

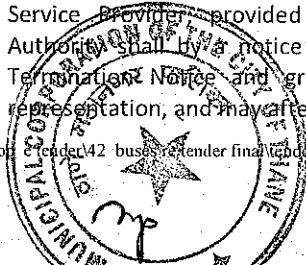
- (a) The Performance Security has been en-cashed and appropriated in accordance with Clause 9.2, and the Operator fails to replenish or provide fresh Performance Security, within a Cure Period of [30 (thirty)] days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in 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 supply the Prototypes within the period specified in Clause 13.6;
- (d) the Operator is in material breach of the Operation Obligations, Maintenance Obligations or the Safety Requirements, as the case may be;
- (e) the Operator has failed to make any payment to the Authority within the period specified in this Agreement;
- (f) a material breach of any of the Project Agreements by the Operator has caused a Material Adverse Effect;
- (g) the Operator creates any Encumbrance in breach of this Agreement;
- (h) the Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (i) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;
- (j) there is a Handover, 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 Service Provider, and such transfer causes a Material Adverse Effect;
- (k) an execution levied on any of the assets of the Operator has caused a Material Adverse Effect;
- (l) the Operator is declared bankrupt or insolvent by competent court under IB 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;



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- (m) the Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (n) a resolution for winding up of the Operator is passed, or any petition/application for winding up of the Operator or a corporate insolvency resolution process is admitted by a tribunal or court of competent jurisdiction and a provisional liquidator, receiver or an interim resolution professional is appointed and such order has not been set aside within [90 (ninety)] days of the date thereof or the Operator is ordered to be liquidated or wound up by a tribunal or court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Operator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Operator under this Agreement and the Project Agreements; and provided that:
 - i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Operator as at the Appointed Date; and
 - iii) each of the Project Agreements remains in full force and effect.
- (o) 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;
- (p) the Operator submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (q) the Operator has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- (r) the Operator issues a Termination Notice in violation of the provisions of this Agreement; or
- (s) 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 30 (thirty) 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 Service Provider, provided that before issuing the Termination Notice, the Authority shall first 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



[Signature]
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is in receipt of such representation, issue the Termination Notice subject to the provisions of Clause 31.4.

32.2 Termination for Authority Default

32.2.1 In the event that any of the defaults specified below shall have occurred by the Authority, and the Authority fails to cure such default within a Cure Period of 90 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 Service Provider;
- (b) the Authority has failed to make any payment to the Operator within the period specified in this Agreement; or
- (c) 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 a Authority Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

32.3 Termination Payment

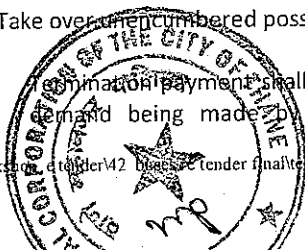
32.3.1 Upon Termination on account of an Operator Default during the Contract Period, the Authority shall pay to the Service Provider, by way of Termination Payment, an amount equal to

- (a) 80% (eighty per cent) of loan amount for procuring of buses and charging infrastructure;
- (b) 60% (sixty per cent) of own contribution of operator for procuring of buses and charging infrastructure.
- (c) An amount equal to the total outstanding dues for the services render up to the date of termination notices after deducting applicable penalty.

32.3.2 Upon Termination on account of an Authority default, the Authority shall pay to the Operator by a way of termination payment an amount equal to

- (a) Debt due ;
- (b) Refund/release performance security (if still subsisting) in full provided there are no outstanding dues of the authority on the operator.
- (c) Take over encumbered possession of bus depot/parking space provided to the operator.

Termination payment shall become due and payable to within 60 (sixty) days of a demand being made by the Operator to the Authority with the necessary



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particulars, as formulated by the Authority. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

32.3.3 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.

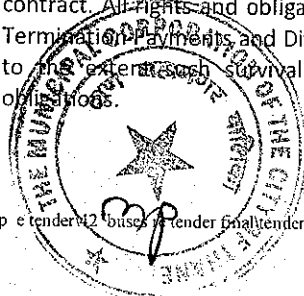
32.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) take possession and control of the contracted Buses, charging infrastructure and Maintenance Depots/terminals;
- (b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots/terminals;
- (c) 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 premises;
- (d) require the Operator to comply with the Divestment Requirements set forth in Clause 33.1; and
- (e) succeed upon election by the Authority, without the necessity of any further action by the Service Provider, 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 Service Provider. 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.

32.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 32.3.6, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.



ARTICLE 33
DIVESTMENT OF RIGHTS AND INTEREST

33.1 Divestment requirements upon expiry of the Agreement 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 Agreement Period:

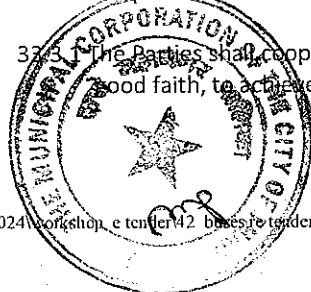
- (a) deliver forthwith the actual or constructive possession of the Maintenance Depots along with the infrastructure therein, free and clear of all Encumbrances;
- (b) cure all the equipment at the Maintenance Depots of any defect or deficiency such that it can continue to be used efficiently and economically in accordance with Good Industry Practice;
- (c) deliver and transfer relevant records, reports and Intellectual Property pertaining to the Maintenance Depots including all software and manuals pertaining thereto, and complete 'as built' Drawings as on the Handover Date so as to enable the Authority to operate and maintain the Buses and Maintenance Depots, 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 Bus and shall be assigned or licensed to the Authority free of any Encumbrance;
- (d) transfer and/or deliver all Applicable Permits in respect of the Maintenance Depots and Depot Sites 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; and
- (g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Operator in the Maintenance Depots 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 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 Service Provider'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 handover 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 handover 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 fair market value, the Dispute Resolution Procedure shall apply.

33.4 Divestment requirements upon Termination

33.4.1 Upon Termination, 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) deliver forthwith the actual or constructive possession of the Buses, free and clear of all Encumbrances;
- (b) cure all Buses of all defects and deficiencies so that the Buses are compliant with the Maintenance Obligations; provided that if such defects and deficiencies have arisen on account of accident, vandalism, arson, riot or natural calamity occurring no earlier than [120 (one hundred and twenty)] days prior to such Termination or expiry of the Agreement Period, the Authority shall grant to the Operator such additional time, not exceeding [240 (two hundred forty)] days, as may be reasonably required for repair and rectification thereof;
- (c) deliver and transfer relevant records, Intellectual Property and reports pertaining to the Buses including all software and manuals pertaining thereto, and complete 'as built' Drawings as on the Handover Date so as to enable the Authority to operate and maintain the Buses, 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 Bus and shall be assigned or licensed to the Authority free of any Encumbrance;
- (d) transfer and/ or deliver all Applicable Permits in respect of the Buses, 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 Buses; and
- (g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights,



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title and interest of the Operator in the Buses 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 Service Provider, the Parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any Termination Notice until the Termination of this Agreement becomes effective in accordance with its terms.

33.5 Inspection and cure

Not earlier than [90 (ninety)] days prior to Termination but not later than [15 (fifteen)] days prior to the effective date of such Termination, 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 Service Provider'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.

33.6 Vesting Certificate

The divestment of all rights, title and interest in the assets specified in Clause 33.1.1 shall be deemed to be complete on the date on which all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-P (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 Service Provider.

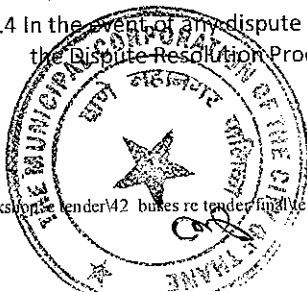
33.7 Divestment costs etc.

33.7.1 Upon expiry of the Contract Period, the Parties shall bear and pay equally, all costs incidental to divestment of all of the rights, title and interest of the Operator in the d Maintenance Depots in favour of the Authority.

33.7.2 In the event of Termination attributable to the Service Provider, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses and Maintenance Depots in favour of the Authority upon such Termination.

33.7.3 In the event of Termination attributable to the Authority, it shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Operator in the Buses and Maintenance Depots in favour of the Authority upon such Termination.

33.7.4 In the event of any dispute relating to matters covered by and under this Article 33, the Dispute Resolution Procedure shall apply.



ARTICLE 34
DEFECTS LIABILITY AFTER TERMINATION

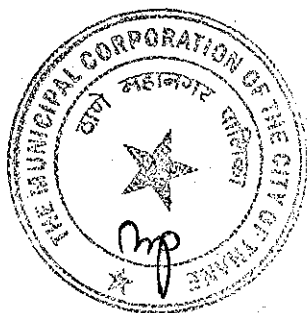
34.1 Liability for defects after Termination

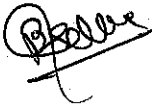
The Operator shall be responsible for all defects and deficiencies in the Buses and Maintenance Depot for a period of [180 (one hundred and eighty)] days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Buses 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 so as to make the Buses conform to the Maintenance Obligations. 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 Without prejudice to the provisions of Clause 34.2.1, the Authority shall carry out an inspection of the Buses and Maintenance Depots at any time between [180 (one hundred and eighty)] and [15 (fifteen)] days prior to the Termination and if it determines that the status of the Buses 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.


34.2.2 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 "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 Performance Guarantee 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 Guarantee 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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Part VI Other Provisions




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ARTICLE 35
ASSIGNMENT AND CHARGES

35.1 Restrictions on assignment and charges

- 35.1.1 Subject to Clause 35.2, this Agreement shall not be assigned by the Operator to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.
- 35.1.2 Subject to the provisions of Clause 35.2, 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.

35.2 Permitted assignment and charges

The restraints set forth in Clause 35.1 shall not apply to:

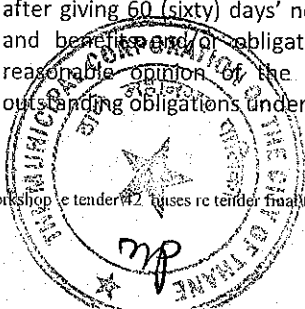
- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;
- (b) mortgages/pledges/hypothecation of goods/assets, and their related documents of title, arising or created in the ordinary course of business of the Operator, and 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) Liens or encumbrances required by any Applicable Law.

35.3 Substitution Agreement

- 35.3.1 The Lenders' Representative, on behalf of Senior Lenders, 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-S.
- 35.3.2 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.

35.4 Assignment by the Government

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 is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.



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Transport Manager
Thane Municipal Transport Undertaking
Pin-400604.

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 aggregate financial effect of which exceeds Rs. [2 crore (Rupees two crore)] in any Accounting Year, the Operator may so notify the Authority 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 increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Operator, the Parties shall meet, as soon as reasonably practicable but no later as [30 (thirty)] days from the date of notice and either agree on 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 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 aggregate financial effect of which exceeds Rs. [2 crore (Rupees two crore)] in any Accounting Year, the Authority may so notify the Operator and propose amendments to this Agreement so as to place the Operator in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than [30 (thirty)] days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within [90 (ninety)] days of the aforesaid notice, the Authority may by notice require the Operator to pay an amount that would place the Operator in the same financial position that it would have enjoyed had there been no such Change in Law, and within [15 (fifteen)] days of receipt of such notice, along with particulars thereof, the Operator shall pay the amount specified therein to the Authority; provided that if the Operator shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 36.2 shall be restricted to changes in law directly affecting the Operator's costs of performing its obligations under this Agreement.

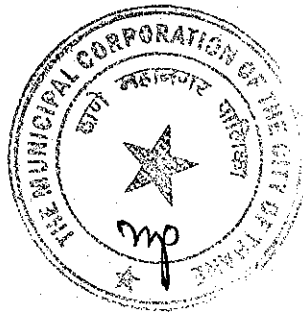
36.3 Protection of NPV

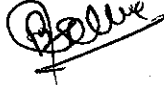
Pursuant to the provisions of Clauses 38.1 and 38.2 and for the purposes of placing the Operator in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavor to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the Parties may decide to procure that the NPV of the net cash flow is the same as it would have been in 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, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") 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, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

37.1.2 The Authority shall indemnify, defend, save and hold harmless the Operator 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 Site and Depot Sites, and/or (b) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Operator.

37.2 Indemnity by the Operator

37.2.1 Without limiting the generality of Clause 37.1, the Operator shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Operator to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its contractors which are payable by the Operator or any of its contractors.

37.2.2 Without limiting the generality of the provisions of this Article 37, the Operator shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary 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, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or

proceedings, the Maintenance Depots or Buses, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the Operator shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorizing continued use of the infringing work. If the Operator is unable to secure such license 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.

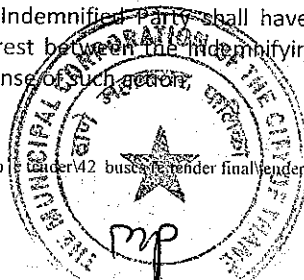
37.4 Defense of claims

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 indemnified 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 defense 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 defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

37.4.2 If the Indemnifying Party has exercised its rights under Clause 37.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

37.4.3 If the Indemnifying Party exercises its rights under Clause 37.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorized 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 defense of such action.



- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or

Provided that if Sub-clauses (b), (c) or (d) of this Clause 37.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

37.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 37, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

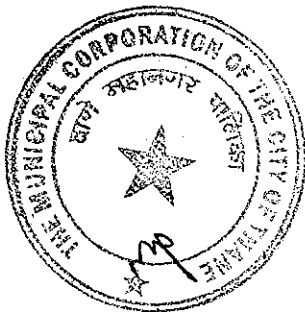
37.6 Limitation of Liability

- 37.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, save and except Termination Payment, shall not exceed Rs. [300 crore (Rupees three hundred crore)]. 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.



Bella
Transport Manager
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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 sole 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.

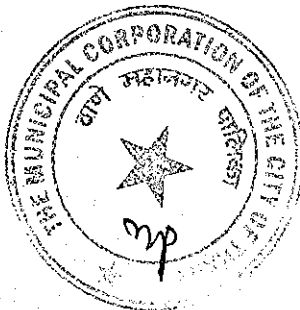
38.2.2 The Operator shall, for the purpose of operation and maintenance of any utility allow free access to the Depot Sites, as the case may be, at all times for the authorised persons and vehicles of the controlling body of such utility.

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

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person 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 Municipal Commissioner, Thane Municipal Corporation for amicable settlement, and upon such reference, the said persons shall meet no later than [15 (fifteen)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [15 (fifteen)] 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.

