



## **Bhubaneswar Puri Transport Services**

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CIN No: - U60210OR2010NPL011624

Notice No. - 25/BPTS

Date: 16.01.2018

### **REQUEST FOR PROPOSAL**

#### **FOR HIRING OF SERVICES FOR PROVISION/REFURBISHMENT, OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING PUBLIC TRANSPORT IN BHUBANESWAR – PURI – CUTTACK ON GROSS COST CONTRACT BASIS**

1. Bhubaneswar Puri Transport Services (BPTS) invites bid from interested agencies for the above mentioned purpose. Please refer the RFP document for details.
2. The RFP document shall be available from **19/01/2018** onwards in following web portals: [www.bdabbsr.in](http://www.bdabbsr.in), [www.bmc.gov.in](http://www.bmc.gov.in).
3. Applicants are required to submit duly filled Proposal as per the prescribed formats on or before **16/02/2018 by 4:00 PM**.
4. A pre-bid meeting shall be organised for the same on **02/02/2018 at 3:00 PM** in BDA Conference Hall.
5. In case of any queries/clarifications, please contact Mr. Sayan Roy at +91 75677 51897 or [bptslbbsr@gmail.com](mailto:bptslbbsr@gmail.com)
6. BPTS reserves the right to accept or reject bid process without assigning any reasons thereof.

**Sd/-**

**Managing Director**

Bhubaneswar Puri Transport Services



(Volume – I)

## **PROJECT INFORMATION MEMORANDUM**

**REQUEST FOR PROPOSAL (RFP)**

**FOR HIRING OF SERVICES FOR PROVISION/REFURBISHMENT,  
OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING PUBLIC  
TRANSPORT IN BHUBANESWAR – PURI – CUTTACK ON GROSS COST  
CONTRACT BASIS IN THREE PACKAGES**



**BHUBANESWAR PURI TRANSPORT SERVICES,  
BMC CAMPUS, KALPANA SQUARE, VIVEKANANDA MARG,  
BHUBANESWAR-751 014, ODISHA**

## **DISCLAIMER**

1. Though adequate care has been taken in the preparation of this Request for Proposal (hereinafter referred to as "RFP") document, the Bidders should satisfy themselves that the document is complete in all the respect and the information provided is correct. In case of discrepancy, if any, intimation should be given to Bhubaneswar Puri Transport Services (BPTS) (whose contact details are mentioned in the Vol II of RFP document) immediately or before the due date specified in the Schedule of Bidding Process. If no intimation is received by the BPTS within the date as mentioned in Schedule of Bidding process as mentioned in this document, it shall be deemed that the bidder is satisfied that the Proposal document is complete in all respects.
2. Neither BPTS nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Request for Proposal (RFP) and it is not possible for BPTS to consider the investment objectives. BPTS encourages all the prospective bidders to conduct their own due diligence, investigations & analysis and check for accuracy, reliability and completeness of this RFP. The bidders are free to obtain independent advice from the sources as considered appropriate by them.
3. Neither BPTS nor its employees will have any liability to any prospective bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the project, the information and any other information supplied by or on behalf of BPTS or their employees or their consultant or otherwise arising in any way from the selection process of this project. Bidders are advised to follow all public announcements/ communications (Corrigendum, Minutes of Meetings etc.), related to the captioned RFP, on following websites - [www.bptsl.in](http://www.bptsl.in) / [www.bdabbsr.in](http://www.bdabbsr.in) / [www.bmc.gov.in](http://www.bmc.gov.in).
4. BPTS reserves the right to reject any or all of the bids submitted in response to this Proposal at any stage without assigning any reasons thereof and without any liability to BPTS in any manner. BPTS also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the bidders, who submit the Proposal, without assigning any reasons thereof.
5. BPTS reserves the right to modify or amend or add to any or all of the provisions of this RFP or annul the bid process. Such change would be uploaded in the concerned website. Neither BPTS nor their employees will have any liability in case addition, modification, amendment, alteration, cancellation and /or of non-receipt or delayed receipt of any correspondence from them to the bidders due to the postal delays.
6. The Applicable laws for the purpose will be as applicable in the State of Odisha// Govt. of India.

## **1. INTRODUCTION:**

Bhubaneswar is the capital city of the State of Odisha and has good rail, air and road connectivity. Bhubaneswar emerged first in the National challenge under Smart City mission of Government of India and is being developed as a Smart City. The city has also been ranked as the 3rd best city among 17 cities in the country in terms of ease of doing business, according to a survey report by the World Bank.

Bhubaneswar Puri Transport Services (“Authority/BPTS”) is a company which started its operation from 10<sup>th</sup> Oct, 2010. It is the sole public bus transport provider for Bhubaneswar city and has been mandated to manage and operate the Urban Bus Service on intra city and on intercity routes in and between Bhubaneswar and Puri as well intercity connectivity to Cuttack, Khurdha etc. from Bhubaneswar and Puri.

At present, BPTS possesses a fleet of 165 urban buses under operation. The buses are being operated and maintained by a private player on Net Cost Contract basis. The existing fleet comprises Standard AC buses, Standard Non-AC Buses and midi buses. The Operation and Maintenance (O&M) contract for 125 nos of buses has expired in August 2017, out of that contract for 70 buses has been extended by a year while contract for balance 40 buses (which includes standard AC buses) would end in 2021.

As part overall strategy to improve sustainable mobility in Bhubaneswar, Cuttack and Puri urban area, BPTS has planned to expand and upgrade the bus based urban transport system. BPTS, based on detailed forecast of demand –supply gap, has decided to augment the bus fleet size to 310 buses. As part of this plan, BPTS invites Proposals for Bus refurbishment/Provision, operation and management of 310 Buses (“Contracted Bus”) on terms and conditions set out in this RFP document.

## **2. SCHEDULE OF BIDDING PROCESS**

- |      |                                      |                                 |
|------|--------------------------------------|---------------------------------|
| I.   | Issue of Advertisement               | : 16/01/2018                    |
| II.  | Pre-bid Meeting                      | : at 1500 hours on 02/02/2018   |
| III. | Last date of submission of Proposals | : till 1600 hours on 16/02/2018 |
| IV.  | Opening of Technical Proposals       | : at 1700 hours on 16/02/2018   |

## **3. RFP IN THREE VOLUMES**

The Request for Proposal (RfP) shall be in three Volumes as follows:

- I. Volume I: Project Information Memorandum (PIM)
- II. Volume II: Instruction to Bidders (ITB)
- III. Volume III: Bus Operator Agreements
  - a. Part A: Draft Operator Agreement for New Buses
  - b. Part B: Draft Operator Agreement for Existing Buses

This Volume I: Project Information Memorandum (PIM) issued to bidders must be read in conjunction with the other two Volumes mentioned above.

Brief information in respect of the project details, eligibility criteria, bidding mechanism and duties & responsibilities of the bidders, etc. are detailed in subsequent sections of the Project Information Memorandum. The Selected Bidder(s)/Operator(s) will be responsible operate the bus service as per these parameters and provisions of Bus Operator Agreement.

#### 4. PROJECT DETAILS:

BPTS is planning to increase its fleet size to 310 buses (“**Contracted Buses**”) which shall include the 110 existing buses. The Contracted Buses has been categorized into three packages of bus operation:

- a) Package 1: 50 standard size AC and 50 standard size non AC new buses
- b) Package 2: 100 midi non AC new buses
- c) Package 3: 110 Existing Buses.

- (i). **Package 1: 100 New Buses:** The selected Operator shall provide services of provision, own, operate and maintain new buses of following type and quantity

Sr. No.	Bus Length	No. of buses	Floor Height (mm)	Transmission	Emission Norms	Ac/Non AC
1	Standard bus as per UBS-II	50	900	Manual	BS IV	Non AC
2	Standard bus as per UBS-II	50	400	Manual	BS IV	AC
	<b>Total</b>	<b>100</b>				

*Detailed specifications of the above new buses are provided in the Volume-III of the RFP.*

- (ii). **Package 2: 100 New Buses:** The selected Operator shall provide services of provision, own, operate and maintain new buses of following type and quantity:

Sr. No.	Bus Length	No. of buses	Floor Height (mm)	Transmission	Emission Norms	Ac/Non AC
1	Midi bus as per UBS-II	100	900	Manual	BS IV	Non AC

*Detailed specifications of the above new buses are provided in the Volume-III of the RFP.*

- (iii). **Package 3: 110 Existing Buses:** The selected Operator shall refurbish, operate and maintain existing buses of following type and quantity

Sr. No.	Bus Length	No. of buses	Floor Height (mm)	Emission Norms	Ac/Non AC	Make	Buses Registered during (Period in year)	Transfer Cost (INR lakh/bus)
1	12 mtr	44	900	BS III	Non AC	Tata	2010–2013	To be furnished at the time of signing of Agreement
2	9 mtr (midi)	54	900	BS III	Non AC	Tata/ Swaraj Mazada	From 2010-2015	
3	12 mtr	12	650	BS III	AC	Tata Marcopolo	2014	
<b>Total</b>		<b>110</b>						

*Bus wise registration number and other details are provided in the Annexure to the RFP. Detailed list of Existing Buses are provided in the Volume-III of the RFP.*

## 5. OPERATOR'S RESPONSIBILITY:

### a. New Buses (Package 1 and Package 2):

- (i). The Authority shall enter in to separate Bus Operator Agreements for each of the two packages.
- (ii). Agreement period for the New Buses shall be Eight Years (8 Years) from Commercial Operations Date (COD).
- (iii). The authority shall have the right to extend the Agreement period for New Buses by additional one year at its sole discretion and based on performance and condition of the buses, subject to the Terms and conditions specified in the Operator Agreement.
- (iv). Bus Procurement and Ownership:
  - a. The selected Bus Operator(s) is or are expected to procure the fully built buses from the established Bus Manufacturers as per Specifications provided in the Part C of Volume-III of this RFP.

- b. For purchase of Buses, BPTS shall provide Soft Loan to Operators of an amount equal to 75% of the Cost of the Bus subject to limits and detail terms and condition of Loan given in Clause 6 (Special Condition for New Bus Operator(s)).
- c. The soft loan has to be paid back by the Operator over the contract period of 8 (eight) years in equated monthly installments at a simple interest of 6% per Annum.
- d. The ownership of the procured Buses shall remain with the Operator throughout the contract period. All the Contracted Buses shall be registered in the name of Operator.
- e. However, the Buses will be hypothecated to the Authority during the Agreement Period. The terms and conditions of Hypothecation is detailed out in Clause 6 (Special Condition for New Bus Operator(s))

(v). Bus Operation:

- a. During the agreement period, the selected Bus Operator(s) shall operate and maintain the buses on the specified routes on **Gross Cost Contract** basis
- b. Under both the Packages, the Operator(s) are expected to make available “**Annual Assured Fleet**” (a particular proportion of the fleet in good condition for operations) at all times. The balance of the fleet is to be used for regular maintenance. The no. of buses in such Annual Assured Fleet shall get reduced year to year due to enhanced maintenance needs of an aging fleet. The details of the Annual Assured Fleet is given in Clause 10 (Bus Operation during the Agreement Period).
- c. The Operator shall provide duly licensed drivers, trained staff and personnel to ensure the continued and uninterrupted Urban Bus Service in accordance with the terms contained herein and as per Applicable Law;
- d. The Operator shall maintain the Contracted Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the Operator agreement.
- e. The Operator shall ensure that safety and security of passengers and any third person on the Contracted Buses is maintained at all times;

- f. The Operator shall ensure any equipment installed on the Contracted Buses or within the Bus Depot/ Parking Space 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 authorized personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Bus Depots/ Parking Space at any time without any notice in this regard;
- g. The Operator shall submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time;
- (vi). Clearances, Approvals and Payment of Fees, Charges & Taxes:
  - a. The Operator shall be liable to procure all Operator Clearances in accordance with Annexure given to the Operator Agreement at his own cost and expenses for the purposes of providing Bus Services as per the terms of Operator Agreement;
  - b. The Operator shall be liable to pay RTO registration charges, fitness and pollution Certificate charges, insurance charges and any other applicable charges/permits/licenses/approvals at the time of Bus registration and thereafter shall bear all charges for remaining years of Agreement.
  - c. The Operator shall be liable to bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of Operator Agreement and Applicable Law;
- (vii). Depot Construction: Authority has identified two locations for new depot construction at Chandrashekharpur and Patrapada. The Bus Operator being awarded Package 1 and 2 for new buses shall design, construct and use the Bus Depot(s) for Parking and Maintenance of the Contracted Buses at site provided by BPTS on Engineering, Procurement and Construction basis.