39.3 Arbitration

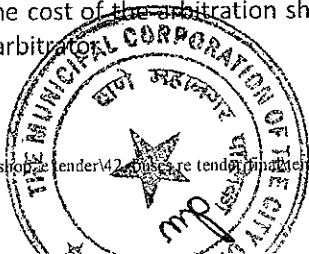
39.3.1 Dispute resolution

i. Any dispute arising between the Bidders/Successful Bidder and TMTU (Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of this Tender Document and/or the Contract or the validity or breach thereof, shall first be settled by mutual consultation between the authorized representatives of the Parties.

39.3.2 The dispute, if any, which is not resolved amicably, shall be resolved through arbitration by a 3 member arbitration panel, to which members shall be chosen by mutual consent of both parties. Out of the 3 member arbitration panel, one shall be a technical expert (retd. PWD Superintending Engineer or equivalent), one shall be a financial expert (retd. Class I MAFS Officer), and third member shall be a retired High Court judge (presiding arbitrator).

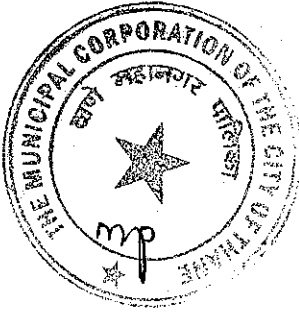
39.3.3 All proceedings in such Arbitration shall be conducted in English. The Arbitration proceedings shall take place in Thane, India.

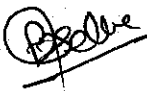
39.3.4 The cost of the arbitration shall be borne by the Parties as per the award passed by the sole arbitrator.



39.3.5 Any decision or award resulting from the aforesaid arbitration shall be final and binding upon TMTU and the Successful Bidder.

39.3.6 During the arbitration proceedings, the Successful Bidder shall continue to perform the services under the Contract unless otherwise directed in writing by TMTU or unless the same is the subject matter of dispute.




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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 Safety Requirements and the Manual of 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

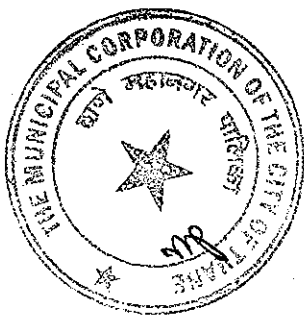
The Operator shall make available for inspection by any person copies of all Documents and data relating to safety of the Buses, free of charge, during normal business hours on all working days, at the Operator's Registered Office. The Operator shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

40.3 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 42.1 and 42.2, 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 42.1 and 42.2, 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 (complaint register) in every bus for recording of complaints by passenger and another for recording complaints by drivers and maintenance staff in depot.

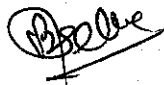
41.1.2 The complaint register shall be securely bound.

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 Re-dressal of complaints

41.2.1 In the event that a complaint shall require an urgent response from the Operator, the Driver of Buses or any maintenance staff of the Authority, as the case may be, shall inform the Maintenance Depot or the Operational Control Centre forthwith and upon receiving such complaint, the Operator shall dispatch its Prompt Response Team and take such other action as may be necessary.




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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 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 judgment 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 judgment that may be made or given in connection therewith).

42.3 Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Operator in the Maintenance Depots shall be deemed to be acquired and owned by the Operator. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Operator under Applicable Laws.

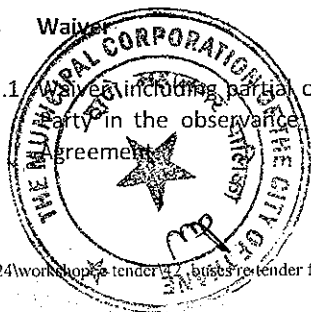
42.4 Delayed payments

42.4.1 The Parties hereto agree that payments due 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 [45 (forty five)] days of receiving a demand along with the necessary particulars.

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 Waives including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.



- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.

42.5.2 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 there under 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 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

42.7 Survival

42.7.1 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.

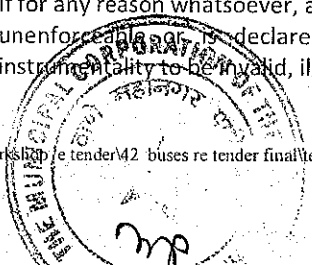
42.7.2 All rights and obligations surviving Termination shall only survive for a period of [5 (five)] years following the date of such Termination; provided, however, that all obligations of the Operator in relation to licensing, sub-licensing, assignment or transfer of the specified Intellectual Property to the Authority shall survive the Termination in perpetuity.

42.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Operator arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such. The MOM (per –bid points) all the Annexure (A to F) and corrigendum will form the part of this agreement

42.9 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable, it is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability



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of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

42.10 No partnership

This Agreement shall not be interpreted or construed to create an association or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

42.11 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

42.12 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

42.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Operator, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Operator may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Delhi 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 e-mail to the number as the Operator may from time to time designate by notice to the Authority;

(Attention:

Designation:

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 Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;

(c)

{Name:

Designation:

Address: Fax

No: Email:};

and

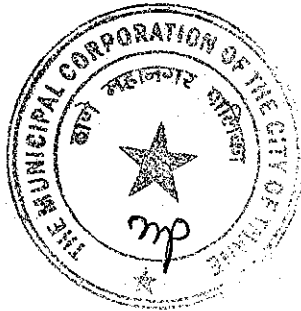
- (d) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; 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.

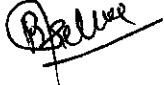
42.14 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

42.15 Counterparts

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




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Thane Pin-400604.

**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;

"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)³ thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Contract Period is extended, but the revision on account of WPI shall continue to be made;

"Affected Party" shall have the meaning as set forth in Clause 29.1;

"Agreement" or **"Supply-cum-Operation and Maintenance Agreement"** means this Agreement, its

Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Annual Assured Bus Kilometers" shall have the meaning ascribed to it in Clause 22.4.2;

³ 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 year Contract Period shall be 100/180=



Signature

Transport Manager
with the undertaking

0. 555 rounded off to two decimal points i.e. 0.56.

"Annual Assured Payment Amount" shall have the meaning ascribed to it in Clause 23.4.3;

"Annual Safety Report" shall have the meaning ascribed to it in Clause 18.5.1;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, 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;

"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;

"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"** shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary), or is under the common control with the Bidder (i.e. sister concern).

As used here, the expression "control" means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly (i.e., together with one or more of its subsidiaries/ Holding companies), of at least 50% of the voting shares/shareholding of the firm in question. OR (ii) 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.

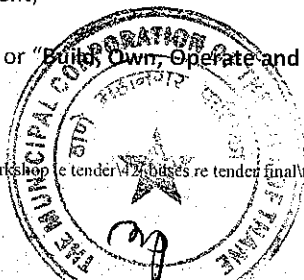
While aggregating the financial and technical capability (manufacturing/operations) of any Associates of the Bidder for the purpose of meeting the respective Qualifications Criteria required of the Bidder shall be permitted.

"Authority Default" shall have the meaning set forth in Clause 32.2.1;

"Authority Nominated Personnel" means any person authorized by the Authority to collect User Fare from passengers for using the Bus Service;

"Authority Representative" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"BOOT" or **"Build Own, Operate and Transfer"** shall have the meaning as set forth in Recital (G);



"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 Security" means the security provided by the Operator to the Authority along with the Bid in accordance with the Request for Proposals, 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 operation or impedes the operation so much that it is impossible or dangerous to operate;

"Bus" means bus complying with Standards and Specifications as detailed in Schedule B, procured by the Operator as per the Procurement Schedule, for the purposes of Project;

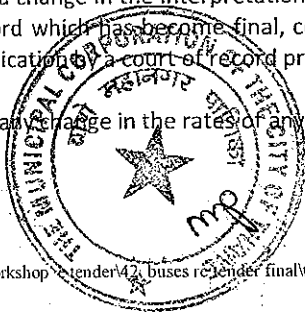
"Bus Kilometre" means kilometres travelled by each Bus, as per this Agreement or as directed/approved by the Authority;

"Bus Stop" means designated stops as per Schedule [•] along the routes from where passengers board and alight the Bus;

"CPIIW" means the Consumer Price Index for Industrial Workers published by Labour Bureau, Government of India and shall include any index which substitutes the CPIIW, and any reference to CPIIW shall, unless the context otherwise requires, be construed as a reference to the CPIIW published for the period ending with the preceding month;

"Change in Law" means the occurrence of any of the following after the Bid Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law, which has not entered into effect until the Bid Date;
- (d) a change in the interpretation or application of any Indian 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
- (e) 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 COD and

- (ii) 10% (ten per cent) thereof, or such lower proportion as may be permitted by the Authority during the remaining Contract Period; provided that any material variation (as compared to the representations made by or on behalf of the Operator during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of {the Selected Bidder/Lead Member} to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership. Any direct and/or indirect transfer of legal or beneficial ownership of any shares, or securities convertible into shares, (i) such that the Consortium Members cease to collectively hold a minimum of 51% (fifty one per cent) of the subscribed and paid-up Equity of the Operator, (ii) the Lead Member cease to hold a minimum of 38% (thirty eight per cent) of such Equity, or (iii) by any Consortium Member whose technical and/or financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification, that results, or may result, in such member ceasing to hold Equity less than; (a) 10% (ten six per cent) of the Equity; or (b) 5% (five per cent) of the total project cost, till the expiry of COD, shall constitute a Change in Ownership;]

"Change of Scope" shall have the meaning as set forth in Clause 15.1;

"Change of Scope Order" shall have the meaning set forth in Clause 15.2;

"Charging Infrastructure" means the infrastructure including the equipment installed by the Operator for the sole purpose of charging Buses at the Maintenance Depots;

"Control Centre" shall have the meaning as set forth in Clause 16.4.6;

"Conditions Precedent" shall have the meaning as set forth in Clause 4.1.1;

"Consortium" shall have the meaning as set forth in Recital (B);}

"Consortium Member" means a company specified in Recital (B) as a member of the Consortium;}

"Consumables" shall have the meaning as set forth in Clause 17.3.1;

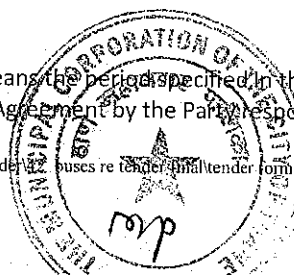
"Construction Period" means the period beginning from the Appointed Date and ending on COD;

"Construction Works" means all works and things necessary to complete the Maintenance Depots in accordance with this Agreement;

"Contract" shall have the meaning as set forth in Clause 3.1.1

"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 construction, operation and/or maintenance of the Maintenance Depots 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;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:



- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Operator requires any reasonable action by the Operator that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord its approval;

"Damages" shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- (a) the principal amount of the debt provided by the Senior 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 [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 Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and
- (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior 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;

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

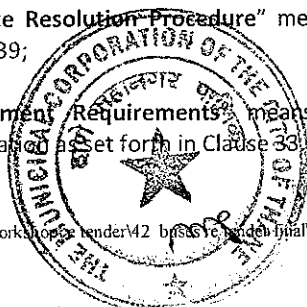
"Depot Sites" shall have the meaning as set forth in Article 10;

"Designs" or "Drawings" means all of the drawings, designs, calculations and documents pertaining to the Buses as set forth in Schedule-F;

"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 39.1.1;



"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency" means a condition or situation that is likely to endanger the 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 Depot Sites Maintenance Depots or Buses and [Real Estate Development], 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;

"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 Operator shall open and maintain with a 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;

"Failure" shall have the meaning set forth in Clause 17.12.2;

"Fee" shall have the meaning set forth in Clause 22.1;

"Fee Revision" shall have the meaning set forth in Clause 22.5.1;

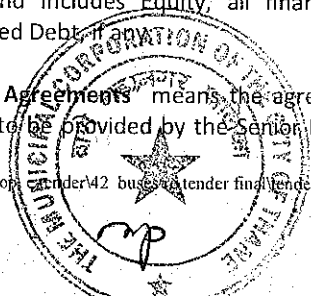
"Fee Revision Date" means the date of Fee Revision in accordance with Clause 22.5;

"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

"Financial Model" means the financial model adopted by Senior 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 Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"Financial Package" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements, Subordinated Debt, 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 non-



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convertible 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;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 29.1;

"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 Instrumentality" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Buses or Maintenance Depots as the case may be, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;

"Guaranteed Safety" shall have the meaning as set forth in Clause 20.6.3;

"Guaranteed Reliability" shall have the meaning as set forth in Clause 20.4.4;

"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;

"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;

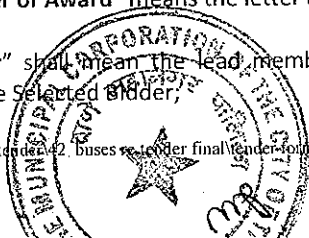
"Intellectual Property" means all patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical 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;

"Invoice Amount" shall have the meaning as set forth in Clause 22.3.1;

"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;



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"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;

"Licensed Premises" shall have the meaning set forth in Clause 10.2.2;

"Maintenance Depots" shall have the meaning as set forth in Clause 17.14;

"Maintenance Depot Completion Date" means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14;

"Maintenance Depot Completion Schedule" means the Project Milestones set forth in Schedule-E for completion of the Maintenance Depots on or before the Scheduled Maintenance Depot Completion Date;

"Maintenance Inspection Report" shall have the meaning as set forth in Clause 19.3;

"Maintenance Manual" shall have the meaning ascribed to it in Clause 17.2;

"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;

"Non-Political Event" shall have the meaning as set forth in Clause 29.2;

"O&M" means operation and maintenance of the Buses and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

"O&M Contract" means the maintenance contract that may be entered into between the Operator and the O&M Contractor for performance of all or any of the O&M obligations;

"O&M Contractor" means the person, if any, with whom the Operator has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Operator;

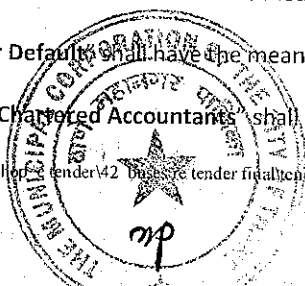
"O&M Expenses" means expenses incurred by or on behalf of the Operator or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"Operation Manual" shall have the meaning as set forth in Clause 17.21.2;

"Operational Route" shall have the meaning as set forth in Clause 17.14;

"Operator Default" shall have the meaning as set forth in Clause 32.1.1;

"Panel of Chartered Accountants" shall have the meaning set forth in Clause 26.2;



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Transport Manager

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the parties to this Agreement individually;

"Performance Security" shall have the meaning as set forth in Clause 9.1.1;

"PHPDT" or "Peak Hour Peak Direction Traffic" means the maximum number of Users commuting through the entire length of the busiest section of a Route consisting of [5 (five)] successive bus stops on a Route during a Peak Hour in the direction which is carrying a higher volume of traffic;

"PK Fee" shall have the meaning as set forth in Clause 22.1.5

"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 29.3;

"Project" means the supply, operation and maintenance of Buses and the construction, 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 [and shall include Real Estate Development];

"Project Agreements" means this Agreement, construction contracts, [O&M Contract], [all agreements relating to Real Estate Development] 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 procurement of components, sub-systems for the Buses and 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 Depot Sites 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;

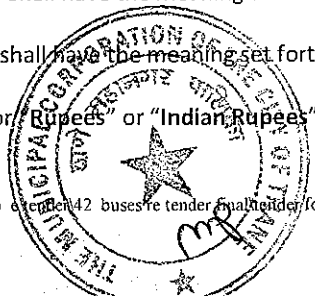
"Project Milestones" means the project milestones set forth in Schedule-E;

"Prompt Response Teams" or "PR Teams" shall have the meaning as set forth in Clause 17.14.1;

"Prototypes" shall have the meaning as set forth in Clause 13.5.1;

"Punch List" shall have the meaning set forth in Clause 14.1.4;

"Re.", "Rs." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;



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Transport Manager
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"Real Estate Development" shall have the meaning set forth in Clause 3.1.3;

"Reliability" shall have the meaning as set forth in Clause 20.2.1;

"Reliability Measurement Unit" shall have the meaning as set forth in Clause 20.4.2;

"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 (C);

"Request for Qualification" or "RFQ" shall have the meaning as set forth in Recital (B);

"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], in accordance with this Agreement;

"Safety" shall have the meaning as set forth in Clause 20.6.1

"Safety Measurement Unit" shall have the meaning as set forth in Clause 20.6.2

"Safety Requirements" shall have the meaning as set forth in Clause 18.1;

"Scheduled Maintenance Depot Completion Date" shall have the meaning set forth in Clause 12.5.1;

"Scope of the Project" shall have the meaning as set forth in Clause 2.1;

"Selected Bidder" shall have the meaning as set forth in Recital (D);

"Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, 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 paripassu charge on the assets, rights, title and interests of the Operator;

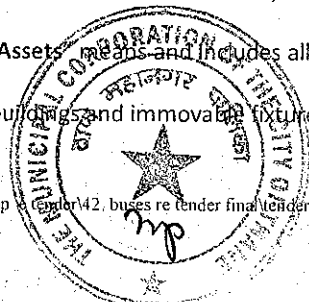
"Site" shall have the meaning set forth in Clause 10.1;

"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 all or any of the following:

- (a) all buildings and immovable fixtures or structures forming part of Real Estate Development;



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- (b) 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;]

"State" means the States of India, including a Union Territory, where the Buses are operated and the Maintenance Depots are located and **"State Government"** means the governments of those States;

"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;

"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

- (a) the principal amount of debt provided by lenders or the Operator's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
- (b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Operator's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"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 Authority 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;

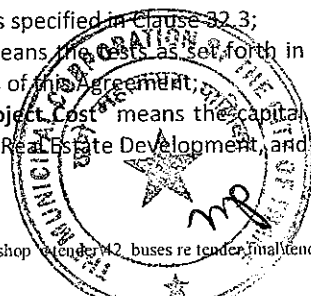
"Termination" means the expiry or termination of this Agreement;

"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:



[Signature]

Transport Manager
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- (a) the capital cost of the Project, as set forth in the Financial Package;
- (b) the actual capital cost of the Project upon completion; and
- (c) a sum of Rs. ***** crore (Rupees ***** crore);

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 hereinbefore 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.

"Training Obligations" shall have the meaning as set forth in Clause 23.1;

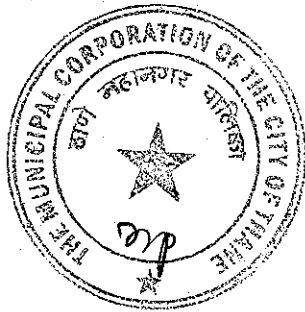
"Transfer Date" means the date of completion of the Services under this Agreement or termination of the Agreement by a Termination Notice;

"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 33.6.

"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.



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Thane Municipal Transport Undertaking
Thane Pin-400604.

Article 44
Penalties

Deficiency and Incident Wise Damages/ Fines

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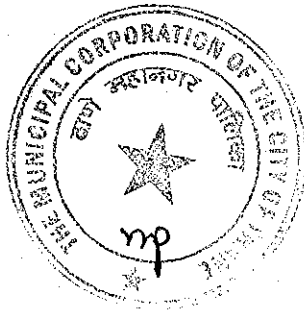
Transport Manager
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Thane Pin-400604.

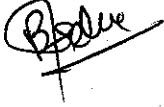
Article -45

Completion of Contract Period

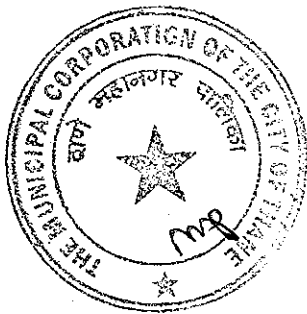
After the completion of the contract period of 12 years following activities to be carried out

- a) Bus operator will peacefully vacate the depot premises and handover the premises to the Authority
- b) Since the contract is on BOOT basis all Fixed infrastructure such as Chargers, and any other permanent installations established by the bus operator will be handed over to the Authority.
- c) After the successful completion of the project the bidder shall transfer the ownership of the buses, EV charging stations and any other components in the unit rate/km to TMTU/TMC.
- d) The moveable equipment's will be collected by the Bus operator however if Authority desires to retain the equipment's same will be handed over to Authority.
- e) All the scrap generated during the Maintenance of buses will be proprietary of the Bus operator.




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SCHEDULES



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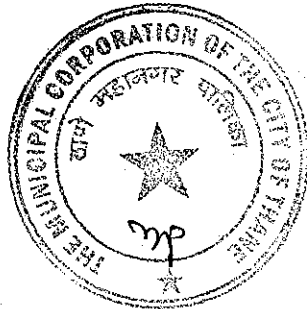
SCHEDULE -A
(See Clause 12.5.1)

SPECIFICATIONS AND STANDARDS

1. The Operator shall comply with the Bus Specifications (including specifications for ITS) set forth in Annex - I of this Schedule - B 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 in Annex - I to this schedule by the Authority.

Annex – I

1. 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.
2. 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.



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SCHEDULE-B
(See Clause 4.1.3)
APPLICABLE PERMITS

I. The following permits shall be obtained by the Operator:

1. [For Buses]

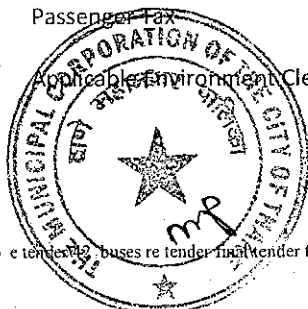
- (a) Commercial Vehicle Permit
- (b) Certificate of Registration of Buses
- (c) Certificate of Fitness
- (d) Pollution under Control Certification
- (e) Bus Insurance
- (f) Customs Clearance Certificate (if needed)

2. For Depot

- (a) Fire safety clearance from Fire Department
- (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets
- (c) Customs Clearance Certificate for any testing or maintenance equipment (if needed)
- (d) Permission of State Government for cutting of trees
- (e) Any other permits or clearances required under Applicable Laws.
- (f) Stage Carriage Permit
- (g) Bus Permits

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
- 2. Conductor's License
- 3. Fare Notification
- 4. Passenger Tax
- 5. Applicable Environment Clearance from State Government



[Handwritten Signature]

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SCHEDULE-C

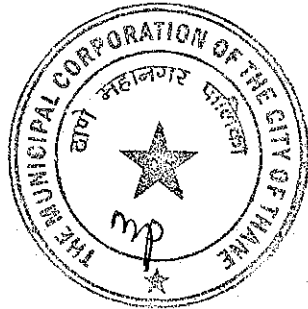
DESIGN AND DRAWINGS

1 Designs and Drawings

- 1.1 In compliance of the obligations set forth in Clause 13.1 of this Agreement, the Operator shall furnish to the Authority, free of cost, all General schematic drawings, bus layout, front and rear and both side view of the Prototypes listed in Annex-I of this Schedule-F; provided that the Designs and Drawings relevant for design review by the Government as specified in Clause 13.1.2, 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 Annex – I, 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 Annex– I of this Schedule F.]



Transport Manager
Thane Municipal Transport Undertaking
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Annex – I
List of Designs and Drawings

[•]


1 Designs and Drawings

In compliance with the requirement under Article 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]



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SCHEDULE-D

(See Clause 13.9)

SCHEDULE-E
(See Clause 13.5)

TESTS

1 Tests

- 1.1 Deleted 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.)
For 9 Mtr. Length Bus: Bus has to run Min. 220 km in a day within two shifts and maximum 75 minutes opportunity charging. Range in single charge will be above 120 km with 80% SoC for trial purpose only or CMVR certificate/ Type Approval from competent Authority regarding range in single charge will be consider at the time of proto inspection
- 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 Deleted .
- 1.4 The Operator shall provide the results of all Tests to the Authority for review and comments, if any.

2 Schedules 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

On successful completion of Tests, the Authority shall issue an Acceptance Certificate for the Prototype in accordance with the provisions of Article 13.




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SCHEDULE-F
(See Clause 16.5)

DEPLOYMENT PLAN

The Deployment Plan should include list of Routes, frequencies, headway, number of Buses to be deployed on each Route, and any other information the Authority intends to include.⁴

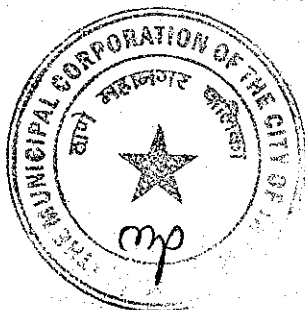
| Route Number | From | Via | To | Span of Operations | Number of Buses | Headway |
|--------------|------|-----|----|--------------------|-----------------|---------|
| | | | | | | |
| | | | | | | |
| | | | | | | |


Assured Fleet Availability of Buses

The following number of Buses shall operate on each respective route:

| | Number of Buses Peak Requirement | | | | Daily Scheduled Bus Kilometres | | Number of Days/Nights | | Total Scheduled Bus Kilometres | |
|--------------------------------|----------------------------------|--------|---------|-------|--------------------------------|--------|-----------------------|--------|--------------------------------|--------|
| | Morning | Midday | Evening | Night | Days | Nights | Days | Nights | Days | Nights |
| Mondays to Fridays | | | | | | | | | | |
| Saturdays | | | | | | | | | | |
| Sundays | | | | | | | | | | |
| Public Holidays | | | | | | | | | | |
| | | | | | | | | | | |
| Total | | | | | | | | | | |
| Total Scheduled Bus Kilometres | | | | | | | | | | |

Note 1: 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 meter of the floor space available for use by passengers inside a Bus to ensure that the Operator can meet its KPIs accordingly.




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SCHEDULE-J
(See Clause 18.1)

SAFETY REQUIREMENTS

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 The Operator shall bear full responsibility for the safety of the Bus Services throughout the Contract Period in accordance with the Contract.
- 1.3 Without prejudice to the Operator's obligation to ensure the safety of the Bus Service, the Operator shall:
- (a) comply with Applicable Laws;
 - (b) provide all appropriate measures in the providing Bus Service and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, contractors, staff and the general public;
 - (c) consult with Authority and adopt the requirements of the emergency services;
 - (d) take particular care to ensure safety for all passengers at accesses and exits, while waiting, boarding or alighting and when moving along the Buses; and
 - (e) have due regard for the safety of third parties, in particular pedestrians and other road users, in the operation and maintenance of Project Facilities.

2. Safety Planning

- 2.1 The Operator shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Authority and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult 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.

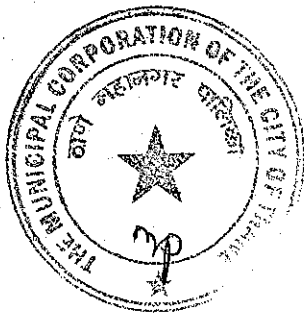
- 4.2 The Operator shall comply and shall procure that Sub-Contractors shall comply with the requirements of all relevant Government Authorities

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 ("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 instills 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, fatalities, 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.