**b. Existing Buses (Package 3):**

- (i). The Operator Agreement for Existing Buses shall remain in force for a period of Five years (5 years) from Commercial Operations Date (COD).
- (ii). The Selected Operator at its own cost is required to refurbish the Existing Buses and obtain roadworthiness, PUC and other applicable certificates and clearance from the RTO or similar competent Government Authority. (Bus wise registration number and other details are provided as an Annexure in the RFP. Detailed list of Existing Buses is provided in the Volume-III of the RFP).



- (iii). Authority shall mount ITS equipment, CCTV cameras etc on the Bus through a separate vendor appointed by it. The Operator shall return all ITS and electronic instruments etc in working condition to the Authority after successful completion of agreement period.
- (iv). The Bidders are requested to carryout condition assessment of Existing Buses prior to submission of their proposal. Authority will arrange for site visit for interested Bidders during Pre Bid Meeting.
- (v). During the agreement period, the selected Bus Operator(s) shall operate and maintain the buses on the specified routes on **Gross Cost Contract** basis.
- (vi). The Operator is expected to make available "**Annual Assured Fleet**" (a particular proportion of the fleet in good condition for operations) at all times. The no. of buses in such Annual Assured Fleet shall get reduced year to year due to enhanced maintenance needs of an aging fleet. The details of the Annual Assured Fleet is given in Clause 10 (Bus Operation during the Agreement Period).
- (vii). The Operator shall have to pay the RTO and insurance charges for remaining years starting from next payment cycle, after handing-over of the existing buses.
- (viii). At present, Authority possesses one depot at Pokhariput with the capacity to park and maintain approximately 110 buses. The depot shall be given to the Operator on leasehold basis. The Operator shall re-design, reconstruct and use the existing Bus Depot for Parking and Maintenance of the Contracted Buses at site provided by BPTS on Engineering, Procurement and Construction basis.
- (ix). The ownership of the Existing Buses shall remain with the Authority throughout the Agreement Period and shall remain free of any encumbrances.
- (x). At the end of the normal expiry of the Contract, ownership of all Contracted Buses shall be transferred to the Operator against payment of Transfer Cost as mentioned in the table above. Such amount shall be deducted from the payments to the Operator during the final 6 months of operator in equal installments. The Buses shall be handed over to the Operator without any encumbrances/lien/hypothecation.

## **6. SPECIAL CONDITION FOR NEW BUS OPERATOR(S) (PACKAGE 1 and 2):**

### **a. New Bus Procurement:**

- (i). The Buses will be purchased by the Operator on his own through negotiations with the Bus manufacturers.

- (ii). The final selected Bus will be required to be approved by the Authority along with the specifications, price and payment terms.
- (iii). At all stages the Operator will keep the Authority informed about the progress of Bus Purchase, bus building and delivery.
- (iv). The Operator will satisfy the Authority regarding the terms of the purchase and particularly the price being the most competitive offer as also being comparable to market price for same bus sold to other customers.
- (v). Authority or authorized representative of the Authority may carry out inspection of Prototype Bus and other buses to be supplied as part of Operator Agreement at any of stages before pre-dispatch stage at Bus operator's/ Bus Manufacturer's premises.
- (vi). Operator shall deliver buses at the place/ places as shall be specified by the Authority within Bhubaneswar Municipal Limits, not later than the dates/schedule specified in Bus Delivery Schedule.
- (vii). In case of any delay in delivery of bus from dates/schedule specified in Bus Delivery Schedule, Operator(s) need to pay delay liquidated damages as specified in the Operator Agreement.
- (viii). On receipt of fully built Contracted Buses at Bhubaneswar, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period.
- (ix). Authority shall issue Provisional Receipt Certificate within three working days of receipt of Contracted Bus(es) in good conditions along with valid required documents at Bhubaneswar
- (x). On Receipt of Contracted Buses on Authority's Designated Premise(es), Authority or representatives of the Authority shall carry out final inspection of the Buses at Authority's premises jointly with the Bus Operator, within 7 working days of such receipt. If any further Damages, defects and deficiencies shall be found, the Operator shall initiate immediate action for making good the same within a period of 7 days or within mutually agreed time period.
- (xi). A Final Acceptance Certificate shall be issued within 7 working days by Authority from the day of receipt of Contracted Bus(es) in good conditions.

**b. Soft Loan for new bus procurement**

- (i). For purchase of Buses, BPTS shall provide Soft Loan to Operators of an amount equal to 75% of the Cost of the Bus subject to the following limits:

Sr. No.	Type of Buses	Limit for Soft Loan (INR lakh)
1	Standard AC Bus	55.0
2	Standard Non AC Bus	40.0
3	Midi Bus	30.0

- (ii). The soft loan has to be paid back by the Operator over the contract period of 8 (eight) years in equated monthly installments at a simple interest of 6% per annum.
- (iii). The Operator shall sign a Lender's Agreement as provided in the RFP with BPTS for the disbursement of the loan and shall abide by the terms and conditions of the Lender's Agreement.
- (iv). The above Soft Loan provided will be secured through a Hypothecation Agreement between the Authority and the Operator whereby the Buses will be hypothecated to the Authority during the Agreement Period.
- (v). The Hypothecation Agreement will also include an Indemnity Bond in favour of the Authority given by the Operator whereby it will indemnify the Authority against any losses arising to the Authority owing to loss, damages, theft, neglect and poor maintenance of the Contracted Buses during the currency of the Hypothecation and Operator Agreements.
- (vi). While the Operator is free to raise financial resources for balance amount required for purchase of Buses other than Soft Loan, any hypothecation/lien/charge or encumbrance from such fund raising will rank junior/subordinate to the obligations resulting from the Hypothecation Agreement with the Authority mentioned above.

**c. Depot construction for New Bus Operator:**

- (i). The Bus Operator being awarded Package 1 and 2 for new buses shall design, construct and use the Bus Depot(s) for Parking and Maintenance of the Contracted Buses at site provided by BPTS (Chandrashekharapur and Patrapada) on Engineering, Procurement and Construction basis. The details of the Depot sites are placed at Annexure to the RFP including a conceptual design.
- (ii). The Authority shall enter in to Depot Construction Agreement with Operator as sub agreement to the Bus Operator Agreement to ensure timely construction with quality of workmanship.

- (iii). The operator shall prepare a Draft Depot Construction Plan which shall include detailed design of the Depot, bill of quantity and cost estimates using Schedule of Rates (SOR) and submit for Authority's approval within 90 days from signing of Depot Construction Agreement .
- (iv). The Authority through its authorized representative such as Authority Engineer/Programme Management Consultant shall review the Draft Depot Construction Plan and provide comments within 7 days of submission of Depot Construction Plan. In case of any changes suggested, the Operator shall make the necessary changes and resubmit the Final Depot Construction Plan within 7 days of receipt of such suggestion.
- (v). The Authority shall appoint an empowered committee, comprising of representatives of the Authority and technical experts, for approval of Final Depot Construction Plan. The Operator can start construction of Depot only after obtaining approval from the Authority.
- (vi). Authority shall be responsible for overall supervisions and monitoring of the depot construction work. Authority's authorized representative such as Authority Engineer/Programme Management Consultant shall check the Depot Construction work regularly and notify the Operator of any Defects that are found. Such Defects have to be addressed by the Operator within the mutually agreed time period.
- (vii). The Bus Operator can appoint sub-contractor, having required qualifications as mentioned in the RFP, for execution of civil work, electric work, HVAC and other allied components as part of Depot Development.
- (viii). The cost of Depot construction shall be borne by BPTS and shall be paid to the Bus Operator based on the milestones provided in the Depot Construction Agreement.
- (ix). The Total Project cost for the depot as estimated by Authority is as follows:

<b>Package</b>	<b>No. of Buses</b>	<b>Depot</b>	<b>Indicative Total Project Cost (in Crore)</b>
Package 1	100	Patrapada	15.44
Package 2	100	Chandrashikharpur	15.44

- (x). After completion of construction, the possession of the depot shall be handed over to the Authority who in turn shall enter in to Depot Lease Agreement with the Operator as Sub Agreement to this Bus Operator Agreement.
- (xi). The ownership of the Bus Depot/ Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces, and on Termination or expiry of Agreement Period,

whichever is earlier, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces.

- (xii). The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.
- (xiii). The Operator shall maintain the area of the Bus Depot/ Parking Space provided to it under the terms of the Depot Lease Agreement and Operator Agreement in good working condition at his own cost and expense;

## **7. SPECIAL CONDITION FOR EXISTING BUS OPERATOR (PACKAGE 3):**

### **a. Reconstruction of existing Bus Depot:**

- (i). The Bus Operator being awarded Package 3 for existing buses, shall redesign, reconstruct and use the Bus Depot for Parking and Maintenance of the Contracted Buses at site provided by BPTS (Pohkhariput) on Engineering, Procurement and Construction basis. The details of the Depot sites are placed at Annexure to the RFP including a conceptual design.
- (ii). The Authority shall enter in to Depot Reconstruction Agreement with Operator as sub agreement to the Bus Operator Agreement to ensure timely construction with quality of workmanship.
- (iii). The operator shall prepare a Draft Depot Reconstruction Plan which shall include detailed design of the Depot, bill of quantity and cost estimates using Schedule of Rates (SOR) and submit for Authority's approval within 90 days from signing of Depot Reconstruction Agreement.
- (iv). The Authority through its authorized representative such as Authority Engineer/Programme Management Consultant shall review the Draft Depot Reconstruction Plan and provide comments within 7 days of submission of Depot Reconstruction Plan. In case of any changes suggested, the Operator shall make the necessary changes and resubmit the Final Depot Reconstruction Plan within 7 days of receipt of such suggestion.
- (v). The Authority shall appoint an empowered committee, comprising of representatives of the Authority and technical experts, for approval of Final Depot Reconstruction Plan. The Operator can start construction of Depot only after obtaining approval from the Authority.
- (vi). Authority shall be responsible for overall supervisions and monitoring of the depot reconstruction work. Authority's authorized representative such as Authority Engineer/Programme Management Consultant shall check the Depot Reconstruction work regularly and notify the Operator of any Defects that are found.

Such Defects have to be addressed by the Operator within the mutually agreed time period.

- (vii). The Bus Operator can appoint sub-contractor, having required qualifications as mentioned in the RFP, for execution of civil work, electric work, HVAC and other allied components as part of Depot Development.
- (viii). The cost of Depot construction shall be borne by BPTS and shall be paid to the Bus Operator based on the milestones provided in the Depot Reconstruction Agreement.
- (ix). The Total Project cost for the depot as estimated by Authority is as follows:

Package	No. of Buses	Depot	Indicative Total Project Cost (In Crores)
Package 3	110	Pokhariput	13.14

- (x). After completion of reconstruction, the possession of the depot shall be handed over to the Authority who in turn shall enter in to Depot Lease Agreement with the Operator as Sub Agreement to this Bus Operator Agreement.
- (xi). The ownership of the Bus Depot/ Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces, and on Termination, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces.
- (xii). The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.
- (xiii). The Operator shall maintain the area of the Bus Depot/ Parking Space provided to it under the terms of the Depot Lease Agreement and Operator Agreement in good working conditional his own cost and expense.

## 8. PROJECT TIMELINES:

### a. New Buses (Package 1 and Package 2):

- (i). The Bidder selected through the transparent Bid Process shall be issued an LOA by BPTS.
- (ii). Within 15 (fifteen) days from the issuance of the LOA, the Selected Bidder shall accept the LOA and deposit the Performance Security. On completion of these activities, the Operator shall execute the Bus Operator Agreement with BPTS. This date of execution of the Bus Operator Agreements will be referred to as the **Appointed Date**.
- (iii). The **Commercial Operations Date (COD)** shall be the date 200 days from Appointed Date or date of deployment of all Contracted Buses, whichever is earlier.

The Deployment shall be considered achieved after the completion of Training Period as defined in the Operator Agreement.