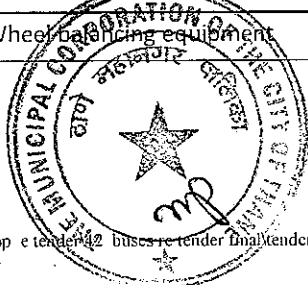


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SCHEDULE-K
(See Clause 17.1)

MAINTENANCE DEPOTS EQUIPMENT

| Sr. No. | Equipment |
|----------|---|
| A | |
| 1. | Fully automatic three brushes bus washing machine with simultaneous chassis and wheel Washing arrangement and complete with waste water treatment and recycling system. |
| 2. | [Effluent Treatment Plant (ETP)] |
| 3. | Heavy duty vacuum cleaner |
| 4. | Fire safety equipment set |
| 5. | Air compressor |
| 6. | Paint booth complete with environment control, paint drying system, etc. |
| B | |
| 7. | Lathe machine complete with general tools, jigs and fixtures |
| 8. | Radial drilling machine |
| 9. | Brake drum turning / re-boring machine |
| 10. | Hydraulic press |
| 11. | Brake efficiency assessment system |
| 12. | Wheel alignment |
| 13. | Head light beam aligner |
| C | |
| 14. | Grease pump (Air operated) |
| 15. | Hand held grease pump |
| 16. | [Pneumatic combined waste oil extractor and dispenser] |
| D | |
| 17. | Engine diagnostic system - complete with, sensors, microprocessor and diagnostics Software |
| E | |
| 18. | Pedestal mounted and portable digital, with auto cut-off, tire inflation system |
| 19. | Nitrogen tire inflation |
| 20. | Tire - wheel rim dismantling and assembling system / tyre changer |
| 21. | Wheel balancing equipment |



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

| Sr. No. | Equipment |
|---------|-----------|
|---------|-----------|

F

| | |
|-----|--|
| 22. | Simulators for Driver training |
| 23. | Capacity building /training facilities and equipment |

G

| | |
|-----|--------------------------------------|
| 24. | Auto electrical test bench |
| 25. | AC gas charger with AC gas cylinders |
| 26. | Battery charger auto cut-off system |
| 27. | Battery tester |
| 28. | Multi-function tester |

H

| | |
|-----|---------------------------------|
| 29. | Hydraulic jack |
| 30. | Hydraulic pallet trolley |
| 31. | Hydraulic engine lifting crane |
| 32. | Battery operated forklift truck |
| 33. | Break down relief van |

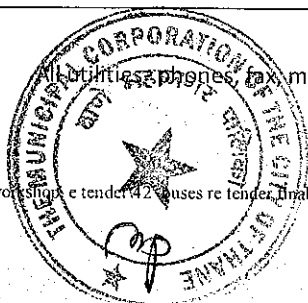
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| | |
|-----|--|
| 34. | Power cutter |
| 35. | Pneumatic impact tools kit |
| 36. | Portable electric welding machine |
| 37. | Portable gas welding machine |
| 38. | Full set of hand tools, including torque wrench, measuring instruments, gauges |
| 39. | Riveting tools, hand drills, riveting guns / equipment |
| 40. | Sheet metal / tubing / structural items cutting, forming facilities / equipment; plywood and upholstery cutting and fabrication facilities |

J

| | |
|-----|--|
| 41. | Work benches, bench vices. Hand drills, jigs and fixtures, clamping devices, |
| 42. | Commercial washing machine |
| 43. | Washing pumps with guns |
| 44. | Complete set of workmen cup boards, rest room facilities |
| 45. | Office furniture, cup boards, all other office requirements |

46. All utilities, phones, fax, mobile phones, printers, etc. for workshop and other offices



B. Patel
Transport Manager
 Thane Municipal Transport Undertaking

| Sr. No. | Equipment |
|---------|--|
| 47. | Vehicles for officers, checking, attending to alerts /emergencies |
| 48. | Safety and security equipment / facilities |
| 49. | Water cooler with water filter / purifier |
| 50. | Tree plantation / landscaping |
| 51. | Room air conditioners, desert coolers, heaters, fans in offices and workshop areas |
| 52. | Depot yard lighting - high mast type, search lights, etc. |

K

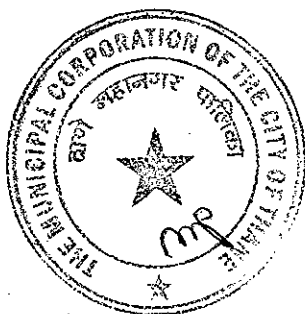
| | |
|-----|--|
| 53. | Storage facilities for: <ul style="list-style-type: none"> • new materials, spares, aggregates, tyres, oils and lubricants • repairable as above • scrapped and disposable items as above |
| 54. | Vehicles for transportation of materials, stores and spares |
| 55. | Desk tops and laptops, printers, related hard ware and software; cash counting, safe cash storage and handling equipment |

L

| | |
|-----|---|
| 56. | Basic Control Centre equipment including those related to IT, ITS, communication, display, etc. - hardware and software |
| 57. | Navigation based operational schedule monitoring system |

M Other ITS

| | |
|-----|---|
| 58. | Deleted |
| 59. | Other equipment, facility, tools etc. if any required for O&M of Buses and for other facilities under its control |



[Signature]
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-L
(See Clause 27.1)

ESCROW AGREEMENT

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

ESCROW AGREEMENT

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 Lenders' Representative) and having its registered office at acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this

Agreement (hereinafter referred to as the **"Lenders' Representative"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 (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

4 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:

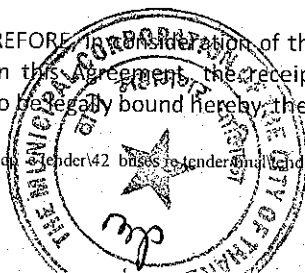
(A) The Authority has entered into a Supply cum Operation and Maintenance Agreement dated

..... 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) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) 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:



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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 referred to in Recital (C) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Operator or the Authority, as the case may be and shall commence from the date on which a notice is delivered by the Authority or Operator, to the Operator or the Authority, as the case may be, with either the Operator or the Authority asking the other Party to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out there from on the Payment Date(s).

1.2 Interpretation

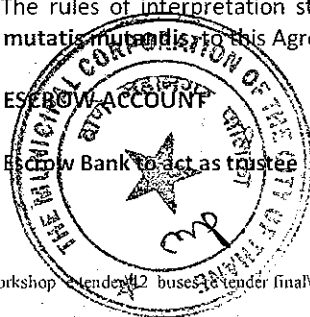
1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning 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
2.1

ESCROW ACCOUNT
Escrow Bank to act as trustee



[Signature]
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

2.1.1 The Operator hereby appoints the Escrow Bank to act as trustee for the Authority, Lenders' Representative and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Operator 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, Lenders' Representative and the Operator, and applied in accordance with the terms of this Agreement. No person other than the Authority, Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator or the Senior Lenders' or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, Lenders' Representative and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

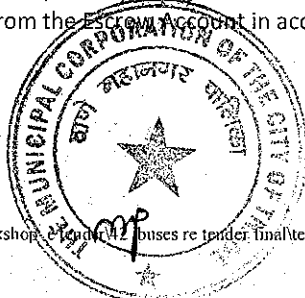
2.3.1 Within {insert number of days} days from the date of this Agreement, and in any case prior to the Appointed Date, the Operator shall open and establish the Escrow Account with the..... (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

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 Operator shall, after consultation with the Lenders' Representative 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.



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2.5 Rights of the parties

The rights of the Authority, Lenders' Representative and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, Lenders' Representative and the Operator shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Operator

The Parties hereto acknowledge and agree that upon substitution of the Operator with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Operator under this Agreement on and with effect from the date of substitution of the Operator with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNT

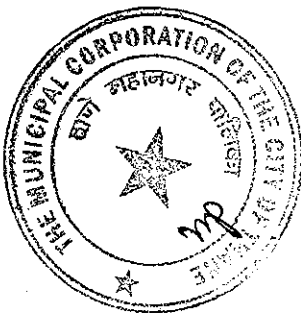
3.1 Deposit by the Authority

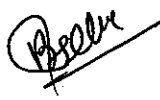
3.1.1 The Authority agrees and undertakes that it shall deposit into and/or credit the Escrow Account with;

(a) Fee in accordance with Article 22 of the agreement wherein the Authority shall at

all times throughout the Contract Period maintain in the Escrow Account, a balance of at least an amount equivalent to {2 (two)} months' estimated Fee;

(b) Any other monies disbursed by the Authority to the Operator;




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- (c) Damages payable to the Operator;
- (d) Termination Payments.

3.2.2 The Operator may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the Contractors under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.3 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 payments towards taxes and other statutory levies, payable by the Operator for and in respect of the Project;
- (b) all payments relating to construction of the Maintenance Depot and procurement of Buses, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the SCOM Agreement and that the amounts claimed are due to it from the Operator;
- (e) monthly proportionate provision of Debt Service due in an Accounting Year;
- (f) all payments and Damages certified by the Authority as due and payable to it by the Operator pursuant to the SCOM Agreement;



[Handwritten Signature]

- (g) monthly proportional provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (h) any reserve requirements set forth in the Financing Agreements; and
- (i) balance, if any, in accordance with the instructions of the Operator.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Operator shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

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 excluding Subordinated Debt;
- (c) all payments and Damages certified by the Authority as due and payable to it by the Operator pursuant to the SCOM Agreement and any claims in connection with or arising out of Termination;
- (d) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 34 of the SCOM Agreement;
- (e) outstanding Debt Service including the balance of Debt Due;
- (f) outstanding Subordinated Debt;
- (g) incurred or accrued O&M Expenses;
- (h) any other payments required to be made under the SCOM Agreement; and
- (i) balance
- (j) if any, in accordance with the instructions of the Operator:

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds



Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall remain deposited in the Escrow Account.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

[●] 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.

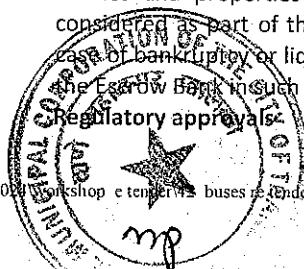
5.3 Communications and notices

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 [●] 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;
- (d) shall, within [●] 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.



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:

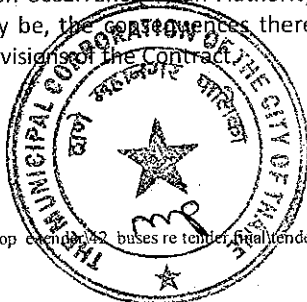
- (a) the Authority commits breach of this Agreement by failing to deposit any monies into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of [●] business days;
- (b) the Authority causes the Escrow Bank to transfer 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 [●] 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 [●] 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 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 [●] business days;
- (b) 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 [●] business days; or
- (c) 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 [●] business days.

- 6.1.3 Upon occurrence of an Authority Escrow Default or Operator Escrow Default, as the case may be, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.



7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall unless terminated earlier by the mutual consent of the Parties or otherwise in accordance with the provisions of this Clause by written notice from the Authority and the Operator to the Escrow Bank, remain in full force and effect for the duration of the Contract.

7.2 Substitution of Escrow Bank

The Authority may after consultation with the Operator, by not less than [●] days prior notice to the Escrow Bank, the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Authority made on or after the payment by the Authority of all outstanding amounts under the Contract including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Authority. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

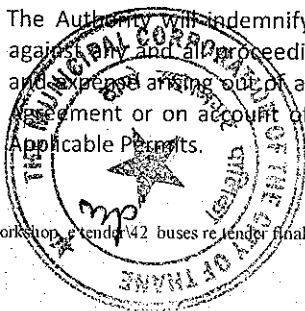
8.1 Supplementary escrow agreement

The Authority and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the restrictions on withdrawals by the Operator or the Authority in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

- 9.1.1 The Authority will indemnify, defend and hold the Operator and Escrow Bank, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Authority of any of its obligations under this Agreement or on account of failure of the Authority to comply with Applicable Laws and Applicable Permits.



9.1.2 The Operator will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Operator to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract.

9.1.3 The Escrow Bank will indemnify, defend and hold the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Authority's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within [●] 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

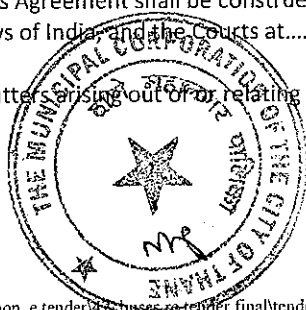
Language of arbitration shall be English.

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

Matter arising out of or relating to this Agreement.



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

11.4 Alteration of terms

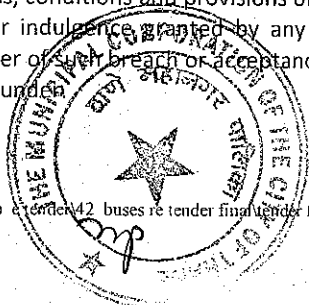
All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

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 [•] years following the date of such termination or expiry of this Agreement.

11.8 Severability

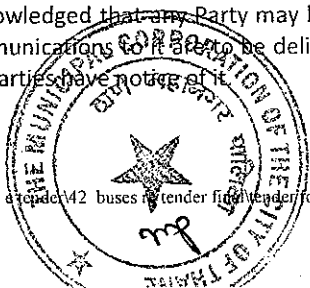
If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The addresses for service of each Party, its facsimile number or e-mail, are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.



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Transport manager 231
Cape Municipal Transport Undertaking
160604

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorized 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 four counterparts, each of which when executed and delivered shall constitute an original of this Agreement

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

SIGNED, SEALED AND

DELIVERED

For and on behalf of

ESCROW BANK by:

(Signature)

(Name)

(Designation)

AUTHORITY by:

(Signature)

(Name)

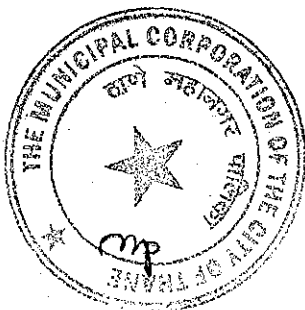
(Designation)

SIGNED, SEALED AND

DELIVERED

For and on behalf of

AUTHORITY by:



B. J. J.
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-M
(See Clause 20.9)

PASSENGER CHARTER

*** Buses

At your service

Our Passenger Charter explains our commitments to you and sets out the targets that these are based upon. It is not legally binding and does not affect your legal rights, which are set under the law. Copies of the Conditions can be obtained from our Customer Service Centre. They can also be viewed online at www.*****.

Contents

- (1) Introduction
- (2) Our standards for bus service performance
- (3) Information and planning for your journey
- (4) Passengers who require assistance
- (5) Buying a ticket
- (6) Your journey
- (7) Claims for delays and cancellations
- (8) Listening to your views

1. Introduction

We want to give our passengers excellent service!

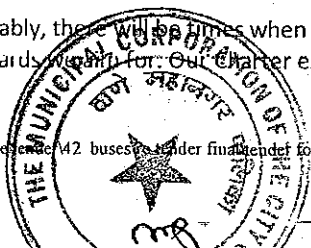
This is a bold statement but its intention is to focus the mind of every employee of the *****

Bus, on what is important - our passengers. We aim to provide you with:

- (i) Safe, clean, reliable and punctual services
- (ii) Clean and safe bus stops
- (iii) Reliable, timely and easy to understand information
- (iv) Polite, friendly and helpful staff

We will also continue to work at improving the integration of our bus services with other transport providers.

Inevitably, there will be times when problems occur and we are not able to achieve the standards we aim for. Our Charter explains what we will do for you when this happens.



Belve

Transport Manager
Undertaking

2. Our standards for bus service performance

We will continue to work hard at improving our performance to provide you with a consistently reliable and punctual service.

2.1 Punctuality

Our target is that [95%] of the buses will arrive at their final destination within [one minute] of the scheduled time.

2.2 Peak time definition

Peak buses are any buses departing between 0800 and 1000 hours inclusive, or between 1700 and 1900 inclusive, Monday to Friday only and the aforesaid time definition may be modified from time to time depending on average daily traffic volumes during these hours.

2.3 Reliability

Our target is that [99%] of all scheduled services will run. This is measured from Monday to Friday (excluding public holidays).

You can view our performance results for the previous four weeks and 12 months on 'Track Record' posters displayed on the website of the ****.

The method of monitoring our performance is independently audited annually.

We do not include disruption caused by matters out of the industry's control, such as trespass, vandalism and terrorism.

3. Information and planning for your journey

We will provide you with accurate and impartial information about the bus services, fares and facilities to help you plan your journey. You can obtain this information in a number of ways.

(i) ***** Bus Enquiries - telephone: (24 hours)

***** Bus Enquiries offers you impartial information on bus times and fares for any part of the city, on behalf of all the bus companies.

* Calls are charged at a local rate and may be monitored.

You can also obtain online information about bus times and up-to-the-minute bus-running information by visiting www.*****

(ii) Customer Service Centre - Tel: *****

In addition to the Bus Enquiries, Customer Service Centre also provides information on how our buses services are running. The Customer Service Centre is open 24 hours a day except on national holidays.

*Calls are charged at a local rate and may be monitored.

3.1 At the Maintenance Depots

We will display up-to-date timetable posters at all Maintenance Depots and our website ****.

These will include the main destinations and connections.

Timetable and pocket timetables are available in advance of timetable changes.



We also provide information on posters and other signages at bus stops about the location of bus stops and other local transport to help you continue your journey.

3.2 Our website

We aim to provide as much useful and relevant information as possible on our website to help you plan your journey. This includes real-time bus-running information and pocket timetables to download.




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

3.3 Engineering work

3.3.1 Planned engineering work

From time to time, ***** Buses have to carry out planned engineering and improvement work to maintain the Buses. This can cause alterations to our services, especially on weekends and public holidays.

When alterations take place, we will advise you in advance where possible through our published timetables and our website *****.

For weekend and public holiday engineering work affecting our services, a poster titled 'Changes to Bus Times' will be displayed at each bus stop we serve.

Information will also be available from:

- Bus Enquiries
- Customer Service Centre

We will always aim to provide information at least four weeks in advance through these three channels.

3.3.2 Unplanned engineering work

Occasionally, ***** Buses have to carry out emergency engineering work at very short notice. When this happens we aim to inform you through Bus Enquiries, our Customer Service Centre, bus stop and on-bus public address announcements, bus stop posters, Teletext and local radio stations.

3.3.3 Bus replacement services

When bus services are replaced by a special bus service, for all or part of the journey, it may not be possible for you to take prams or bicycles on these buses. Please enquire on our website ***** or contact our Customer Service Centre if you need further advice.

3.3.4 Help and advice during your journey

We understand that alterations to services due to engineering work can cause extra problems for customers. Our on-bus staff can help you if you need advice.

4. Passengers who require assistance

We are committed to meeting the travelling needs of our disabled passengers. We recognise that many of our passengers may have special needs which require us to adjust the way we provide our service.

4.1 Advance information and assistance for disabled passengers

We advise passengers who would like assistance to contact our Customer Service Centre in advance. Our staff will advise you of the most suitable route for you, taking into account those bus stops along our route which may not be accessible for passengers with disabilities.

- Telephone (24 hours)



[Signature]

- Fax:
- Text phone:
- Bus Enquiries text phone:

4.2 Buses

All buses on our network are fully accessible to disabled passengers.

4.3 Reservations of wheelchair spaces

Reservations are available to disabled passengers on all of our services that have a designated wheelchair space and/or priority seats.

4.4 On-bus information

We are committed to providing important travel information in a variety of ways so that it can be accessed by as wide a group of passengers as possible.

All of our buses are equipped with public address systems to provide audible announcements to hearing passengers. All buses are equipped with a passenger information system that uses visual displays to enable hearing-impaired passengers to access information.

We recognize that good announcements are essential to visually impaired passengers, so our employees are trained to speak clearly.

4.5 Disability awareness training

All our frontline staff and managers receive training in disability awareness.

4.6 Further Information:

***** Bus System Disabled Persons' Protection Policy (DPPP) sets out our full arrangements for passengers with disabilities. It can be supplied in a range of formats (large print, Braille and audio), available from our Customer Service Centre.

We have also produced a leaflet containing useful information, called 'Our Service for Passengers with Impairments'. It is available at our Maintenance Depots and from our Customer Service Centre.

5. Buying a ticket

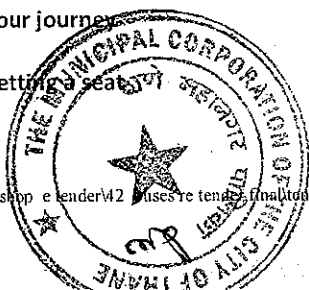
We will sell you the most appropriate ticket for your journey.

5.1 In the bus

- You can pay by cash or pre-paid cards.

6. Your journey

6.1 Getting a seat



We operate a 'walk-on' service, which means you can board any bus provided you purchase a valid ticket. As a result, we cannot guarantee to provide a seat for you, especially during peak periods or during disruption.

6.2 Security

We work very closely with the local authorities to improve security on our buses.

We aim to reduce levels of crime, trespass and vandalism and we are investing to achieve this.

Initiatives include:

- Teams of Travel Safe Officers, trained and co-ordinated by the Police
- Installation of CCTV on Buses
- Lighting in buses Security guards at key locations.

More information can be found in the Safety and security section of our website.

6.4 Smoking

Smoking is not permitted anywhere on the Buses.

6.5 Lost Property

Our Lost Property office at is open from 0730 -1900 Monday to Friday.

Telephone the office on All property found on our services and at our bus

Stops is forwarded to our Lost Property office.

To make an enquiry, complete our Lost Property online form.

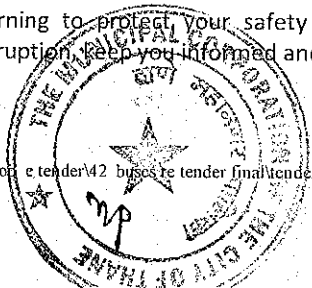
6.6 Service disruption

Unfortunately, things do sometimes go wrong, causing disruption that cannot always be foreseen or avoided. In these circumstances, we may have to introduce emergency timetables. We will aim to inform you in advance before these timetables come into operation, with notices at bus stops and by other appropriate media.

Other causes of disruption include:

- Emergency engineering work
- Trespass and vandalism
- Bus breakdowns
- Accidents
- Security alerts.

Under such circumstances we may have to make changes to our services without giving prior warning to protect your safety and that of our staff. We will always try to minimise disruption, keep you informed and provide or recommend alternative means of travel.



Transport Manager
Thane Municipal Transport Undertaking
Thane Dist. 400604

If a problem occurs after your bus journey has started, we will work hard to get you to your destination bus stop or provide other transport arrangements. If your intended journey is no longer possible, we will do our best to get you back to an appropriate bus stop.

All our buses are fitted with public address systems and most of our staff are linked by telephone systems. We aim to let you know what is happening.

7. Listening to your views

We carry out and analyze passenger survey research to provide information about what you think of different aspects of our service.

We hold regular Meet the Manager events, which enable you to speak directly to managers to put your views to them or ask them questions. Details of Meet the Manager events will be advertised on bus stop posters, in our passenger magazine e-motion, through our Customer Service Centre and also online.

We will listen to your views and communicate through correspondence and by telephone. We have a specially trained Customer Service Centre team able to respond to you and we also liaise with passenger representative bodies and user groups that exist to protect your interests.

7.1 Making a comment or complaint

We welcome your comments, suggestions, complaints and praise about any aspect of our service. We also welcome comments about our Charter.

Senior managers monitor the number and type of complaints and comments that you make. They are also responsible for delivering continuous improvement to customer service. Your feedback can therefore help us to achieve this.

If you are commenting on a journey please remember to include your rail tickets and any other details, as this will help us to provide you with a quicker response.

7.2 Further information:

We have a full Customer Comments and Complaints Handling Procedure (CCCHP). Copies of our CCCHP can be obtained from our Customer Service Centre or from our website www.thane.gov.uk.

7.3 Contacting our Customer Service Centre

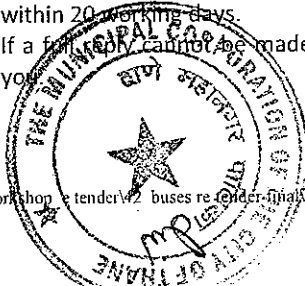
Please visit our Contact us section for details.

7.4 Our promised response times

If you write to us, you should hear from us within five working days of us receiving your communication.

However, it may take longer to provide a full reply (e.g. if an investigation is required) and if this happens we will send you an acknowledgement within five working days and reply within 20 working days.

If a full reply cannot be made within 20 working days we will contact you again to update you.



7.5 If you are unhappy with our reply

We will work hard to deal with your concerns to your satisfaction but if you are unhappy with our response please let us know.

Alternatively, you can approach the consumer courts or other similar fora set up under Applicable Laws.



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

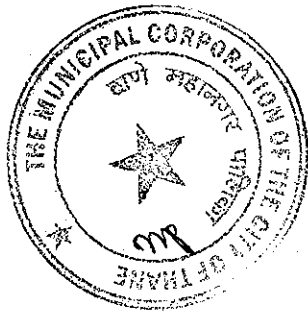
SCHEDULE-N
(See Clause 5.5.6)


STAFFING QUALIFICATIONS

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 (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 3 years' experience of driving heavy transport vehicles in India;
- (c) Should not have been blacklisted from operation of a heavy commercial vehicle and or a transport vehicle;
- (d) 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 [1] years preceding Effective Date;
- (e) Should meet all requirements specified under Applicable Laws including without limitation, the Central Motor Vehicle Rules, 1989.




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-O
(See Clause 33.6)

VESTING CERTIFICATE

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 fulfillment by the Operator of the hand back requirements set forth in Article 33 of the Contract on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Operator in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Operator to rectify and remedy any defect or deficiency in any of the Hand back 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.



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-P

(See Clause 19.7)

DATA MONITORING SYSTEM

Note: Details of the Data Monitoring System as per requirements of ITS and UBS – II specifications to be inserted.



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-Q
(See Clause 35.3.1)

SUBSTITUTION AGREEMENT

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

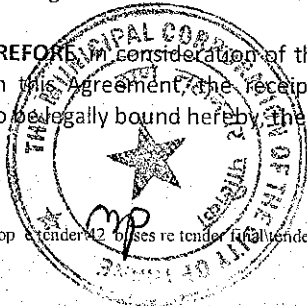
AMONGST

- 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, 1956 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);
- 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 e-Buses in the State on build, own, operate and transfer basis (“**BOOT**”), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the SCOM Agreement.
- (D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the SCOM Agreement.

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



1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Operator for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the Companies Act, 1956, or the Companies Act, 2013, as the case may be, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Contract as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

"Parties" means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

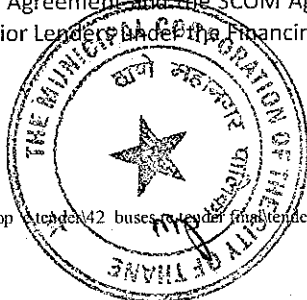
1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the SCOM Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the SCOM Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the SCOM Agreement shall apply, mutatis mutandis, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Operator hereby agrees to assign the rights, title and interest in the Contract to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the SCOM Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.



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Transport Manager 245
Thane Municipal Transport Undertaking
Thane Pin-400004.

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

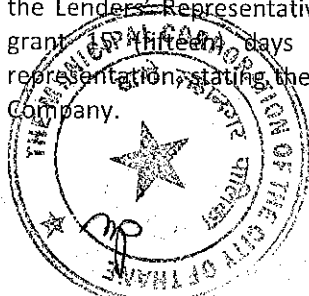
3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Operator (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be 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 ~~of fifteen~~ ^{of 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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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Operator by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Operator by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Operator, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.4 Procedure for substitution

3.4.1 The Authority and the Operator hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Operator towards the Authority under the SCOM Agreement and towards the Senior Lenders under the Financing Agreements.

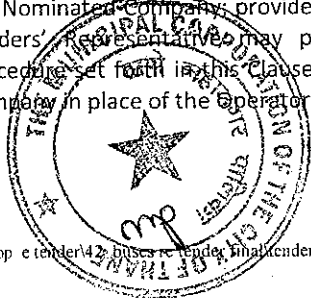
3.4.2 To be eligible for substitution in place of the Operator, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Contract; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the

Authority to:

- (a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the SCOM Agreement;
- (b) endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and
- (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Contract in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Operator.



3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Operator. The Operator irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Contract in favour of the Nominated Company. The Operator agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Operator's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Operator shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of 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.



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Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Operator will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.


7.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Operator's obligations under the SCOM Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

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 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

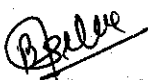
The Authority unconditionally and irrevocably:

- (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.




Transport Manager
Thane Municipal Transport Undertaking
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9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

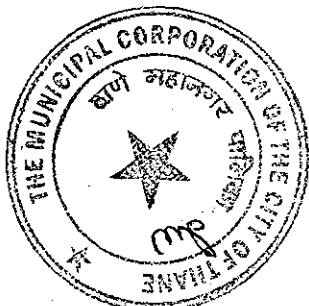
This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.




Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

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 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

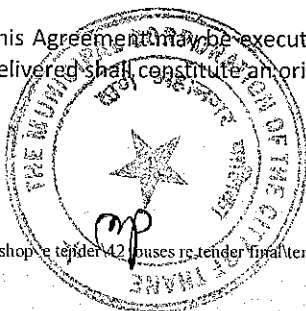
All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

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.



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

THE COMMON SEAL OF OPERATOR has

SIGNED, SEALED AND DELIVERED
For and on behalf of

been affixed pursuant to the resolution passed

AUTHORITY by:

by the Board of Directors of the Operator at
its meeting held on the day of 20.....

(Signature)
(Name)

hereunto affixed in the presence of,

(Designation)

Director, who has signed these presents in
token thereof and, Company Secretary
/ Authorised Officer who has countersigned

(Address)
(Fax No.)
(e-mail address)

the same in token thereof^S:

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax)

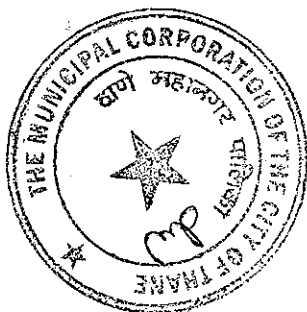
(e-mail address)

In the presence of:

1.