- (iv). The period beginning on the Appointed Date and ending on the Commercial Operations Date (COD) shall be known as “Bus Procurement Period”. The operator needs to Procure the buses during this period as per the following schedule (“Bus Delivery Schedule”):

Time	Delivery of fully built Buses (no.)	
	Package 1	Package 2
Within 60 days from date of Appointed Date	Prototype Bus	Prototype Bus
Within 30 days of approval of prototype	First Lot of 25 Buses	First Lot of 25 Buses
Within 60 days of approval of prototype	Second Lot of 25 Buses	Second Lot of 25 Buses
Within 90 days of approval of prototype	Third Lot of 25 Buses	Third Lot of 25 Buses
Within 120 days of approval of prototype	Final Lot of 25 Buses	Final Lot of 25 Buses

- (v). The “Operations Period” shall begin from COD and end Eight (8) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by one (1) additional year based on operator performance and condition of the Buses.

**b. Existing Buses (Package 3):**

- (i). The Bidder selected through the transparent Bid Process shall be issued an LOA by BPTS.
- (ii). Within 15 (Fifteen) days from the issuance of the LOA, the Selected Bidder shall accept the LOA and deposit the Performance Security. On completion of these activities, the Operator shall execute the Bus Operator Agreement with BPTS. This date of execution of the Bus Operator Agreements will be referred to as the **Appointed Date**.
- (iii). The **Commercial Operations Date** (COD) shall be the date 110 days from Appointed Date or date of deployment of all Contracted Buses, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- (iv). The period beginning on the Appointed Date and ending on the Commercial Operations Date (COD) shall be known as “Bus Refurbishment Period”. The operator needs to Refurbish the buses during this period as per the following schedule (“Bus Refurbishment Schedule”):

Timeline	Event
Within 15 days of Appointed Date	Takeover the Contracted Buses
Within 15 days of taking over the buses	Submission of Refurbishment Plan
Within 30 days of Submission of Refurbishment Plan	Refurbishment of first Lot of 50 Buses
Within 45 days of Submission of Refurbishment Plan	Refurbishment of second Lot of 35 Buses
Within 60 days of Submission of Refurbishment Plan	Refurbishment of first Lot of 25 Buses

- (v). Upon submission of valid copies of Roadworthiness/Fitness/Fit to Ply and PUC certificates and completion of Refurbishment Process to its satisfaction, the Authority, within 7 days of such submission, shall issue Bus Acceptance Certificate to the Operator for each successfully Refurbished Bus.
- (vi). The Operator shall initiate the process of deployment of buses after receipt of Bus Acceptance Certificate from the Authority and complete the deployment no later than 7 (Seven) days from the date of Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing.
- (vii). If the Operator fails to complete the refurbishment of Contracted Buses within the Bus Refurbishment Schedule, its shall be liable to pay the delay liquidated damages as specified in the Operator Agreement.
- (viii). In case of the Operator fails to Refurbish even a Single Contracted Bus as per stipulated schedules, after exercising all remedial measures provided in the Operator agreement, it shall be considered Operator's Event of Default.
- (ix). The "Operations Period" shall begin from COD and end Five (5) years from the COD ("Contract Period/ Agreement Period").

## 9. PAYMENT MECHANISM

- (i). Operated Kilometre for a Bus: The Operated Kilometre for a contracted bus shall include:
- Distance travelled by the Contracted Bus assigned on given Route(s) as per the Operating Plan.
  - Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
  - Distance travelled by the Contracted Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance



travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's service.

- Distance travelled by a Contracted Bus for fuel refilling (two ways) not exceeding the 5 KM of nearest fuel station from the Depot/ Parking space.

But excluding;

- Any kilometres travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.

- (ii). The base year Applicable Per Kilometre Charge for Contracted Bus shall be as per the financial proposal submitted by the Operator during the bidding process.
- (iii). The payment for Bus Kilometres up to Assured Bus Kilometres per each Contracted Bus deployed shall be calculated as
- $$\text{Payment} = \text{Applicable Per Kilometre Charge for Contracted Bus} \times [\text{Operated KM}]$$
- (Where Operated KM is Bus Kilometres Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)
- (iv). For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every 15 (Fifteen) days in a month ("Payment Period") specifying registration number of each Contracted Bus and the type of bus, Bus Kilometres travelled by each Contracted Bus, Applicable Kilometre Charge for the period for the particular type of Contracted Bus, GST and any applicable surcharge or cess along with Copy of daily fuel price and purchase bills indicating source, quantity and rate per fuel purchased.
- (v). The Authority shall, within a period of 10 (ten) days of the receipt of invoice, make part payment of 90% of the total invoiced amount for each payment cycle of 15 days. Balance 10% of the amount of each invoice shall be released by the Authority in first 15 days of the next month of after the month of invoicing (starting from COD) after verifying the records.
- (vi). Half Yearly Assured Bus Kilometres:
- a. The Authority shall assure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from CoD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than
- 27,000 kms / Contracted Bus (Twenty-Seven Thousand Kilo metres per contracted bus) for existing buses (Package 3)
  - 31,500 kms / Contracted Bus (Thirty One Thousand Five Hundred Kilo metres per contracted bus) for new buses (Package 1 and 2)

This above number of Bus Kilometres shall be known as “**Half Yearly Assured Bus Kilometres**”].

- b. If the average number of kilometres operated per Contracted Bus is less than the Half Yearly Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Half Yearly Assured Payment Amount for Unutilised Kms = (Payment Proportion for Unutilised Kms ) x (Tm – Ta) x Applicable Kilometre Charge

Where

Payment Proportion for Unutilised Kms shall be 0.25 for existing buses (Package 3) and 0.35 for new buses (Package 1 and 2),

Tm = Half Yearly Assured Bus Kilometres x Available fleet

Ta = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

- c. If the average number of kilometres operated per Contracted Buses exceed the Half Yearly Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Half Yearly Assured Bus Kilometres shall be calculated as follows;

Half Yearly Assured Payment Amount for Excess Kms = (Payment Proportion for Excess Kms) x (Ta – Tm) x Applicable Kilometre Charge

Where

Payment Proportion for Excess Kms shall be 0.75 for existing buses (Package 3) and 0.65 for new buses (Package 1 and 2),

Ta = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

Tm = Half Yearly Assured Bus Kilometres x Available fleet

- d. The Applicable Kilometre Charge for the purpose of the Payment of Unutilised or Excess Km shall be the weighted average of the applicable Kilometre Charge used in payment periods during the relevant year.

(vii). Basis of Revision of Kilometre Charge:

- a. The Kilometre Charge shall be reviewed and (if applicable) revised for:
- Fuel cost shall be revised on monthly basis and the Average of daily fuel price at the end of the month shall be used as an indicator.
  - Cost of consumables shall be revised annually using the Wholesale Price Index,

- Manpower Cost shall be revised annually using change in Minimum Wages for relevant skill category for manpower deployed (drivers) as per periodic Gazette Notifications, Labour and Employment Dept., Govt. of Odisha
- b. The Kilometre charge shall be revised based on following formula for different packages;

For Package 1 and 2 (New Buses)

$$R_L = [R_{L-base}] + [R_{L-base} \times 0.40 \times (F - F-base)/F-base] + [R_{L-base} \times 0.15 \times [(W - W-base)/W-base]] + [R_{L-base} \times 0.20 \times [(L - L-base)/L-base]]$$

For Package 3 (Existing Buses)

$$R_L = [R_{L-base}] + [R_{L-base} \times 0.50 \times (F - F-base)/F-base] + [R_{L-base} \times 0.20 \times [(W - W-base)/W-base]] + [R_{L-base} \times 0.25 \times [(L - L-base)/L-base]]$$

Where

$R_L$  is the Kilometre charge for each Lot

R-base is the Base Kilometre Charge

F is present Price of Fuel/unit

F-base is the Base Year Price of Fuel/unit

W is the Present Year Wholesale Price Index

W-base is the Base Year Wholesale Price Index (Latest Financial year or Calendar Year WPI whichever is nearer to the Proposal Due Date)

L is the Present Applicable Minimum Wages for the relevant skill category for drivers

L-base is the applicable Base Year Minimum Wages for the relevant skill category for drivers

## 10. BUS OPERATION DURING THE AGREEMENT PERIOD:

### a. Operation Plan:

- (i). The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Annual Assured Fleet Availability, Fleet Deployment Plan and any other relevant details required for Operation of Contracted Buses ("Operation Plan").
- (ii). The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing bus headways based on peak and off peak hour requirements ("Fleet Deployment Plan").

- (iii). The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.
- (iv). The operator needs to operate the Contracted Buses in accordance with this Operation Plan.

**b. Routes and Schedules:**

- (i). The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.
- (ii). The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.

**c. Annual Assured Fleet Availability:**

- (i). The Operator is expected to make available “Annual Assured Fleet” (a particular proportion of the fleet in good condition for operations) at all times during the Agreement Period.
- (ii). This proportion (“Annual Assured Fleet Availability”) shall be as follows:

Type of Buses	Year 1	Year 2	Year 3	Rest of the Contract Period
New Buses (Package 1 &2)	93%	92%	91%	90%
Existing Bus (Package 3)	90%	90%	88%	85%

- (iii). In case the Operator is unable to make available the “Annual Assured Fleet”, it shall attract Liquidated damages as defined in the Operator Agreement.

**d. Fare and Fare Collection:**

- (i). The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Contracted Buses or persons who avail the Bus Service
- (ii). The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate.

- (iii). The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof. The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority.

**e. Advertisement on the Buses**

- (i). The Authority shall reserve rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from above activity.
- (ii). The Operator shall be responsible for security and cleanliness of advertisement material and equipment.

**f. Appointment of Program Manager**

- (i). The Authority, at its own cost, shall appoint a reputed firm having adequate experience of operation and maintenance of Urban Bus Operation, as “Program Manager”.
- (ii). The Programme Manager shall be responsible for ensuring compliance of the Performance Standards by the Operator, contract management during the Agreement Period, Develop Operation Plan including Bus Deployment Plan for the Urban Bus Service, Carryout Supervision, Monitoring and inspection of Buses, Depot development, maintenance and allied supporting system on behalf of the Authority, evaluate and verify the invoices make recommendations in this regard.

**g. Operation and Maintenance Standards:**

- (i). The Operator shall maintain the minimum service standards for operations and maintenance of Contracted Buses as provided in the Operator Agreement.
- (ii). The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan, and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time

**h. Performance Monitoring and Assessment System for new buses**

- (i). The Operator for Package 1 and 2 shall follow the Performance Indicators provided in the Performance Appraisal System (PAS) placed as an Annexure to the Operator Agreement new buses.

- (ii). The parameters in the in the Performance Appraisal System (PAS) generally covers aspects of Regulatory Compliance, Passenger Experience, Safety and Vehicle upkeep.
- (iii). The Operator shall pay Liquidated damages or Receive Incentive as a resultant of the evaluation of daily, weekly and Monthly parameters for Bus Operation and Maintenance as defined in the Performance Appraisal System (PAS).
- (iv). In case Aggregate Damages payable by the Operator for any particular Payment Period exceeds the 10% of total invoice amount for that Payment Period for consecutive 5 (five) Payment periods, it shall be considered as breach of obligation by the Operator and shall entitle the Authority to terminate the Agreement

#### **11. CONDITION IN CASE OF DEFAULT:**

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

- (i). The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.
- (ii). The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example: Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

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

- (i). Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;
- (ii). Operator stands incapable of supply of single fully built bus as per the specifications and fails to adhere to the timelines set forth in the Agreement.
- (iii). Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority
- (iv). The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason
- (v). The Operator fails to payback the monthly instalment of the soft loan given for four consecutive quarters.

- (vi). Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- (vii). Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading
- (viii). Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.
- (ix). The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.
- (x). The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement
- (xi). Operator fails to comply with the Applicable laws, rules and regulations
- (xii). Any act of winding up of Operator by its Shareholder or Court of competent jurisdiction or any relevant Authority

**c. Termination due to Default:**

- (i). In the event of termination for an Operator Event of Default, the Authority shall:
  - a. In case such termination occurs due to non-supply of buses as per agreement for Package 1& 2 OR non-completion of refurbishment of buses as per agreement conditions in case of Package 3
    - Release bus(es) supplied to Authority to the Operator in Package 1 & 2 OR Takeover peaceful and encumbrance free possession of the Contracted buses handed over to the Operator in case of Package 3.
    - Be entitled to invoke and retain the Performance Security amount in full;
  - b. In case such event occurs after COD
    - Takeover peaceful possession without any Encumbrance of Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator;
    - Be entitled to invoke and retain the Performance Security amount in full;
    - Release bus(es) under operation from the duty in case of Package 1& 2 OR Takeover peaceful possession without any Encumbrance of Contracted Buses in case of Package 3
- (ii). Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:
  - a. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination

- b. Takeover peaceful possession without any Encumbrance of all Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
- c. Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
- d. Release bus(es) under operation from the duty in case of Package 1 & 2 OR Takeover peaceful possession without any Encumbrance of all Contracted Buses and Permit Bus Operator to exercise option to Buy Buses from the Authority as per the conditions of Operators Agreement in case of Package 3.