2.

^S To be affixed in accordance with the articles of association of the Operator.



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

SCHEDULE-R
(See Clause 22.5.2)

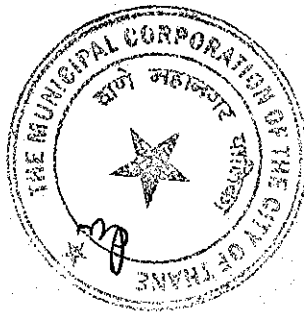
STATEMENT OF INPUT COST

| Period | Total Units of Electricity consumed at the Maintenance Depot | Electricity consumed at Charging Infrastructure | Units / by the | Price per kWh of electricity on the Date of Submission of Statement |
|--------|--|---|----------------|---|
| | | | | |

Name & Designation of the Authorised Signatory:

Date of Submission: _____

Note 1: Authority may modify the statement depending on specific requirement.



Transport Manager
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Thane Pin-400604.

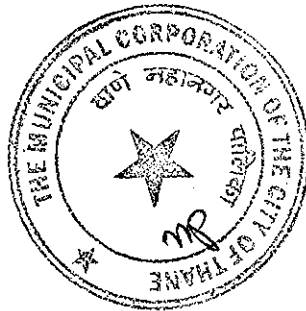
THANE MUNICIPAL TRANSPORT UNDERTAKING

SCHEDULE – S

Technical Specification of Buses

9 M MIDI ELECTRIC AC BUS

12 M SD ELECTRIC AC BUS



Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

1 General

- a) Thane Municipal Transportation (TMTU) is a Local Authority, engaged in the service activity of Public Passenger Transport (covering the areas in the city of Thane and its neighbouring suburbs and Mumbai).
- b) TMTU is inviting bids for Operation of Stage Carriage Services for public transport of 42 Electric Buses (17 SD Electric AC Bus, 25 Midi Electric AC Bus) with driver in the city of Thane on Gross Cost Contract (GCC) model on 'Rupees per kilometre,' basis for monthly assured 5400 km (SD), 5100 kms (Midi).
- c) The Successful Bidder has to own, procure, maintain & operate these buses on the routes selected by TMTU. It shall be the responsibility of the successful bidder to apply for subsidy and incentives.

2 Technical Specifications of SD Electric, MIDI Electric Bus under Wet Lease Scheme

- a) **Preamble:** This specification details the technical requirements of 42 Electric Buses (17 SD Electric AC Bus, 25 Midi Electric AC Bus) with driver under Wet Lease Scheme. These buses are intended to provide reliable stage carriage service for 12 years in the Thane City duty cycle operation.
- b) **Scope:** These buses will be used on trunk and feeder routes in Thane city and neighbouring suburbs and Mumbai having scheduled stop density of 3.6 stops per km (these stops may vary based on routes and service lengths of the buses).

The bus design should be energy efficient, environment friendly, safe, efficient and reliable besides meeting all statutory, CMVR, legal and other requirements including Bus Body Code, UBS-II, as also those related to easy passenger accessibility including for persons with disabilities (PWDs), passenger comfort, driver's workplace, internal and external aesthetics, ease of repair and maintenance etc.

Offered bus Specifications would comply with all applicable Central, State and local laws (including Acts, Rules & Regulations). These would include, but not be limited to, the provisions of Disability Act 1995 as amended till date as well as state and local accessibility, safety, noise and other requirements.

The bus would meet or exceed the Central Motor Vehicles Rules (CMVR) of India/Safety Norms, noise & other norms applicable at the time of supply. In the event of any conflict between requirements emanating from these specifications and those as per any statutory/legal, etc in force, the superior/higher requirements/Standards would prevail. General Design Features of the Bus: Bus would generally be designed and manufactured in accordance with the CMVR specifications & Code of Practice for Bus Body Design and Approval (AIS052AS amended time to time)/Maharashtra motor vehicle rules whichever is superior. In addition, the bus design shall be in accordance with AIS - 140 with some of parameters as per TMTU requirement. Details of relevant standard followed would be indicated against each item.

- c) **Interior noise & pass by noise:** The bus would be so designed as to maintain operational stability requirements as per Bus Code (AIS052), interior noise and pass by noise of the vehicle would conform to IS:12832:2010 or latest and BIS:3028:1998 as amended from time to time but while the bus in operation, the power train noise

shall be such a minimum so as to feel the travelling passengers noise free environment in bus saloon.

d) ITS Device:

The Thane Municipal Corporation currently has an Integrated Command Control Centre for Centre (ICCC) at Hazuri, Thane. The aim of the centre is to enhance commuter service through intelligent transport system and improving reliability, safety, and punctuality of bus operations.

The Undertaking intends each contracted Electric Bus shall come fitted with ITS Equipment such as PIS Display boards, Tracking Device & Panic Button system. The Operator shall make necessary fitments for ITS on the Buses provided under hiring as per TMTU requirements given in Specification sheet. Integration requirement with Existing ITS Operator shall mount ITS Equipment as above as per given specification in buses. Operator shall also ensure to supply equipment compatible with existing ITS System of the Undertaking to enable smooth integration. Operator shall integrate their ITS on buses with the ITS system of the Undertaking. Operator shall be responsible for regular maintenance ITS equipment installed by it during the Contract Period. Operator and Undertakings ITS provider shall share the interfacing protocols and Active Programming Interface with each other for smooth integration of ITS equipment provided by Operator with Undertaking's ITS.

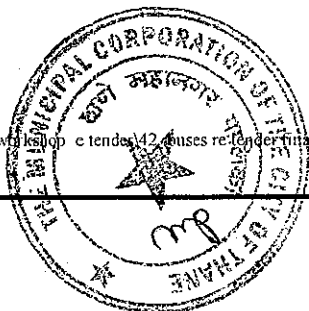
e) Interior aesthetic view of buses Interior of bus should be elegant & the colour of Vinyl flooring, Seat upholstery, side & roof inside lining shall be matching in colour scheme. TMTU will finalize the colour at the time of prototype bus inspection. (Details of technical specifications are Compliant with the requirements of CMVR AIS:052 (Type – I) + AIS:153 + UBS II +& AIS:140).

f) Deleted

g) The bidders should ensure the motors and batteries installed in buses are assemble in India. The buses should be full charged in 2-4 hours covering range of (i) 140 Km for 12m SD bus and (ii) 120 km for 9m MIDI buses with 80% SOC.

PART I – Specifications of Fully Built Pure Electric Air conditioned (AC) MIDI 9 Meter NON-BRTS, 8800-9200 mm long, 650-900 mm Floor Height based on UBS II, CMVR, Bus code-AIS 52 and AIS 049.

| Sr. No. | Description | Technical Specification |
|----------------------------|-------------------|---|
| Bus characteristics | | |
| | Bus Floor height | 650-900 mm |
| 1 | Propulsion system | Electrically propelled Bus using electric propulsion system |
| 2 | Type of Battery | Li-ion or Li-ion Phosphate Battery or Li NMC or superior. |

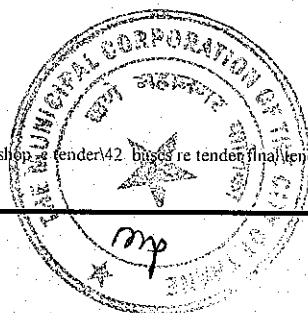


Signature

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Thane Municipal Transport Undertaking
Thane Pin-400604.

| Sr. No. | Description | Technical Specification |
|---------|--|--|
| 3 | Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity | Battery pack rating and energy / power available for propulsion; Any deterioration in propulsion power with usage and consequently reducing charge; Min & max charging % Maximum Thirty Minutes Power (kW) Motor/s capacity: 120 kW (min) OR as per OEM spec. 2. No of Motors/ batteries as per the Bus manufacturer's design. 3. Power consumption ≤ 1.0 kWh per km. 4. Electrical Regeneration required. 5. Charging mode: AC or DC charging required. 6. OFF board OR ON board charging required. 7. Charging time: less than 4 hours. 8. Safety: Short circuit /over temperature/lightening protection mandatory 9. As per AIS038 or latest CMVR certification mandatory |
| e | Minimum Operation Range per bus per day | 120 KM on single charge range with 80% Soc Passengers, GVW and AC, 18 hours continuously Any increase in vehicle coverage beyond 220 Km per day, opportunity charging time may be proportionately provided for charging the vehicles. |
| 7 | Suspension system | Air suspension at front and rear |
| 8 | Braking system | As per CMVR |
| 12 | Range: | 120 Km minimum in single charging with 80% SoC. On actual condition with Passenger, GVW and AC. |
| 13 | Bus characteristics | |
| a | Overall length (over body excluding bumper) | 8800-9400mm |
| b | Floor height above ground (mm) | 650-900 mm |
| c | Bus body | As per CMVR |
| d | Bus structure - materials specifications etc. | As per AIS 052 |
| e | Seat layout in the low floor area Seating capacity | 2x2 31 Minimum +Driver or more as per CMVR |
| f | Seat materials | As per AIS:023, Seats with luxury at seat & back |
| g | ITS requirement for public transport vehicle operation | Chapter 10 of UBS II and Compliance to AIS:140 |
| h | Destination boards | As per UBS II requirements & AIS 052 |
| i | Surveillance Cameras | Three cameras, two in the passenger's saloon and one for rear view. |
| j | Paint | Color scheme as per authority's requirement |

The bus should be approved by CIRT/ARAI/ICAT with required inspection of compliance of CMVR and related standard set by government authorities. All the testing charges of bus inspection including third party and authority should be borne by Operator/bidder.



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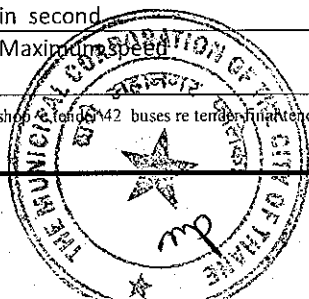
PART II – Specifications of Fully Built Pure Electric Air conditioned (AC) SD 12 Meter NON-BRTS, 12000 mm long, 400 mm Floor Height based on UBS II, CMVR, Bus code-AIS 52 and AIS 049.

Interior of bus should be elegant & the colour of Vinyl flooring Seat upholstery side & roof inside lining shall be matching in colour scheme. TMTU will finalize the colour at the time of prototype bus inspection.

Details of technical specification are listed as follows.

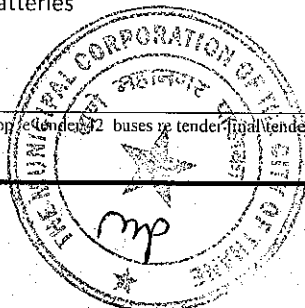
technical specification 12m SD AC Electric bus Compliant with the requirements of CMVR AIS : 052 (Type-1) + AIS: 153 + UBSII +& AIS:140

| Sr. No. | Description | Specification |
|---------|--|--|
| | Bus characteristic | Maximum floor height: 400 mm |
| | Defination of low floor area | Low floor area shall not be less than 50% of the total saloon area (Excluding front wheel boxes and driver 's cab) and shall not be ramped in the longitudinal plane. |
| 1 | Propulsion system | Electrically propelled Bus using electric propulsion system. |
| 2 | Type of Battery | Li-ion or Li-ion phosphate Battery or Li-NMC or superior. |
| 3 | Battery pack rating and energy/ power available for propulsion: Any deterioration in propulsion power with messages and consequently reducing charge; minimum and maximum charging % Maximum 30 minutes Power (KW) Motor/s capacity. | Maximum 30 minutes power (KW) It should be sufficient to provide requirements of Power acceleration, maximum speed, and rated performance as per UBS II No of motors / batteries as per bus manufacturer design Electrical regeneration required Charging mode AC or DC charging required; OFF board or ON board charging required. Charging time; 3- 4 hours Safety: Short circuit/ over temperature lightning protection mandatory Safety requirements for Electric buses shall meet as per AIS 038(CMVR) CMVR certificate mandatory |
| 3.1 | Battery cooling system | Efficient and robust battery cooling system calling for minimal maintenance |
| 3.2 | Battery life (No. of charging cycles) | Batteries to last for 5 to 7 years (This can be used is guideline purpose |
| 3.3 | Battery charging system | To be decided by battery operator |
| 3.4 | Electric drive Motors | Optional rating, type make model of electric drive motor requiring minimum maintenance. |
| 3.5 | Electric propulsion system | Electric propulsion system motor rating / power sufficient to provide. |
| a | Rated performance at GVW in a stop and start urban operation | Geared maximum speed without speed limiter to be 70kmph (without speed limiter) at GVW load, air conditioning and other sub-system operational |
| b | Acceleration (meter/sec ²) | ≥ 0.8 |
| c | Attained bus speed of 0-30 kmph in second | ≤10.5 |
| d | Maximum speed | Geared maximum speed without speed limiter to be 70+/-5 kmph maximum speed (with speed limiter) |