## **12. ELIGIBILITY AND QUALIFICATIONS CRITERIA:**

### **d. Eligibility Criteria:**

- (i). Companies and firms registered under the Companies Act, Partnership Firm registered under The Indian Partnership Act or a registered proprietary firm shall be allowed to participate in the bidding process.
- (ii). Foreign firms constituted under respective foreign law are also allowed to participate in Bidding as single Bidder.
- (iii). Consortium is not permitted to participate in the Bidding. Only Single Bidder is permitted. The Bid/ Eligibility and Qualification Submission of the Bidder submitting as Consortium shall be termed as Non Responsive and rejected.
- (iv). Bidders or its Associate(s) from whom the bidder is taking credit for meeting Technical/ Financial Qualification Criteria should not have been barred/blacklisted by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract if the bar subsists as on the Proposal Due Date
- (v). Bidders or its Associate(s) from whom the bidder is taking credit for meeting Technical/ Financial Qualification Criteria should not have been expelled from any project or contract by any government or government instrumentality; or had not any contract terminated by any government or government instrumentality for breach by such Bidder or its Associates, as the case may be
- (vi). A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.



**e. Technical Qualification Criteria:**

- (i). Technical Qualification Criteria: The Bidder should have Ownership and/or Operation and/or Aggregation Experience of Buses and/or Taxies in India or in foreign country over the past 3 years immediately preceding the Bid due date, in a manner so that:

$1X$  (Weightage given to such Experience)  $\times$  (No. of Buses for which the Ownership and/or Operation and/or Aggregation Experience demonstrated)

+

$(1/3) X$  (Weightage given to such Experience)  $\times$  (No. of Cars for which the Ownership and/or Operation and/or Aggregation Experience demonstrated) must be equal to or greater than the values given below for different packages:

Sr. No.	Bidding Options	No. of Buses to be awarded	Ownership and/or Operation and/or Aggregation Experience required
1	Package 1	100	80
2	Package 2	100	80
3	Package 3	110	90

- (ii). The Weightage given to various types of experience shall be as follows:

Ownership Experience: 1

Operation Experience: 0.5

Aggregation Experience: 0.25

- (iii). In case the bidder is showcasing combined experience for Operational/ Ownership / Aggregation, then overlaps shall not be permitted. That means, if the experience of ownership is taken into account for x buses, then the experience of operations for the same will not be counted and so on.
- (iv). Operation/Aggregation Experience must include Planning, managing and monitoring of day to day bus/Taxi/Passenger vehicle operations and/or maintenance.

- (v). Operation experience, must be demonstrated through an explicit contract/concession Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year.
- (vi). Aggregation Experience must be demonstrated through Agreements with Operators of Buses/Taxies and MIS of daily vehicle availability / ridership data that demonstrates the operation of number of required buses/taxies over a period of at least one year.
- (vii). Ownership experience of buses and/or taxis by the Bidder shall have to be demonstrated through RTO books/RTO vehicle Ownership certificate or other verifiable proof of ownership for all the required no. of Buses and taxis, clearly showing ownership of the Bidder in case Bidder and its Associate is an Indian firm.
- (viii). In case ownership / operation experience is demonstrated through a ownership/ contract held jointly with another partner/consortium, the percentage of ownership/investment / profit sharing in that partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.
- (ix). In case bidder is or its Associate is a Foreign firm, then it shall have to demonstrate Ownership experience of buses through equivalent statutory registration of RTO book/RTO ownership Certificate from their respective foreign countries. If documents/evidences as specified above are other than English language, then it should be accompanied by a notarized translation to English language only.
- (x). Aggregating the Ownership and or Operational Experience of any Associate of Bidder for the purpose of meeting the Technical Capability Criteria shall be permitted.

**f. Financial Qualification Criteria:**

- (i). The Bidder shall be required to have a Net worth as on 31st March, 2017 as per Auditor's certificate as follows:

Sr. No.	Combination	No. of Buses	Minimum Net-worth required as on 31/3/2017 (INR crore)
1	Package 1	100	5.0
2	Package 2	100	5.0
3	Package 3	110	2.0

- (ii). Aggregating the Financial Capability of any Associate of the Bidder for the purpose of meeting the Financial Capability Criteria shall be permitted.
- (iii). For the purposes of this RFP, net worth (the "Net Worth") shall mean Equity Capital + Reserve and Surplus + Revaluation Reserve – Accumulated Losses – Intangible Assets.
- (iv). As mentioned above, bidding for more than package is permitted and in such cases, following cases shall illustration the mechanism:

Case: Bidder A has applied for all Packages; i.e. Package 1, 2 and 3. It has net worth of INR 6 crores. Package 1 is opened first and A is not the Preferred Bidder. So, it will be eligible for opening of its Financial Proposal for Package 2, subject to the fulfillment of general eligibility criteria and Technical Qualification Criteria as it has not used up its net worth.

If it emerges as the preferred bidder for Package 2, it shall use up its net worth capacity to the extent of Package 2 requirement of INR 5 Crores. So, it will have residual net worth of INR 1 Crore (INR 6 Crores – INR 5 Crores). So, after Package 2, it will not have net worth of INR 2 crore required for Package 3 and hence its financial proposal will not be opened for Package 3.

### 13. DETAILS OF BIDDING PROCESS:

- (i). The bidding process shall be a Single Stage Two Envelope Proposal system.
- (ii). Proposal shall remain valid for a period of 180 days after the Proposal Due Date.
- (iii). The bidder has the option to Bid for a Single Package, or any Combination of Packages, collectively referred to as "Bidding Options". In case the bidder is applying for more than one package, it needs to clearly specify the same in the cover letter in the technical bid in the format provided. It needs to accordingly submit separate Financial proposal for different packages in sealed envelopes. It is further

clarified that in case a bidder applies more than one Package, it shall submit only one Technical Proposal while submitting separate Financial proposal for each of the Packages applied.

- (iv). The bidding parameter shall be “Aggregate Bus Operation Cost for Year one” for each package of bus operation. The bidder quoting the lowest “Aggregate Bus Operation Cost for Year one” for a package of bus operation and fulfilling the eligibility criteria and responsiveness check shall be the “Preferred Bidder” for that package.
- (v). The maximum number of packages that may be awarded to any qualifying and winning bidder shall be 2(two) packages, irrespective of qualifications and number of packages he has applied for, subject to it fulfilling the combined financial and technical eligibility criteria of both packages
- (vi). The financial proposal for various package shall be opened in this order: Package 1, Package 2 and Package 3. If a bidder wins Package 1 and 2, its financial proposal for Package 3 shall not be opened.
- (vii). In case the Preferred Bidder of Package 1 has also applied for the Package 2, the Technical and Financial eligibility criteria for second Package would be separately fulfilled by it after adjusting these criteria required for the first Package before the opening of Financial Proposal of Package 2. Only if the Preferred Bidder of Package 1 fulfils Technical and Financial Eligibility Criteria as required, its financial proposal for Package 2 shall be opened. In case the bidder is unable to demonstrate the required eligibility, its financial proposal shall not be opened.

The same procedure shall be repeated in case of Package 3, if the Preferred bidder for Package 1 or 2 would have applied for Package 3.

#### **14. FEES AND CHARGES;**

##### **a. Cost of RFP document (Non-refundable):**

- (i). The bidders are required to submit INR 10,000/- (non-refundable) plus GST at 18% to be payable in the form of Account payee Demand Draft/Pay Order/Banker’s Cheque in favour of “Bhubaneswar Puri Transport Services” payable at Bhubaneswar along with the Proposal.
- (ii). It is further clarified that a bidder needs to submit the Cost of RFP document one time irrespective of no. of packages applied for.

##### **b. Earnest Money Deposit (“EMD”) or Bid Security:**

- (i). The bidders are required to submit an Earnest Money Deposit separately for each package as per the amount given below along with its Technical Proposal:

Sr. No.	Package	Amount of EMD/Bid Security (In INR lakh)
1	Package 1	15
2	Package 2	15
3	Package 3	8

- (ii). The EMD shall be in the form of Account Payee Demand Draft/Pay Order/Banker's Cheque in favour of "Bhubaneswar Puri Transport Services" payable at Bhubaneswar OR irrevocable Bank Guarantee drawn in favour of "Bhubaneswar Puri Transport Services" and Payable at Bhubaneswar and valid for a period of 240 days (Two hundred and Forty days) from the Proposal Due Date.
- (iii). The Earnest Money deposit of the successful Bidder will be returned after the contract performance security is furnished.
- (iv). The Earnest Money deposit of all unsuccessful Bidders will be returned to them at the earliest after expiry of the final Proposal validity date and latest by the 30th day of signing of the Agreement by the Authority.

**c. Performance Security:**

- (i). Before signing of the Bus Operator Agreement, the Successful Bidder shall furnish Performance Security for the awarded Package(s) in the form Bank Guarantee from any scheduled bank in favor of "Bhubaneswar Puri Transport Services" as per format provided valid for the Contract period and 60 days thereafter for an amount equivalent to as follows.

Sr. No	Package	Amount of Performance Security (INR In figure)	Amount of Performance Security (INR In words)
1	Package 1	80,00,000/-	Eighty Lakh Only
2	Package 2	80,00,000/-	Eighty lakh only
3	Package 3	40,00,000/-	Forty Lakh Only

**15. OTHER TERMS AND CONDITIONS:**

- (i). Further, the Authority, at its sole discretion, during the course of the agreement, may ask the Operator to provide additional buses equivalent to 25% of the total quantity of buses required under the Agreement. The Agreement period of such additional buses shall be decided in consultation with the Operator at the time of issuing the request for Additional buses by Authority. However, the Agreement Period for the

additional buses shall not be higher than the agreement of period mentioned in this agreement.

- (ii). In the event the Operator, within bus delivery period and additional period of 120 days, fails to deliver required number of buses and obtain Certificate of Acceptance from the Authority, then, the Authority shall have right to reduce the number of Contracted Buses which are to form part of the Contracted Buses by the number of buses remaining undelivered /unaccepted.



**(Volume-II)**

**INSTRUCTION TO BIDDERS**

**REQUEST FOR PROPOSAL (RFP)  
FOR HIRING OF SERVICES FOR PROVISION/REFURBISHMENT,  
OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING  
PUBLIC TRANSPORT IN BHUBANESWAR – PURI – CUTTACK ON  
GROSS COST CONTRACT BASIS IN THREE PACKAGES**



**BHUBANESWAR PURI TRANSPORT SERVICES,  
BMC CAMPUS, KALPANA SQUARE, VIVEKANANDA MARG,  
BHUBANESWAR-751 014, ODISHA**

## DEFINITIONS AND INTERPRETATION

In this Volume II of the RFP, unless the context otherwise requires, capitalised terms shall have the meaning given below. Capitalised terms not defined below shall have the meaning given to them in the Bus Operator Agreement.

<b>Term</b>	<b>Definition</b>
<b>“Addendum or Addenda”</b>	means an addendum or addenda to the RFP.
<b>“Annexure”</b>	means an annexure to this Volume II of the RFP.
<b>“Authority”</b>	Means the <b>Bhubaneswar Puri Transport Services</b> . (BPTS) or its authorized representatives who has invited Proposals from competent and interested parties for Bus provision / refurbishment, operation and maintenance of Buses on gross cost contract basis.
<b>“Applicable Law”</b>	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.
<b>“Appointed Date”</b>	means the date of execution of the Bus Operation Agreement.
<b>“Associates”</b>	means, in relation to a Bidder, a person who Controls, or is Controlled by, or is under the common Control of such Bidder, specified in Clause 3.3 of the ITB.
<b>“Authorized Signatory”</b>	Means the Person Authorized by the Bidding firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
<b>“Bus”</b>	Means a passenger Bus unit including existing fleet and New Fleet to be provided/ refurbishment by the operator and that meets the Technical Specification. In relation to this, <b>“Contracted Buses”</b> shall mean all the Buses for the Refurbishment or Provision and operation and



	<p>maintenance of which the Operator has been contracted through the Bus Operator Agreement.</p>
<b>“Bus Kilometer”</b>	<p>Means a Kilometer travelled by a Contracted Bus of the Fleet as part of its operations as per the terms and Conditions of Bidding Documents.</p>
<b>“Bus Service”</b>	<p>Means the service of provision / refurbishment, operating and maintaining the Buses as part of the urban Bus Service inside and between urban areas of Bhubaneswar, Puri, and Cuttack on gross cost contract basis, in accordance with this RFP and Bus Operator Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.</p>
<b>“Bid / RFP Documents”</b>	<p>Means document comprising PIM, RFP, Bus Operator Agreement, its annexure and schedule, Addendum / corrigendum published thereof.</p>
<b>“Bid Process/ Selection Process”</b>	<p>means the single-stage bidding process adopted by BPTS to award the Project to the Selected Bidder on the terms and conditions set out in the RFP, which has commenced with the issuance of the RFP and which will end on the date that the Bus Operator Agreement is executed for the Project.</p>
<b>“Bid Security” or “Earnest Money Deposit (EMD)”</b>	<p>Means Security to be furnished by the Bidder at RFP stage in accordance with provisions of Clause-14.</p>
<b>“Bus Operator Agreement”</b>	<p>Means the Agreement including, without limitation, any and all Annexure/Schedule thereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder for provision / refurbishment, operate and maintain the Buses during the Contract Period against payment of consideration.</p>
<b>“Clause”</b>	<p>means a clause of this Volume II of the RFP.</p>
<b>“Commercial Operations Date”/ “COD”</b>	<p>shall be the Commercial Operation Date for respective packages as defined in the Clause 3 of Volume III of this RFP</p>
<b>“Conflict of Interest”</b>	<p>Shall have a meaning specified in Clause 2.2 of this RFP.</p>
<b>“Companies Act”</b>	<p>means the (Indian) Companies Act, 1956 and/or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.</p>

<b>“Fleet”</b>	Means the total number of Buses that are contracted to Operator for Bus provision / refurbishment, operation and maintenance in accordance with the provisions of Bidding Documents.
<b>“Kilometer Charge”</b>	Refers collectively to the Base Kilometer Charge for Buses.
<b>“Letter of Acceptance” or “LOA”</b>	Means the letter issued by Authority to the Successful Bidder to provide its services as per Bus Operator Agreement in conformity with the terms and conditions set forth in the Bidding Documents.
<b>“Operator”</b>	Means the successful Bidder(s) selected under pursuant to competitive Bidding Process with whom Authority has entered into a Bus Operator Agreement.
<b>“Package(s)”</b>	Means the segregation of Existing and New Buses in to a particular size of fleet.
<b>“Proposal” or “Bid”</b>	Means the Technical and Financial Bid, EMD and any other document submitted by the Bidder(s) in response to RFP issued.
<b>“Proposer” or “Bidder”</b>	Means any firm, including a sole proprietor or a partnership firm or a company, who submits a Bid/eligibility and qualification submission along with RFP document fees under this RFP within the stipulated Due Date and Time of submission.
<b>“Preferred Proposer Bidder”</b>	/ Shall mean the Bidder who qualifies the RFP (meeting eligibility and qualification criteria and whose Proposal is responsive as per Clause 3.00 of RFP and Financial Proposal turned out to be Lowest and responsive as per the provisions of RFP.
<b>“Routes”</b>	Means the routes within the Bus service area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under Bus Operator Agreement shall operate only on such Routes.
<b>“RTO/RTA”</b>	Means the Regional Transport Authority of concerned region / area.
<b>“Scope of Project/Work”</b>	Shall have a meaning specified in volume-III, Bus Operator Agreement.
<b>“Website”</b>	means the web portal of BPTS available at the url: <a href="http://www.bptsl.in/">http://www.bptsl.in/</a> <a href="http://www.bmc.gov.in/">www.bmc.gov.in</a> / <a href="http://www.bdabbsr.in">www.bdabbsr.in</a>

## **Interpretation**

In case of any discrepancy between the main body of the ITB and the formats set out in the Annexures of the ITB, the formats will prevail.

### **1. GENERAL INFORMATION & INSTRUCTIONS**

- 1.1. The "**Instructions to Bidders (ITB)**" and the bidding formats are being issued to Bidders as Volume II of the RFP.
- 1.2. This volume of the RFP sets out the bidding and evaluation process and provides necessary formats for Bidders to prepare their Technical Proposals and Financial Proposals for implementation of the Project – "Request for Proposal for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages."
- 1.3. The prescribed formats for the submission of Proposals are annexed to this Volume II.
- 1.4. The Bidders are advised to submit their Proposals complying with the requirements stipulated in this Volume II. Proposals may be disqualified in case the Proposals received are incomplete or are non-responsive or if the information is not submitted as per the suggested formats.

### **ELIGIBILITY AND QUALIFICATION CRITERIA**

### **2. ELIGIBILITY CRITERIA**

#### **2.1 Eligible Bidder**

- (i) Companies and firms registered under the Companies Act, Partnership Firm registered under The Indian Partnership Act or a registered proprietary firm shall be allowed to participate in the bid process.
- (ii) Foreign firms constituted under respective foreign law are also allowed to participate in Bidding as single Bidder.
- (iii) Consortium is not permitted to participate in the Bidding. Only Single Bidder is permitted. The Bid/ Eligibility and Qualification Submission of the Bidder submitting as Consortium shall be termed as Non Responsive and rejected.

- (iv) Bidders or its Associate(s) from whom the bidder is taking credit for meeting Technical/ Financial Qualification Criteria should not have been barred/blacklisted by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract if the bar subsists as on the Proposal Due Date.
- (v) Bidders or its Associate(s) from whom the bidder is taking credit for meeting Technical/ Financial Qualification Criteria should not have been expelled from any project or contract by any government or government instrumentality; or had not any contract terminated by any government or government instrumentality for breach by such Bidder or its Associates, as the case may be
- (vi) A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

## 2.2 Conflict of interest

- (i) 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.
- (ii) 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.
  - a) **If Bidder is a Company:** In such case, the Bidder (including its Member or Associate or any share holder 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:
    - 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
    - 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 Other Bidder, its Member or Associates which is a Proprietorship Firm.

- b) **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:
- 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
  - 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 Other Bidder, its Member or Associates which is a Proprietorship Firm.
- c) **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;
- 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
  - 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 other Bidder, its Member or Associates which is a Proprietorship Firm.
- (iii) It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.
- (iv) a constituent of such Bidder is also a constituent of another Bidder; or.
- (v) 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
- (vi) such Bidders has the same legal representative for purposes of this Proposal as any other Bidders; or
- (vii) 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 other's information about, or to influence the Proposal of either or each of the other Bidders.

### **2.3 Fraud and Corrupt Practices**

- (i) Bidders and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Bid Process.

Notwithstanding anything to the contrary contained in the RFP, Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

- (ii) Without prejudice to the rights of Authority under Clause 2.3(i) above, in the event that a Bidder is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Bidder is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- (iii) For the purposes of this Clause 2.3, the following terms will have the meaning given to them below:

**(a) corrupt practice** means:

offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Bus Operator Agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Bid Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Bid Process or after the execution of the Bus Operator Agreement, as the case may be, any person in respect of any matter relating to the Project, the Bid Process or the Bus Operator Agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFP, nor will this restriction

apply where such adviser is engaged after the expiry of the term of the Bus Operator Agreement.

- (b) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;
- (c) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
- (d) undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as set out in Clause 2.2); and
- (e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

#### **2.4 Other Eligibility Criteria**

- (i) If any company/partnership/ proprietary firm has or its Associates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such company/partnership/ proprietary firm will not be eligible to submit a Proposal. If Authority subsequently finds that a Bidder is so barred, then Authority may disqualify the Bidder and reject its Proposal.
- (ii) If any company/partnership/ proprietary firm has or its Associates have, in the 3 (three) years immediately preceding the Proposal Due Date:
  - (a) been expelled from any project or contract by any government or government instrumentality; or
  - (b) had any contract terminated by any government or government instrumentality for breach by such Bidder or its Associates, as the case may be,then such company/partnership/ proprietary firm will not be eligible to submit their Proposal.

(iii) If any company/partnership/ proprietary firm is affected by and has been affected by any of the following events, conditions or circumstances in the 3 (three) financial years immediately preceding the Proposal Due Date:

- a) the Bidder being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
- b) the Bidder having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; or
- c) the Bidder being convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
  - (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
  - (B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

then such company/partnership/ proprietary firm will not be eligible to submit their Proposal.

(iv) Authority shall review the details of the litigation disclosed by a Bidder as per Annexure A4 to determine if such litigation, in Authority's opinion, presently affects or which could have a material adverse effect on the eligibility of such Bidder. If the Bidder is party to any litigation (required to be disclosed as per Annexure A4), which, in Authority's opinion, presently affects or which could have a material adverse effect on the financial condition or prospects or business of such Bidder or Member in the fulfilment of its obligations under the Bus Operator Agreement, then the Proposal of such Bidder shall not be considered for further evaluation.

### 3. **QUALIFICATION CRITERIA**

The Proposals of the Bidders meeting above Eligibility Criteria shall be considered for assessment of following Qualification Criteria, whereby they must meet both Financial Capability and Technical Capability Criteria depending on the Packages or Combination of Packages it bids for.



Bidder(s) is / are free to bid for any Package or combination thereof and it will be considered for both individual packages and for the combinations applied for, provided it has the qualifications. Applying for more than one Package does not compromise chances for winning individual Packages or any combinations which are subsets of the combination applied for. Below qualifications requirement represents the threshold required to be considered qualified for the single bid and the full combination if applying for more than one Package.

### 3.1 Technical Criteria

- (i) The Bidder should have Ownership and/or Operation and/or Aggregation Experience of Buses and/or Taxies in India or in foreign country for at least one year in last three years immediately preceding the Bid due date, in a manner so that:

1X (Weightage given to such Experience) X (No. of Buses for which the Ownership and/or Operation and/or Aggregation Experience demonstrated)

+

(1/3) X (Weightage given to such Experience) X (No. of Cars for which the Ownership and/or Operation and/or Aggregation Experience demonstrated) must be equal to or greater than the values given below for different packages:

Sr. No.	Bidding Options	Ownership and/or Operation and/or Aggregation Experience required
1	Package 1	80
2	Package 2	80
3	Package 3	90

- (ii) The weightage given to various types of experience shall be as follows:
- Ownership experience: 1
  - Operation experience: 0.5
  - Aggregation experience: 0.25
- (iii) In case the bidder is showcasing combined experience for Operational/ Ownership / Aggregation, then overlaps shall not be permitted. That means, if the experience of ownership is taken into account for x buses, then the experience of operations for the same will not be counted and so on.
- (iv) Operation/Aggregation Experience must include Planning, managing and monitoring of day to day bus/Taxi/Passenger vehicle operations and/or maintenance.
- (v) Operation experience, must be demonstrated through an explicit contract/Bus Operator Agreement of operations with a public sector entity/Government or semi

Government Department or a private sector organization of repute and which has been in successful operation for a period on at least one year.

- (vi) Aggregation Experience must be demonstrated through Agreements with Operators of Buses/Taxies and MIS of daily vehicle availability / ridership data that demonstrates the operation of number of required buses/taxies over a period of at least one year.
- (vii) Ownership experience of buses and/or taxies by the Bidder shall have to be demonstrated through RTO books/RTO vehicle Ownership certificate or other verifiable proof of ownership for all the required no. of Buses and taxies, clearly showing ownership of the Bidder in case Bidder and its Associate is an Indian firm.
- (viii) In case ownership / operation experience is demonstrated through a ownership/ contract held jointly with another partner/consortium, the percentage of ownership/investment / profit sharing in that partnership/consortium shall govern and the credit would be given in proportion to the ownership/investment/profit sharing proportion only.
- (ix) In case bidder is or its Associate is a Foreign firm then it shall have to demonstrate Ownership experience of buses through equivalent statutory registration (such as RTO book/RTO ownership Certificate in India) of respective foreign countries. If documents/evidences as specified above are other than English language should be accompanied by a notarized translation to English language only.
- (x) Aggregating the Ownership and or Operational Experience of any Associate of Bidder for the purpose of meeting the Technical Capability Criteria shall be permitted.

### 3.2 Financial Criteria

For demonstrating that the Bidder has the financial capacity to undertake the Project (**Financial Capacity**), the Bidder shall be required to meet the financial qualification criteria specified in this Clause.