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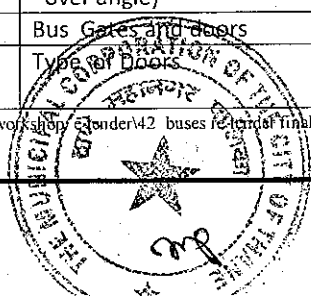
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| | | 75kmph. |
| e | Maximum operation range per bus per day | The maximum operating km of the buses offered in single charge will be 140 km. for SD buses. |
| f | Grad ability from stop at GVW | 17% |
| g | Rated HP / torque preferable at lower RPM range | Maximum torque required at lower range of RPM and spread over a wider range of RPM Sufficient torque to meet the acceleration gradeability AC and range requirement |
| h | Power requirements for Air Conditioning system ITS etc | Required to be provided by electric propulsion system. |
| i | Pass by noise norms | As per CMVR & AIS: 153 |
| j | Electric Propulsion system | SOC with vehicle health Monitoring system. (Battery health + regenerative brake charging) |
| k | Electric Propulsion system operational requirements | Electric Propulsion system should be able to operate if a efficiently at ambient temperature / environmental conditions urban and sub urban areas. |
| i | Electric Propulsion system / subsystems location | optional / preferable battery location below floor manufacturer may decide the location |
| 3.6 | Transmission | Automatic / Drive |
| 4 | Operational safety | Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic and Automatic manual transmission) if fitted |
| 5.1 | Rear axle | Single reduction hypoid gear, full floating axle shafts with optimal gear ratios suitable for urban operations (To be considered as a guideline) |
| 5.2 | Front axle | Heavy duty reverse Elliot type axle suitable for various floor Heights |
| 6 | Steering system | Hydraulic power steering with height an angle adjustment / hydraulic power steering without height an angle adjustment |
| 7 | Suspension system Air suspension | |
| 7.1 | Front | Air suspension |
| 7.2 | Rear | Air suspension |
| 7.3 | Anti roll bars/stabilizers | Both front and rear |
| 7.4 | Shock absorbers | Hydraulic double acting 2at front & 2/4at rear |
| 7.5 | Kneeling(mm) applicable in case of air | 60mm entry / exist side severally & collectively |
| | Suspension (required only for 400mm floor height buses) | (Wheel chair accessibility provision required) |
| 7.6 | Controls(optional) | Electronically controlled air suspension system |
| 8 | Breaking system | Mandatory ABS week disc at front and drum at rear or Disc break at front and rear |
| 8.1 | Anti skid anti brake locking system (ABS) | Mandatory |
| 8.2 | Electronic controls | Required |
| 9 | Electric system | 24 volt DC |
| 9.1 | Batteries | Low maintenance type leads acid batteries for 24-volt and minimum 100 Ah system -performances as per BIS 14257 -1995 (latest). 2x12 volt commensurate capacity. Maintenance free battery |



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Transport Manager
Thane Municipal Transport Undertaking
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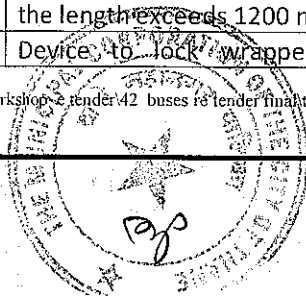
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| | | preferred. |
| 9.2 | Electrical wiring & controls type | Multiplexing type- As specified separately under ITS specification and conforming to IP 65/67 As per UBS II |
| 10 | Speed limit device | Mandatory as per CMVR.SLF |
| 11 | Tyres | Steel radial tubeless. Size and performance as per CMVR |
| 12 | Operating range | <p>Presently TMTU buses operate for around an average of 200 kms. per day(mostly uninterrupted) Keeping the above in mind the EV manufacturers have to provide vehicle which can run 200km in single charge for SD AC Buses in actual conditions for the relevant GVW with Air conditioning The operating schedule shall be provided by TMTU and the successful bidder has to ensure the uninterrupted operation of the schedules through adequate spare buses.</p> <p>In case of successful bidder is unable to maintain uninterrupted operation of schedule for want of charging then TMTU shall take suitable action by levying additional penalty by non -payment towards assured kms for that entire day per instance and if the instance keep on recurring for a long period of time then the TMTU may resort to even termination of contract.</p> |
| 13 | Bus characteristics | |
| 13.1 | Bus dimension (mm) | |
| a | Over all length (over body excluding bumper) | 12000(minus tolerance of 100) |
| b | Over all width (sole bar/floor level-extreme points) | 2600 (maximum) |
| c | Overall height (unladen – at extreme point) | 3800 (maximum) |
| d | Wheel base | 6100 (tolerance-200+400) |
| e | Front over hang | To accommodate minimum 800mm wide door a head of front axle |
| f | Rear overhang | As Per CMVR |
| 13.2 | Maximum turning circle radius(mm) | As Per CMVR |
| 13.3 | Floor height above ground (mm) | 400 |
| 13.4 | Clearance (mm) | |
| a | Minimum axle clearance (mm) | 190 |
| b | Wheel area clearance (mm) | >220 for parts fixed to bus body &>170for the parts moving vertically eith axle. |
| c | Minimum ground clearance (unkneeled) in mm at GVW | Within the wheel base not less than 240 |
| 13.5 | Angles (degrees) | Not less than 8.5 OR as per CMVR/AIS052 |
| a | Angle of approached (unladen) | Not less than 9.0 OR as per CMVR/AIS052 |
| b | Angle of departure (unladen) | Not less than 4.8 OR as per CMVR/AIS052 |
| c | Ramp over angle (half of break –over angle) | |
| 14 | Bus Gates and doors | |
| 14.1 | Type of Doors | Power operated door, Front & rear :JK/Swing in type door |



Signature

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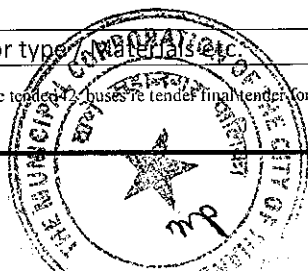
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| a | Operating mechanism | Electro pneumatically controlled |
| b | Opening / closing time in seconds per operation (maximum) | 4 |
| c | Position of door controls | On dashboard and also inside & out side of doors |
| d | passenger safety system allowing bus motion on door closing and doors opening only when the bus is stopped. | Mandatory |
| 14.2 | Front service doors (near side / non driver side) | |
| a | Minimum door aperture (without flaps) in mm | 800/As per AIS052 |
| b | Minimum clear door width (fully open) in mm | 650 \pm 50/As per AIS052 |
| c | Minimum door height in mm | 1900/As per AIS052 |
| d | Positioning front service Gate | Ahead of front axle |
| e | Number of gates | 1 |
| 14.3 | | |
| 14.3.1 | Rear service doors (near side) | Preferably behind rear axle / in between front and rear axle. |
| a | Minimum door aperture (without flash) in mm | 1200 |
| b | Minimum clear door (fully opened) in mm | 1000 \pm 50 |
| c | Door height in mm | 1900 (minimum) |
| d | Positioning rear door | Perterabiy behind rear axle/in between front and rear axle |
| e | Number of gates | 1 |
| 14.4 | Maximum first Step height (mm) from ground – untaden& un-kneeled position in buses with: | |
| | Stepped type entry (max.) | 400 |
| 14.5 | Maximum height (mm) of other steps (where required) | |
| a | If door ahead of rear axle | Not applicable |
| b | If door behind rear axle | Not applicable |
| e | Emergency doors/exits or apertures (Numbers) | As per AIS 052 |
| 14.6 | Ramp for wheel chair at the gates wherever required | required |
| A | Dimensions | Required |
| B | Material | |
| C | Load carrying capacity (in kilograms) | |
| D | Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm | |
| E | Device to lock wrapped up | |



B. Patel

Transport Manager
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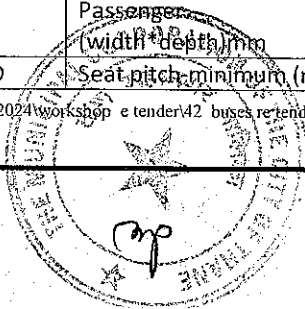
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| | ramp | |
| F | Kneel ramp control : (applicable in reference of 7.3) | |
| G | Requirement for passengers with limited mobility | |
| 1 | Wheel chair anchoring – minimum for one-wheel chair | |
| ii | Priority seats – minimum 2 seats | Required |
| iii | Stop request | Required on alternate stanchion |
| H | Emergency doors/exits or apertures (Numbers) | As per AIS 052 and as per AIS 153. |
| | Dimensions in mm | As per AIS 052 and as per AIS 153. |
| I | Door closing requirements for bus movement- | Bus could move only after door closing completed |
| i) | 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 |
| ii) | Door components | As per AIS 052 |
| iii) | Door locks/locking systems/ door retention items | As per AIS 052 |
| iv) | Door hinges | As per AIS 052 |
| 15. | Bus body | |
| 15.1 | Design type approval | As per CMVR, Annexure 3 of UBS II + AIS:052 + AIS: 153 |
| 15.2 | Bus structure – materials specs etc | OEM should ensure GI tubular structure To meet the requirements of Annexure 3 of UBS II + AIS :052 + AIS:153 Exterior panels: As per manufactures design |
| 15.3 | Insulation | FR grade material as per IS 15061 |
| a | Roof and side | FR grade material as per IS 15061 Thermocole. As per AIS ; 052. |
| b | Battery pack compartment | |
| 15.4 | Aluminum extruded sections for: | |
| a | Rub rail | Aluminum extrusion IS 733/1983 or better |
| b | | Decorative molding |
| | | Wire cover |
| | | Wearing strip |
| | | Foot step edging |
| | | Panel beading |
| | | Window frame/pasted glass. |
| | | Roof grab rail brackets |
| 15.5 | Floor type | |



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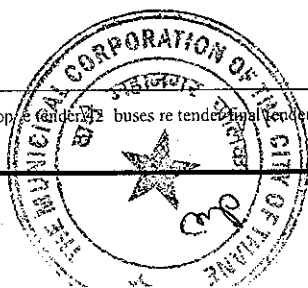
Transport Manager
Municipal Transport Undertaking

| | | |
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| a | Type of floor | Flat except at wheel arches in the low flw floor area of bus. Seats may be located over the wheel arches. As par AIS : 052 requirements. |
| c | Steps on floor | As per AIS : 052 requirements. |
| d | Maximum floor slope | As per AIS : 052 requirements. |
| e | Floor surface material | 12 mm thickness phenolic resin bonded densities laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513 (part-3:) type VI 1989 or latest. The flooring should all so be boiling water resistant as for marine board BIS : 710+1976/ latest and fire retardant as per BIS:5509-2000 (ISI5061:2002) or Chequered Plywood 12mm/19mm thick |
| f | Anti – a kid material | 3mm thick antr skid type silicon grains ISO 877/76 for colour. IS5509 for fire retardancy |
| 15.6 | Safety glasses and fittings: | |
| a | Front windscreen (laminated) glass: | Single piece laminated safety glass, plain. Flat/curved with curved corners with PVB 2553 (part -2)- 1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1 of UBS-II) |
| b | Rear windscreen : (wherever provided) | Single piece flat/curved toughened glass-plain/flat/curved at center & curved at corners- IS 2553 (Part 2) – 1992/Latest. Sigle piece flat / curved pasted glasses |
| c | Side windows: | Flat.2- piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2) – 1992/latest OR single Piece flat/curved Piece fiat/curved pasted |
| | | glass |
| d | Glass Specifications | ThougenedglassIs2553 (Part-2) LATEST |
| | Glass thickness | 4.8-5.3 mm |
| e | Window & other glasses-material specs, thickness etc. | ThougenedglassIs2553 (Part-2)- 1992/ latest of 4.8-5.3mmthickness |
| f | Safety glass | As per AIS 052/CMVR |
| g | Rearview mirrors | As per AIS052 |
| | | |
| 15.7 | Seating and gangway etc. | |
| 15.7.1 | Passeengerseatinforordinarytype-1 buses | As per AIS052 |
| A | Seat layout in the low floor area | 2x2 |
| B | Seat layout in the higher floor area | 2x2 |
| C | Seat area/seat space per Passenger (width*depth)mm | 400x350 |
| D | Seat pitch-minimum (mm) | As per AIS052 |



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Transport Manager
Thane Municipal Transport Undertaking

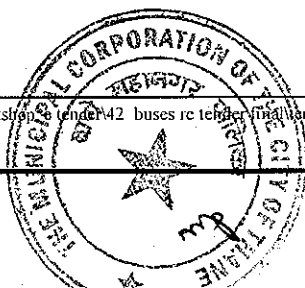
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| E | Minimum backrest height-from floor to top of seat/headrest | As per AISO52 |
| | Seat base height-distance from floor to horizontal front upper surface of Seat cushion mm. | As per AISO52 |
| | Seatback rest height mm | 375 |
| F | Torsoangle (degrees) | Minimum 12 |
| G | Seat materials | As per AIS:023,Seats with cushion at seat High Back (High back seats is optional) |
| H | Seat frame structure material where required: | Frame structure of ERW steel tube |
| I | Free height over seating position (mm) | More than 900 |
| | Seat base height: | AsperAISO52 |
| J | Clearance space for seated Passenger Facing partition (mm) | Minimum 350 |
| K | Seatback/Pad material/Thickness | Polyurethane Foam IS:15061:2002(packing is Optional) |
| | Type: | MDI Molded IS:5509 |
| | Upholstery: | Pile Fabric/lekard0.7-1.0 mm thickness |
| L | Area for seated passengers (sq.mm.) type 1NDX/SDX: | 400 x 350 |
| M | Area for seated passengers (sq. mm.) | As per AIS 052 |
| N | Number of seats | 33 Minimum +driver or more as per CMVR. 12mtr buses shall have floor height of 400mm and easy access for disable person with wheel chair locking facility and ramp along with bus kneeling facility. |
| O | Number of standees | Calculation as per AIS 052 |
| Q | Headrest | Not required |
| R | Seats side facing location | Not required |
| S | Seat arm | Seat arm required for aisle seats and seats opposite To service door and above wheel arches. |
| U | Individual seat row fans | --- |
| W | Seat back rest | Fixed |
| X | Seat belts & their anchorage | As per CMVR |
| Y | Performance & strength Requirements of: | Required |
| I | Driver seat | As per AIS 023 |
| li | Passenger seats | As per AIS 023 |
| 15.7.2 | Gangway | |
| a | Minimum interior head room (centre line of gangway) mm | 1900 including that in the rear overhang area. |
| I | At front axle: | As per AIS 052 |
| II | At rear axle: | As per AIS 052 |
| lii | Other areas | As per AIS 052 |
| 16 | Electrical system | As per CMVR & as per AIS 153, BIS marked, copper conductors with fire retardant as Per IS/ISO:6722:2006 as per appropriate class. Conductor x-sec varying as per circuit requirements, Minimum cross-section 0.5 sq. mm. quality marking |