- (i). **Net Worth:-** The Bidder shall be required to have a Net worth as on 31st March, 2017 as per Auditor's certificate as follows:

Sr. No.	Packages	Minimum Net-worth required as on 31/3/2017 (Rs. Cr.)
1	Package 1	5.0
2	Package 2	5.0
3	Package 3	2.0

- (ii). Aggregating the Financial Capability of any Associate of the Bidder for the purpose of meeting the Financial Capability Criteria shall be permitted.
- (iii). For the purposes of this RFP, net worth (the "Net Worth") shall mean Equity Capital + Reserve and Surplus + Revaluation Reserve – Accumulated Losses – Intangible Assets.

- (iv). In case a Foreign Company / firm 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 used to calculate Net worth to be brought out clearly. In case foreign firm is following calendar Year then it should provide audited Net worth Certificate for latest audited year meeting above requirement.
- (v). As mentioned above, bidding for more than package is permitted and in such cases, following cases shall illustration the mechanism:

Case: Bidder A has applied for all Packages; i.e. Package 1, 2 and 3. It has net worth of INR 6 crores. Package 1 is opened first and A is not the Preferred Bidder. So, it will be eligible for opening of its Financial Proposal for Package 2, subject to the fulfillment of general eligibility criteria and Technical Qualification Criteria as it has not used up its net worth.

If it emerges as the preferred bidder for Package 2, it shall use up its net worth capacity to the extent of Package 2 requirement of INR 5 Crores. So, it will have residual net worth of INR 1 Crore (INR 6 Crores – INR 5 Crores). So, after Package 2, it will not have net worth of INR 2 crore required for Package 3 and hence its financial proposal will not be opened for Package 3.

### **3.3 Associate(s)**

- (i) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses 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.
- (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).
- (iii) 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.

(iv) 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.

(v) 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.

(vi) 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 Associate firm.

### **DETAILS OF BID PROCESS**

#### **4. BID SCHEDULE**

Authority shall endeavor to adhere to the following schedule:

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date</b>
1	Issue of Advertisement and RFP	16/01/2018 and 19/01/2018
2	Last date of receiving queries	01/02/2018
3	Pre- Bid Meeting	1500 hours on 02/02/2018
4	Issue of response to pre-Bid queries / revised RFP / Addendum / Corrigendum by Authority (If required)	06/02/2018
5	Proposal Due Date	1600 hours on 16/02/2018
6	Opening of Technical Proposals	1700 hours on 16/02/2018

#### **5. CLARIFICATIONS AND PRE-BID MEETING**

5.1. Any Bidder seeking a clarification with regard to the RFP may address the request in writing to Authority, at [bptslbbsr@gmail.com](mailto:bptslbbsr@gmail.com) or raise its queries during the Pre-Bid Meeting. All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Bid Schedule.

- 5.2. Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on Authority's Website. It shall be the responsibility of the Bidders to check Authority's Website for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- 5.3. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Bidders. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
- 5.4. A Pre-Bid Meeting shall be held on 02/02/2018 at 1500 hours to clarify any queries that the Bidders may have. Queries in writing should be sent to Authority by 01/02/2018 at the address given in clause no. 10.6. The queries shall also be mailed to [bptslbbsr@gmail.com](mailto:bptslbbsr@gmail.com) . The venue of the Pre-Bid Meeting will be as follows.

Conference hall,  
Bhubaneswar Development Authority  
Akash Shova building,  
Sachivalaya Marg, Bhubaneswar-751001.

In addition to the Pre-Bid Meeting, Authority may choose to conduct further road shows and pre-bid meetings, if it deems necessary.

- 5.5. The minutes of the Pre-Bid Meeting incorporating the clarifications will be circulated to all the participant Bidders and will also be uploaded on Authority's Website and shall form part of the RFP.

## 6. **AMENDMENT OF RFP:**

- 6.1. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, may choose to modify the RFP and the draft Bus Operator Agreement by issuing an addendum before the Proposal Due Date.
- 6.2. Any modification to the RFP or the draft Bus Operator Agreement following the Pre-Bid Meeting will be made by Authority only by issuing an Addendum.
- 6.3. Any Addendum issued before the Proposal Due Date shall form part of the RFP and shall be published on [www.bptsl.in](http://www.bptsl.in) / [www.bmc.gov.in](http://www.bmc.gov.in) / [www.bdabbsr.in](http://www.bdabbsr.in) .

- 6.4. Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Bidder.
- 6.5. To give prospective Bidders reasonable time in which to take any Addendum into account in preparing their Proposals, Authority may, at its sole discretion, extend the Proposal Due Date.
- 6.6. Any oral statements made by Authority or its advisors regarding the Bid Process, the RFP, the draft Operator Agreement or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the RFP or the draft Bus Operator Agreement.
- 6.7. Authority may, but shall not be obliged to, issue the revised RFP (including the revised draft Bus Operator Agreement) reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Bid Schedule. If issued by Authority, the revised RFP shall be definitive and binding and Authority shall not entertain any deviations from the revised RFP at the time of submission of the Proposal or thereafter.
- 6.8. Authority will assume that the information contained in or provisions of the revised RFP, if issued, will have been taken into account by the Bidder in its Proposal. Authority assumes no responsibility for the failure of a Bidder to submit the Proposal in accordance with the terms of the revised RFP or for any consequent losses suffered by the Bidder.

### **FORM OF BID AND DETAILS OF PROPOSAL**

#### **7. FORM OF BID AND DETAILS OF PROPOSAL**

- 7.1. Authority has adopted a single-stage Bid Process for award of the Project. The Bidders are required to submit a single Proposal which will consist of two parts: (a) the Technical Proposal; and (b) the Financial Proposal.

#### **TECHNICAL PROPOSALS**

- 7.2. The Technical Proposal submitted by a Bidder shall comprise the following:

<b>Annexures</b>	<b>Description</b>
Annexure A1	Covering letter
Annexure A2	Description of the Bidding entity
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Information on Litigation
Annexure A5	Bid Security

Annexure A6	Certificate from the statutory auditor regarding Net Worth
Annexure A7	Vehicle Ownership or Operational Experience

It is clarified that all certificates to be issued by the statutory auditor of the Bidder/Member/Associate shall be issued on the letterhead of such statutory auditor.

7.3. The Technical Proposals are un-priced proposals to establish the eligibility and qualifications of Bidders and will contain no references to the Financial Proposals of Bidders or method for developing the Project. Technical Proposals containing such financial or other technical or commercial information will be rejected as non-responsive.

#### 7.4. FINANCIAL PROPOSALS

The Bidder shall submit its Separate Financial Proposals in the format set out at Annexure B (in formats B1/B2/B3). The format must be completed as instructed in the RFP.

Financial Proposal for all three Packages to be placed in separate sealed envelopes only and marked as follows:

**Envelope B1 : Financial Proposal for Package 1 and /or**

**Envelope B2 : Financial Proposal for Package 2 and /or**

**Envelope B3 : Financial Proposal for Package 3**

The Financial Proposal envelopes of each package (B1, B2, B3) shall be placed in the financial proposal Envelope-B and should be duly signed and Stamped by the Authorised Signatory

#### 8. VALIDITY OF THE PROPOSAL:

8.1. Each Proposal shall indicate that it is a firm and irrevocable offer, and shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. Non-adherence to this requirement may be a ground for declaring a Proposal as non-responsive.

8.2. In exceptional circumstances, prior to the expiry of the Proposal validity period, Authority may request the Bidders in writing to extend the Proposal validity period. Bidders who agree to extend the Proposal validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder may refuse to extend the Proposal validity period without forfeiture of its Bid Security. An extension of the Proposal validity period will not entitle a Bidder to modify its Proposal.

9. **PREPARATION OF PROPOSAL / BID**

- 9.1 Each Proposal / BID must be typed or written in indelible ink and should be physically signed by the Authorised Signatory. The name and position held by the person signing the Proposal must be typed or printed below the signature.
- 9.2 All pages of Technical Proposal and Financial Proposal must be physically initialed by an authorized signatory of the Bidder. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- 9.3 The Proposals shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- 9.4 While submitting the Proposals, if the space provided in the prescribed forms in the Annexures is insufficient, the Bidders may format the prescribed forms for making due provision for incorporation of the requested information.
- 9.5 The Bidder shall be responsible for all the data provided in the Technical Proposal and Financial Proposal. The Proposals should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Proposals for selection of the Bidder.
- 9.6 Each Bidder is advised to carry out necessary technical surveys, site visit, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Proposal.

10. **SUBMISSION OF PROPOSAL**

- 10.1 The Bidders are required to submit the Technical Proposal and the Financial Proposal in separate sealed envelopes, clearly marked as follows:

**Envelope A**

**Technical Proposal for**

“Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages” **(One Original + One Copy)**

**DO NOT OPEN BEFORE SPECIFIED TIME ON PROPOSAL DUE DATE**

**Submitted By: [Name of the Bidder]**

AND

**Envelope B**

**Financial Proposal for**



“Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages ”.

**DO NOT OPEN BEFORE COMPLETION OF EVALUATION  
OF TECHNICAL PROPOSALS**

**Submitted By: [Name of the Bidder]**

(Bidders have to submit separate envelopes for each financial proposal for each package)

- 10.2 Financial bids for each package should be placed in separate sealed envelope(s) inside the Envelope B (Financial Proposal) and marked as follows;  
Envelope – B1– Financial Proposal for Package – 01, and / or  
Envelope – B2 – Financial Proposal for Package – 02, and / or  
Envelope – B3 – Financial Proposal for Package – 03

- 10.3 The separate sealed envelopes containing the Technical Proposal and the Financial Proposal shall be placed in a sealed outer envelope, clearly marked as follows:

**Proposal for**

“Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages ”

**Submitted By: [Name of the Bidder]**

Each of the sealed envelopes (i.e., the envelope containing the Technical Proposal, the envelope containing the Financial Proposal and the outer envelope) shall clearly indicate the name, address and contact details of the Bidder.

- 10.4 If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposals and consequent losses, if any, suffered by the Bidder.
- 10.5 Each Bidder shall submit as part of its Proposal:
- a) the original Technical Proposal and 1 (one) copy of the Technical Proposal. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and,
  - b) the original Financial Proposal(s). Separate Financial proposal for each of the Packages applied.

In the event of any discrepancy between the original and the copy, the original will prevail.

10.6 The Proposals shall be submitted to the following address:

To

**The Managing Director**

Bhubaneswar Puri Transport Services

BMC Campus, Kalpana Square,

Vivekananda Marg,

Bhubaneswar-751 014, Odisha.

A Proposal submitted by a Bidder to any address other than the above mentioned address will not be considered for evaluation.

10.7 Each Bidder shall be permitted to submit only 1 (one) bids for the Project. A Bidder who submits or participates in more than one Bid for the Project shall cause all the Bids with the Bidder's participation to be disqualified.

10.8 The Bids shall be received at the above address until 1600 hours on 16/02/2018 [Proposal Due Date]. Bidders shall submit their Proposals by registered post/speed post/courier only so as to reach the designated address by the Proposal Due Date. For submission of Proposals, there will be no drop box facility available and hand delivery is not allowed. Proposals submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Proposal is received after the specified time on the Proposal Due Date, it shall be rejected and shall be returned unopened to the Bidder.

10.9 Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Proposals. Any Proposal, received after the Proposal Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes

10.10 Bidders may be required to periodically update, at any time as may be notified by Authority, the information submitted in their proposals as regards the following:

- a) evidence of access to project funding and its sources; and
- b) complete balance sheet of the Bidders.

10.11 The Bidder shall bear all costs associated with the preparation and submission of its Technical Proposal and Financial Proposal, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Bid Process.

## **11. ACKNOWLEDGEMENT BY THE BIDDER:**

11.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the information provided in the RFP;
- (b) received all relevant information requested from Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, development of the Project in accordance with the RFP and performance of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority, or a ground for termination of the Bus Operator Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of the RFP and the Bus Operator Agreement.

11.2 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 issue arising out of or concerning or relating to the RFP or the Bid Process, including any error or mistake therein or in any information or data given by Authority.

11.3 It will be deemed that by submitting the Proposal, a Bidder agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any 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 under the RFP and/or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

## **12. MODIFICATIONS OR WITHDRAWALS OF PROPOSALS**

12.1 Any Bidder may modify or withdraw its Proposal after submission but prior to the Proposal Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Proposal Due Date. The responsibility of submitting the modified Proposal, if any, by the Proposal Due Date, will rest solely with the Bidder.

12.2 No Bidder shall be allowed to modify its Proposal after the Proposal Due Date.

- 12.3 Any additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.
- 12.4 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the RFP with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 12.5 If Authority receives a withdrawal notice before the specified time on the Proposal Due Date, then Authority shall return the Proposal to such Bidder unopened, and the Bid Security, if any, submitted by the Bidder.
- 12.6 If Authority receives a substitution notice from a Bidder before the specified time on the Proposal Due Date, then the Bidder will be allowed to substitute its original Proposal, which shall be returned unopened.

**13. MISCELLANEOUS INSTRUCTIONS TO BIDDERS:**

13.1 All Bidders should note the following:

- (a) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring a Proposal non-responsive.
- (b) All communication and information should be provided in writing and in English language.
- (c) All financial data shall be in Indian Rupees.
- (d) The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
- (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (f) No change in or supplementary information to a Proposal shall be accepted once submitted. However, Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Proposal. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

- (g) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by Authority will not be considered. No change in the quoted Aggregate Bus Operator Cost, will be sought, offered, or permitted.
- (h) If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/ consultants/ advisors, is adequately satisfied.

#### 14. BID SECURITY:

- 14.1. The bidders are required to submit an Earnest Money Deposit (**Bid Security**) separately for each package as per the amount given below along with its Technical Proposal:

Sr. No	Package	Amount of EMD/Bid Security (In Rs. lakh)
1	Package 1	15.00
2	Package 2	15.00
3	Package 3	8.00

- 14.2. The Bid Security shall be in the form of an account payee demand draft / pay order / banker's cheque from a scheduled commercial/nationalized bank in India in favour of "**Bhubaneswar Puri Transport Services**", and payable at "Bhubaneswar", or an unconditional and irrevocable bank guarantee, in the format set out at **Annexure A5**. The Bid Security shall remain valid for a period of 240 days (Two hundred and Forty days) from the Proposal Due Date .
- 14.3. Any Proposal not accompanied by an acceptable Bid Security, in the manner stated above, shall be summarily rejected by Authority as non-responsive.
- 14.4. Unless forfeited in accordance with Clause 14.7 below, the Bid Security of the unsuccessful Bidders will be returned by Authority no later than 30 (thirty) days from the date of execution of the Bus Operator Agreement with the Selected Bidder.
- 14.5. The Bid Security of the Selected Bidder shall be returned upon the Selected Bidder or the Operator, as the case may be, furnishing the Performance Security (in the form of

an unconditional and irrevocable bank guarantee) prior to signing the Bus Operator Agreement.

- 14.6. The Bidder, by submitting its Proposal pursuant to the RFP, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any default by the Bidder during the Proposal validity period as set out in the Bid Schedule.
- 14.7. The Bid Security shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
- (a) Proposal is withdrawn during the Proposal validity period;
  - (b) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3;
  - (c) if a Bidder is disqualified in accordance with Clause 7.1 (*Number of Proposals*), Clause 2.2 (*Conflict of interest*), Clause 2.4 (*Other Eligibility Criteria*) and Clause 21 (*Rights of BPTS*);
  - (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
    - (i) sign and return, as acknowledgement, the duplicate copy of the LOA;
    - (i) furnish the Performance Security in accordance with Clause 20;
    - (ii) fulfil any other condition precedent to the execution of the Bus Operator Agreement; or
    - (iii) execute the Bus Operator Agreement.

### **OPENING AND EVALUATION OF PROPOSALS**

#### **15. OPENING OF PROPOSALS**

- 15.1. Authority shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- 15.2. Authority shall open the Proposals at the time and on the date specified in Bid Schedule at the following address:

To  
**The Managing Director**

Bhubaneswar Puri Transport Services  
BMC Campus, Kalpana Square,  
Vivekananda Marg,  
Bhubaneswar-751 014, Odisha.

The Proposals shall be opened in the presence of the Bidders whose designated representatives choose to be present.

- 15.3. The names of all Bidders who have submitted Proposals will be read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Proposals.
- 15.4. The outer envelopes of the Proposals and the Technical Proposals will be opened on the date mentioned in the Bid Schedule and at the time and place specified in Clause -04 above. Authority will prepare a record of the opening of each part of the Proposals that will include, at a minimum, the names of the Bidders whose Proposals have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 15.5. Once all the Technical Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified to undertake the Project. The procedure for evaluation of the Technical Proposals is set out at Clause 18.
- 15.6. The eligible Bidders (which meet the Qualification Criteria and the eligibility criteria) for the Project will be informed of a date, time and place for opening of their Financial Proposals.
- 15.7. The Financial Proposals of only the eligible Bidders for the Project will be considered for evaluation on the date intimated by Authority. The Financial Proposals will be opened in the presence of the representatives of the eligible Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out at Clause 18.
- 15.8. Bidders are advised that the qualification of Bidders and evaluation of the Financial Proposals will be entirely at the discretion of Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.

15.9. Any information contained in a Proposal will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Bus Operator Agreement is subsequently awarded to it on the basis of such information.

**16. GENERAL CONDITIONS OF EVALUATION:**

16.1. To assist in the examination and evaluation of Proposals, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Proposals.

16.2. Authority or any of its agencies/consultants/advisors reserve the right to verify any information submitted by the Bidders. Authority's decision regarding any Bidder's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Bidder of the grounds of such decision/rejection.

16.3. Bidders shall provide evidence of their continued eligibility, in accordance with their Proposals in a manner that is satisfactory to Authority and as Authority may reasonably request till signing of the Bus Operator Agreement. Specifically, Bidders may be required to update, at Authority's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. A Bidder may be disqualified, if it is determined by Authority at any stage of the Bid Process that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the qualification criteria.

16.4. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of the Project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Selected Bidder has been announced. Any effort by a Bidder to influence Authority or any of its agencies/consultants/advisors processing of the Proposals for award shall result in the rejection of the Proposal of such Bidder.

**17. EVALUATION STAGES**

17.1. The evaluation of the Proposals will be carried out in two sub-stages:



(b) The first sub-stage will involve qualification of Bidders based on the evaluation of their Technical Proposals to determine compliance with the Qualification Criteria and the eligibility criteria in accordance with Clause 2 and Clause 3. Only those Bidders who are found to meet the eligibility criteria and the Qualification Criteria will be qualified for the next sub-stage.

(c) In the second and final sub-stage, the Financial Proposals of the eligible Bidders (as determined in accordance with (a) above) will be evaluated for identifying the Selected Bidder for the Project.

17.2. The maximum number of packages that may be awarded to any qualifying and winning bidder shall be 2(two) packages, irrespective of qualifications and number of packages he has applied for, subject to it fulfilling the combined financial and technical eligibility criteria of both packages

17.3. The Financial Proposals of the Qualified Bidders for the all three packages shall be opened in following sequence.

Round 1: Package 1 shall be opened first.

Round 2: Package 2 shall be opened second.

Round 3: Package 3 shall be opened last.

17.4. The Bidders meeting the Qualification criteria specified in Clause 3.0 and quoting the Lowest Aggregate Bus Operation Cost (for 1<sup>st</sup> year) as per the Financial Proposal format shall be considered Preferred Bidder for respective Packages. List of Qualified Bidders shall be revised after each round of Financial Proposal opening as per the Qualification criteria specified in Clause 3. This process shall continue till Preferred Bidders for all packages are selected.

**17.5. For the avoidance of any doubt, the example of above process is provided hereunder.**

**For Example,** Bidder A participates in all three packages.

(a) Before round 1, list of Qualified Bidders for Package 1 shall be prepared. For instance Bidder A is determined to be qualified for package 1. During round 1, upon opening of Financial Proposal for Package 1, if it turns out that Bidder A has quoted the Lowest Aggregate Bus Operation charges, then it shall be considered "Preferred Bidder" for Package 1.

(b) Before Round 2, list of Qualified Bidders for Package 2 shall be revised based on outcome of Round 1. If Bidder A is meeting the Qualification Criteria for Package 1 and Package 2 both, then it shall be considered qualified for opening/considering of its

Financial Proposal for Package 2, along with that of others who are qualifying. Upon opening of the Financial Proposal, if Bidder A happens to again quote the Lowest Aggregate Bus Operation charges, then it shall be considered Preferred Bidder for Package 2 as well.

- (c) In case, before round 2, if Bidder A does not meet combination of Qualification Criteria for Package 1 and Package 2, then its Financial Proposal shall not be opened/considered even though it is meeting Qualification Criteria for Package 2 on standalone basis. This is owing to fact that Bidder A has exhausted its Qualification during round 1 for Package 1.
- (d) Again, before Round 3, the list of Qualified Bidders for Package 3 shall be arrived at by revising the earlier list of qualified bidders prepared before round 2 to capture the effect of outcome of Package 2.
- (e) Any award shall be subject to the ceiling of 2 packages per bidder. The Financial Proposal of any bidder who is already the lowest bidder in Round 1 and Round 2, shall not be opened for Round 3 even is he possesses the required qualifications.

17.6. In case of the Proposal of the preferred Bidder (i.e. Lowest Bidder) is found seriously unbalanced by Authority in relation to the Market Rate or it's Internal Estimate or 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 Financial Proposal, from the Preferred Bidder and/or all Bidder to demonstrate the internal consistency of those prices.

"Market Rate" shall mean prevailing Per Km rate for the Urban/ BRTS 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 use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations anywhere in India.

17.7. In case of the Financial Proposal of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

In the RFP, the term **Preferred Bidder** shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the Lowest Aggregate Bus Operation Cost in line with the provision of this RFP.

## 18. **EVALUATION OF PROPOSALS**

### **Determination of Responsiveness and Evaluation of Technical Proposals**

18.1. The Technical Proposals will first be evaluated to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:

- (a) the Technical Proposal and all documents specified in Clause 7.2 are received in the prescribed format;
- (b) the Proposal is received by the Proposal Due Date, including any extension thereof;
- (c) it is signed, sealed and marked in accordance with the provisions of the RFP, including specifically, as per Clause 10;
- (d) it contains all the information and documents (complete in all respects) as requested in the RFP; and
- (e) it does not contain any condition or qualification.

18.2. Authority shall evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the eligibility criteria and the Qualification Criteria.

18.3. If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the Qualification Criteria and the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.

18.4. Authority or any of its agencies/consultants/advisors may ask for additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Proposal. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in

response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by Authority will not be considered.

- 18.5. In order to determine whether the Bidder satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which Authority receives from the Bidder upon request by Authority.
- 18.6. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Proposal.
- 18.7. Upon completion of evaluation of the Technical Proposals, Authority will notify all Bidders as to whether they are qualified and eligible for evaluation of their Financial Proposals. The Financial Proposals of those Bidders who do not qualify will not be opened.
- 18.8. The eligible Bidders (which meet the Qualification Criteria and the eligibility criteria) for the Project will be informed of a date, time and place for opening of their Financial Proposals.

### **Evaluation of Financial Proposals**

- 18.9. The bidding parameter for selection of the Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the Lowest Aggregate Bus Operation Cost to be quoted by the Bidder in INR, that the Selected Bidder requires from Authority to undertake the Project.
- 18.10. At the Financial Proposal Opening meeting, in the presence of representatives of the qualified Bidders that choose to be present, Authority shall open each Financial Proposal and announce Aggregate Bus Operation Cost quoted by each Bidder:
- 18.11. Following the opening of the Financial Proposal,
  - (a) Authority shall determine the responsiveness of each Financial Proposal. If any Financial Proposal is found
    - (i) not to be complete in all respects; or
    - (ii) not duly signed by the authorized signatory of the Bidder; or
    - (iii) not to be in the prescribed format; or

- (iv) to contain alterations, conditions, deviations or omissions in the quoted Aggregate Bus Operation Cost ; or
- (v) not signed by the Bidder or its authorized signatory in case of any Alterations, omissions or additions in any part of Financial Proposal other than the quoted Aggregate Bus Operating Cost.

then such Financial Proposal shall be deemed to be substantially non responsive.

- (b) Authority shall announce the names of those qualified Bidder whose Financial Proposal is found to be substantially non-responsive and, therefore, such qualified Bidder's Financial Proposal shall not be considered for award of the Project.
- (c) In the course of evaluation, if Authority finds a discrepancy between words and figures quoted, then the amount written in words shall prevail.
- (d) The Bidders meeting the Qualification criteria specified in RFP and quoting the Lowest Aggregate Bus Operation Cost as per the Financial Proposal format shall be considered Preferred Bidder for respective Packages. List of Qualified Bidders shall be revised after each round of Financial Proposal opening as per the Qualification criteria specified in Clause 3. This process shall continue till Preferred Bidders for all packages are selected.
- (e) If 2 (two) or more qualified Bidders quoted same amount (Aggregate Bus Operation Cost) in Financial Proposal, then Authority, in its sole discretion, may take any measures as it deems fit, including inviting fresh Financial Proposals or selecting the Bidder with the higher Net Worth.