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Transport Manager

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| | mm | OR MS tubing with sleeves. |
| 18.7 | Handholds: | Colour contrasting and slip resistant 2 to 4 numbers Handholds per bay, rest as per AIS 052 |
| 18.8 | Stanchions: | Vertically fitted, 40 mm diameter & 3.15 mm thick Rest as per AIS 052. |
| 18.9 | Bells for Passenger convenience | High visibility bell pushes shall be fitted at a height Of 1.2 meter on all alternate stanchions. These would Assist PwDs. |
| 18.10 | Entrance/Exit guard/Step well guard: | 800 mm minimum height extending ≥ 100 mm more Than centre line of sitting position of the Passenger. |
| 18.11 | Emergency exit doors, Warning devices etc: | As per AIS 052/CMVR/AIS153 |
| 18.12 | Front/Rear door, stepwell lights, Door open sign | As per AIS 052 |
| 18.13 | Mirrors right/left side exterior/interior: | Convex as per AIS 001 & 002 Interior with double curvature |
| 18.14 | Towing device front/rear | Heavy duty 1.2 times (minimum) the kerb weight of The bus with 300 of the longitudinal axis of the bus. As per CMVR & IS 9760 – ring type |
| 18.15 | Warning triangle | As per AIS 052/CMVR |
| 18.16 | Fog lighting | As per AIS 052/CMVR |
| 18.17 | Bumpers – front and rear | Both made of steel or impact resistant polymer or Combination of both meeting requirement of an Energy absorbing system |
| 19. | Miscellaneous items/requirements | |
| 19.1 | Windows | |
| a | Type of window | Windows are pasted / as per AIS 052 (AC) |
| b | Minimum height of window Aperture (clear vision) 4 in mm | ≥ 950 |
| c | Minimum height of upper edge of Window aperture from bus floor | As per AIS 052 |
| d | Minimum width of windows (clear vision zone) | As per AIS 052 |
| 19.2 | Life cycle requirements of bus (whichever is earlier) | 12 year or 10,00,000 km |
| 20 | Air conditioning system – Test Procedure for type approval | |
| 20.1 | Specifications | a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature. |
| 20.2 | Target result | a) $24 \pm 4^\circ\text{C}$ (up to 42°C) Temperature gradient of 15° (> 42°C of saloon Temperature) e.g. If the saloon temperature is 45° then the target temperature inside the bus is 45°-15°=30° Minimum average air velocity at air vent is 4.5 m/s |
| 20.3 | Apparatus | Lab condition and heating chamber |
| 20.4 | Procedure | 1. Soak for 1 hour 2. At 2000 rpm 3. Upto 42°C. pull Down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be Placed over place minimum 20 numbers at nose |



Belive

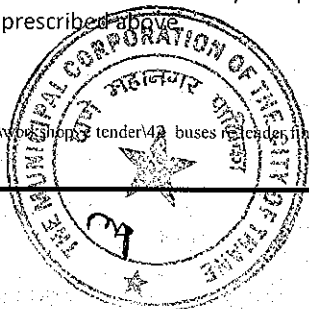
Transport Manager

| | | Level |
|-----|--|--|
| 21. | Air circulations and ventilation in Driver's area | Blower motor to be provided in driver cabin. |
| | | Drivers work area to be provided with blower of suitable device (200 mm diameter fan) to ensure Proper ventilation. These devices may be capable of 3 -Speed adjustment. |
| 22. | Maximum noise levels inside the Sakiib (irrespective of AC, fuel Type/engine location)-test Procedure as per AIS 020 | As per the requirement of AIS 153. |
| 24 | ITS requirement for public Transport vehicle operation | Chapter 10 of the UBS II & Compliance to AIS 140. As mention in sr. no.17 |
| | Destination boards | 4 destination boards, internal front, side & rear to be Provided. |
| 25 | Surveillance camera | 3 cameras, 2 in passenger saloon and 1 for rear view. |
| 26 | Paint | Colour scheme as per TMTU. |
| 27 | Jack | 10 Ton |

B) OTHER TECHNICAL REQUIREMENTS FOR AC ELECTRIC BUSES

- To supply sufficient chargers required for charging of 1400(+50% variation) SD AC Electric buses with suitable capacity complying IES 6219662.2011 or latest applicable shall be provided.
- The Bidder shall submit technical Specification of components/system of Propulsion system and submit the test certificate for these components as per the prescribed standards from the notified testing agencies like CIRT, ARAI, VRDE, ICAT etc.
- All electric wiring harness accessories used on electric bus shall comply necessary automotive safety standards.
- All units and 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.
- 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.
- Mandatory certification compliance for safety components, Batteries and Buses.
- The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards. In case if the standards are not available, then it should be confirm to the companies standard based on sound technical information and Engineering practices.
- Under take type testing of traction Batteries fitted on the bus as per the following mandatory AIS standard and undertaking.

| | |
|--------------|--|
| AIS standard | Title |
| AIS -038 | Battery operated vehicles-Safety Requirements of Traction Batteries |
| | .These batteries for electric propulsion, Technology should be compliant to nail penetration test. |
- 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.




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 Thane Pin-400004

- 10 The Bidder shall monitor the operation of these buses and sort out the operational issues if any.
- 11 The Bidder shall ensure safe and successful operation of these buses. In case of brake down 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.
- 12 03 Nos of CCTV cameras with 48 hrs back up of footage and same to be integrated with the TMTU's ITS.

*** Other technical requirements for electric buses**

- a) The Bidders have to supply sufficient no. of chargers required for charging of 42 Electric Buses (17 SD Electric AC Bus, 25 Midi Electric AC Bus) with suitable capacity complying IES 621966-2.2011 or latest applicable shall be provided.

 Power distribution company or authority shall at it's own cost and expenses make available bulk power access of required load / capacity at transformer near main gate of Kalwa depot, opposite of Chhatrapati Shivaji Maharaj Hospital & adjacent to Hanuman Mandir inside compound wall of Kalwa depot, as per required load in consultation with the operator.

The Operator shall be responsible to bring other electrical infrastructure like

1) HT RMU, Meter cubical, cabling, Step-down transformer, ACB HT breaker, sub station, AC/DC chargers, of adequate capacity etc. 2) All equipment and allied infrastructure such as LT and HT switch gears etc.

3) Depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc. to install, maintain, operate and manage the chargers along with the Bus at operators own cost.

Also, as per requirement of bus operations, operator has to develop charging infrastructures at various bus terminus sites as per directions of authority. The operator will be responsible to avail load and connections of required power supply at Operator's own cost at Terminals.

- c) The Bidder shall ensure that charging of buses do not hamper with daily operations of the buses. Keeping into consideration all the factors aforesaid, the successful bidder shall provide enough charging station.
- d) 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 CIRT, ARAI, VRDE, ICAT, etc.
- e) All electrical wiring harness and accessories used on electric bus shall comply necessary automotive safety standards.





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- f) 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.
- g) 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.
- h) Mandatory Certification Compliance for Safety Components, Batteries & Buses: The Bidder shall ensure the fitment of all electric propulsion system components on the bus confirming to National/International Standards. In case if the standards are not available,

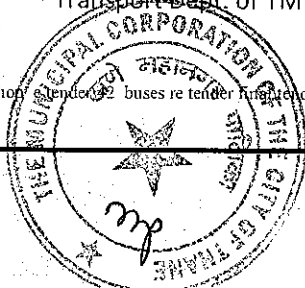
then it should confirm to the company's standard based on sound technical information and Engineering practices. The Bidder shall undertake type testing of Traction Batteries fitted on the bus as per mandatory AIS-038 standard and submit copy of Approved certificate to the Undertaking.
- i) The Buses 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.
- j) 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.
- k) 03 nos. of CCTV cameras with 48 hrs back up of footage & same to be integrated with the TMTU's ITS.

*** Inspection and Testing**

- a) The bus shall be painted inside and outside with polyurethane paint and the colour scheme for the painting shall be as per the TMTU's requirement. This will be informed at the time of body (of the bus) building.
- b) All Buses shall be accepted by TMTU only after final inspection of bus at TMTU Depot at Wagle Estate, Thane.

*** List of wall charts, parts catalogue, drawings, seat layout, etc.**

- a) The Successful Bidder should carry out registration of buses and provide copies of RC (Registration Certificate) books to TMTU.
- b) Successful Bidder should make alterations/modifications if any suggested by the Transport Dept. of TMTU on Free Of Cost (FOC) basis.



Blame

- c) Part catalogue and Service Manuals of the Bus/s shall be provided.
- d) One set of coloured wall charts of main aggregates should be provided.
- e) Lubricating chart and specifications of oils/greases to be used shall be submitted.
- f) The drawing of chassis frame of Bus showing the locations of major assemblies including power train, battery power pack, ground clearance, wheel base, height and length of chassis, front and rear track width, swept circle diameter, shall be submitted.
- g) The drawing of Bus body showing exploded view of all body parts such as body panels, windows, seats, show grill, engine bonnet etc as well as body structure of all sides including under frame & roof shall be submitted. These all drawings related of Bus body shall be submitted in sets.
- h) Drawing of bus electrical wiring also shall be submitted.
- i) The Successful Bidder shall upload the general schematic drawings, bus layout, front/rear and both side views of the of the Buses offered.

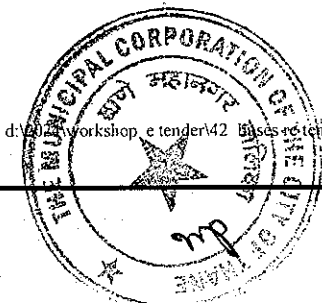
18.6 Regarding minimum civil infrastructure & equipment to be provided at the parking space allocated by the TMTU:

- a) Open plot / Secured space with/ without hard standing ground. If available, the covered space will be allocated at the rates given in Annexure 22. Successful Bidder shall install necessary infrastructure including charging infrastructure for maintenance of buses in the space allocated to the Successful Bidder for parking and maintenance of Buses. A separate energy meter for requirement of electricity should be installed by the Successful Bidder and Successful Bidder should pay electricity charges as and when they fall due on or before the due date. The maintenance of the infrastructure shall be carried out by the Successful Bidder.

Power distribution company or authority shall at it's own cost and expenses make available bulk power access of required load / capacity at transformer near main gate of Kalwa depot, opposite of Chhatrapati Shivaji Maharaj Hospital & adjacent to Hanuman Mandir inside compound wall of Kalwa depot, as per required load in consultation with the operator.

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[Signature]
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3) Depot level power distribution infrastructure including, cabling for making power available at chargers, required connector etc. to install, maintain, operate and manage the chargers along with the Bus at operators own cost.

Also, as per requirement of bus operations, operator has to develop charging infrastructures at various bus terminus sites as per directions of authority. The operator will be responsible to avail load and connections of required power supply at Operator's own cost at Terminals.

- b) Water connection with separate meter will be provided by TMTU subject to availability and the Successful Bidder shall have to bear water charges. The TMTU whenever possible may provide water for which the Successful Bidder shall bear the water bills. TMTU will make efforts to get adequate water from TMC. In case if there is a water shortage and it is not possible for TMTU to provide sufficient quantity of water for the purpose, it shall be the responsibility of the Successful Bidder to arrange for water at his own cost.
- c) Approval of the statutory authorities such as DISH, TMC, CFO etc. required for operator's purpose shall be obtained by Successful Bidder at appropriate time (TMTU shall facilitate the successful bidder in obtaining the required approvals).

SCHEDULE – S

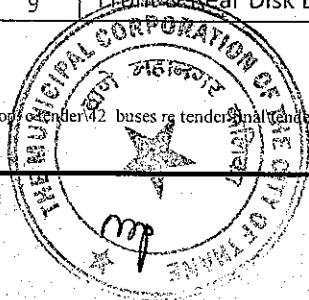
(On stamp paper of Rs 500/-)

Undertaking for Bus Specification

As part of Tender/RPFNo.TMTU/TM/WS//2022-23, we (Name of the bidder) assured following specification of bus which will be supplied to Authority. We also assured that same bus will be provided during prototype bus inspection and total lot of buses.

The detail specification is as follows:

| Sr.No. | Description | Specification |
|--------|---|---------------|
| 1 | Make & Model of Bus | |
| 2 | Floor Height of Bus | |
| 3 | Battery capacity | |
| 4 | Single Charge Range with GVW and HAVC in operation and with 80% SoC | |
| 5 | Range in a day with maximum 75 minutes for 9mtr bus of opportunity charging between two shift | |
| 6 | Seating capacity of bus | |
| 7 | Charging Time between shifts to meet offered range in a day (two shifts): | |
| 8 | Front & Rear Suspension | |
| 9 | Front & Rear Disk Brakes | |



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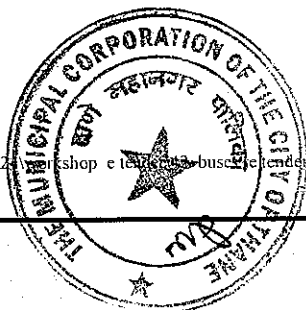
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

With above specification of bus will be binding to us, deviation of other than above will lead authority to cancel referred tender order and there will be no claim entertained by the Authority whatsoever. Further Authority may have rights of forfeiture of EMD/Performance Security/Bank Guarantee.

Sign & Seal of Authorized Signatory

Date:

Notarized by



B. B. B.

Transport Manager

Thane Municipal Transport Undertaking

(On stamp paper of Rs 500/-)

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| 4 | Single Charge Range with GVW and HAVC in operation and with 80% SoC | |
| 5 | Range in a day with maximum 75 minutes for 12mtr bus of opportunity charging between two shift | |
| 6 | Seating capacity of bus | |
| 7 | Charging Time between shifts to meet offered range in a day (two shifts): | |
| 8 | Front & Rear Suspension | |
| 9 | Front & Rear Disk Brakes | |

With above specification of bus will be binding to us, deviation of other than above will lead authority to cancel referred tender order and there will be no claim entertained by the Authority whatsoever. Further Authority may have rights of forfeiture of EMD/Performance Security/Bank Guarantee.

Sign & Seal of Authorized Signatory

Date:

Notarized by



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Thane Municipal Transport Undertaking
Thane Pin-400604.

Affidavit on Non Judicial Stamp Paper Rs.500/-

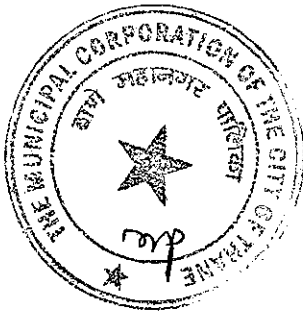
(Tenderer should Submit in Technical bid No.1)

I.....age.....Address..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm/authorized signatory and I am submitting the documents in envelope No.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below:-

- 1) I am liable for action under Indian Penal Code for submission of any false /fraudulent paper/information sub mitted in envelope No.1.
- 2) I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
- 3) I am liable for action under Indian Penal Code if any paper are found false/fraudulent during contract period and even after the completion of contract (Finalization of final bill)

(Signature of Contractor)

(Seal of Company)



B. B. B. B.
Transport Manager
Thane Municipal Transport Undertaking
Thane Pin-400604.