If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 21.3 shall follow.

### **AWARD OF PROJECT AND OTHER MISCELLANEOUS DETAILS**

#### **19. AWARD OF PROJECT**

19.1. After completing the evaluation of the Financial Proposals and identifying the Selected Bidder, Authority shall issue the Letter of Award (LOA) to Selected Bidder for each Package, indicating its intention for signing the Bus Operator Agreement.

19.2. The Selected Bidder shall execute the Bus Operator Agreement in the revised draft form issues by Authority, with minimal changes or amendments being made to reflect

facts or to correct minor errors. Authority shall, within 7 (seven) days of the acceptance of the LOA by the Selected Bidder, provide the Selected Bidder with the final execution draft of the Bus Operator Agreement.

- 19.3. Unless specified otherwise, within 15 (fifteen) days upon issuance of such LOA to the Selected Bidder, the Selected Bidder shall be required to:
- (a) submit the Performance Security in accordance with Clause 20; and
  - (b) sign and stamp the LOA and send it to Authority as acknowledgement of the LOA;

In the acknowledged copy of the LOA, the Selected Bidder shall indicate the date on which it proposes to execute the Bus Operator Agreement, which shall not be later than 15 (fifteen) days of the date of acknowledgement of the LOA. Authority and the Selected Bidder, as the case may be, shall execute the Bus Operator Agreement on the date specified by the Selected Bidder in the acknowledged copy of the LOA.

- 19.4. Authority shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Bus Operator Agreement provided by Authority under Clause 19.2.

- 19.5. If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Bus Operator Agreement, Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 21.3 shall follow.

- 19.6. If the Selected Bidder fails to satisfy the conditions specified in Clause 19.3 above or fails to execute the Bus Operator Agreement on or before the date stipulated in the LOA, Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 21.3 shall follow.

## **20. RFP DOCUMENT FEE AND PERFORMANCE SECURITY**

### **20.1. Cost of RFP Document:**

- (a) The bidders are required to submit INR 10,000/- (non-refundable) plus GST @18% to be payable in the form of Account payee Demand Draft / Pay Order /

Banker's Cheque in favour of "**Bhubaneswar Puri Transport Services**" payable at "**Bhubaneswar**" along with the Proposal as non-refundable cost of RFP document.

- (b) It is further clarified that a bidder needs to submit the Cost of RFP document one time irrespective of no. of packages applied for.
- (c) The cost of RFP Document shall be submitted as Part of Technical Bid in a separate sealed cover. Any Proposal not accompanied with RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Proposals of such Bidder shall not be evaluated further.

## 20.2. Performance Security

- (a) Before signing of the Bus Operator Agreement, the Successful Bidder shall furnish Performance Security for the awarded Package(s) in the form of Bank Guarantee, as per format provided in the RFP form any scheduled bank in favour of "Bhubaneswar Puri Transport Services" valid for the Contract period and 60 days thereafter for an amount equivalent to as follows.

Sr. No	Package	Amount of Performance Security (Rs. In figure)	Amount of Performance Security (Rs. In words)
1	Package 1	80,00,000/-	Rs. Eighty Lakh Only
2	Package 2	80,00,000/-	Rs. Eighty lakh only
3	Package 3	40,00,000/-	Rs. Forty Lakh Only

- (b) 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.
- (c) If the Bidder, fails to furnish the Performance Security in the stipulated time limit, it shall be lawful for Authority to forfeit the EMD and cancel the Agreement or any part thereof.
- (d) Authority shall be entitled to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Operator in the fulfilment or performance and obligation in all respects of the Operator as per the provision set forth in the Bus Operator Agreement.

- (e) if the contract is terminated for reasons other than which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and released to the Operator.
- (f) The Performance Security shall remain in full force and effect during the Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract. If required, the Performance Security may be extended on mutual agreed period. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.

## 21. RIGHTS OF AUTHORITY / BPTS

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

- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the LOA to the Selected Bidder;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of Authority;
- (e) reject a Proposal, if:
  - (i) at any time, a material misrepresentation is made or uncovered; or
  - (ii) the Bidder in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Proposal.
- (f) accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time prior to the issuance of the LOA to the Selected Bidder, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Bidders and without any obligation to inform the affected Bidders.

In the event that Authority annuls the Bid Process and rejects all Proposals, it may, in its sole discretion, invite fresh Proposals from all Bidders.



21.2. If Authority exercises its right under the RFP to reject a Proposal and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then Authority reserves the right to:

- (a) select the second Preferred Bidder as the Selected Bidder for the Project; or
- (b) take any such measure as may be deemed fit in the sole discretion of Authority, including inviting fresh Financial Proposals from the qualified Bidders or annulling the entire Bid Process.

21.3. If it is found during the Bid Process, at any time before signing the Bus Operator Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by a Bidder, or a Bidder has made material misrepresentations or has given any materially incorrect or false information to Authority, then:

- (a) the Bidder will be disqualified if not declared as the Selected Bidder by the issuance of the LOA; and
- (b) the LOA shall be cancelled if the Bidder has been declared as the Selected Bidder and if the Bus Operator Agreement has been executed with the Selected Bidder, then the Bus Operator Agreement shall be liable to be terminated forthwith.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Bidder. Additionally, Authority will have the right to forfeit and appropriate the Bid Security or, as the case may be, the Performance Security if the Operator Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by Authority for, amongst others, Authority's time, cost and efforts in conducting the Bid Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the RFP or Applicable Law.

## **22. MISCELLANEOUS**

22.1. The Bid Process, the RFP and the Proposals shall be governed by, and construed in accordance with, the laws of India.

22.2. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.

22.3. All documents and other information provided by Authority or submitted by a Bidder to Authority will remain or become the property of Authority, as the case may be. Bidders are required to treat all information provided by Authority in the RFP as strictly confidential and will not use them for any purpose other than for preparation and submission of their Proposals.

22.4. Authority will treat all information, submitted as part of a Proposal in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Proposals or the Bid Process unless:

- (a) such publication is contemplated under these RFP; or
- (b) such publication or disclosure is made to any person who is officially involved or concerned with the Bid Process or is a retained professional advisor advising Authority or the Bidders on matters arising out of or concerning the Bid Process; or
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

22.5. Authority shall not be required to return any Proposal or part thereof or any information provided along with the Proposal to the bidders, other than in accordance with provisions of the RFP.

**FORMATS FOR TECHNICAL PROPOSAL**  
**(Enclosed in Envelope A)**

**CONTENTS**

Section 1	General parameters and evaluation
Annexure A1	Covering letter
Annexure A2	Description of the Bidding entity
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Information on Litigation
Annexure A5	Bid Security
Annexure A6	Certificate from the statutory auditor regarding Net Worth
Annexure A7	Vehicle Ownership or Operational Experience

**Annexure - A1**

(On the letter head of *Bidder*)

**FORMAT OF COVERING LETTER**

Date:

Place:

To,

**Managing Director  
Bhubaneswar Puri Transport Services.  
BMC Campus, Kalpana Square,  
Vivekananda Marg,  
Bhubaneswar-751 014, Odisha.**

Sub: Proposal for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages.

Sir,

1. The Proposal is being submitted by M/s. \_\_\_\_\_ (***name of the Bidding*** company/partnership/ proprietary firm), who is the bidding company/partnership/ proprietary firm, in accordance with the terms and conditions stipulated in the RFP.
2. Having examined the 'Instructions to Bidder', Scope of Services, terms and conditions, Annexure and Content of the RFP, we undersigned, hereby submit our unconditional Proposal with regard to the captioned RFP. We are submitting our proposal for following Bidding Option

Sr. No.	Bidding Options	No. of Buses	[√]*
1	Package 1	100 - Standard buses (50 A/c & 50 Non A/c)	
2	Package 2	100 - Midi Buses	
3	Package 3	110 - Existing Buses	

\*: Place right tick mark in front of relevant bidding option

3. We understand that our Financial Proposal would be opened only if we are able to demonstrate that we meet qualifications for the package or packages we have applied for. We understand that in case of being considered the Preferred Bidder for any Package, our qualifications would stand revised and our Financial Proposal for next

round to which we have applied will be opened only if we are meeting the qualification requirements of this next round as per our *revised qualifications*.

4. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid/Eligibility and Qualification Submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
5. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
6. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the Bidders.
8. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
9. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
10. We acknowledge the right of BPTS not to award the Project without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
11. We certify that in the last 3 (three) years, we or our Associates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.

12. We certify that we or our Associates have not been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
13. We understand that BPTS may cancel the Bid Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders, in accordance with the RFP.
14. In the event of us being declared as the Selected Bidder for the Project, will enter into a Bus Operator Agreement in the draft form set out at Volume III of the RFP, as may be revised in accordance with Clause 6.7. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We have studied all the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Bus Operator Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BPTS or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
16. A Power of Attorney from the Bidder authorizing the undersigned as the authorised representative, signatory and contact person who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
17. We have enclosed a Demand Draft/ Pay Order of INR 10,000 (non-refundable) plus GST @18% in favour of "Bhubaneswar Puri Transport Services" payable at Bhubaneswar (DD No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, Bank) as cost of the RFP document.
18. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case, we shall have any claim or right against BPTS if the Project is not awarded to us or our Proposal is not opened.
19. We agree and undertake to abide by all the terms and conditions of the RFP document. Our Proposal shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date.

For and on behalf of :

Signature :

**(Authorised Representative and Signatory)**

Name of the person :

Designation :

Enclosures: EMD, Power of Attorneys, RFP Document cost & other information as per RFP requirements

Annexure - A2

**DESCRIPTION OF THE BIDDING ENTITY**

SN	Subject	Details
01	Name and address of the Bidding Entity	
02	Address of the Bidding entity, contact person, Phone/Fax Nos., E-Mail Address	
03	Main lines of business of the Bidding entity	
04	Details of the Authorised Signatory/Point of Contact Name – Designation – Email Address – Address for Communication – Mobile No. -	

Signature :  
**(Authorised Representative and Signatory)**

Name of the person :

Designation :



**Annexure – A3**

**FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY**

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, [name of the company/partnership/ proprietary firm ], a company/partnership/ proprietary firm incorporated under the [Insert relevant act], having its Registered Office at ..... (hereinafter referred to as “company/partnership/ proprietary firm ”):

WHEREAS in response to the Request for Proposal (RFP) for “Request for Proposal for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages” (“Project”), the company/partnership/ proprietary firm is submitting its Proposal for the Project issued by the BPTS and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint [name & designation of the person] son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Technical Proposal and Financial Proposal for the Project and other relevant documents in connection with the RFP.
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;

- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Bus Operator Agreement for and on behalf of the company/partnership/ proprietary firm ; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we 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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ___day of _____,20___ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>-----          [name &amp; designation of the person]          -----          [name &amp; designation of the person]</p>
--	---

**Instructions:**

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*

- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**Annexure – A4**

**FORMAT OF INFORMATION ON LITIGATION**

(To be provided by the Bidder)

<b>Sl. No.</b>	<b>Name</b>	<b>Forum and Counterparty</b>	<b>Brief Description of the matter</b>	<b>Estimated financial liability</b>	<b>Current Status of Litigation</b>	<b>Orders passed against the Bidder</b>

Signature :  
**(Authorised Representative and Signatory)**

Name of the person :  
Designation :

**Annexure – A5**

**FORMAT OF BID SECURITY**

(To be executed on appropriate value of Non-Judicial Stamp Paper)

**B.G. No. [\_\_\_\_]**

**Dated:**

1. In consideration of you, Bhubaneswar Puri Transport Services. (referred to as **BPTS**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Proposal of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “Request for Proposal for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages” (collectively the **Project**), pursuant to the Request for Proposal dated [\_\_\_\_] (referred to as the **RFP**) issued in respect of the Project and other related documents including without limitation the draft Bus Operator Agreement, we (Name of the Bank) having our registered office at [\_\_\_\_] and one of its branches at [\_\_\_\_] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BPTS an amount of Rs. [\_\_\_\_] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the RFP.
2. Any such written demand made by BPTS stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the RFP will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BPTS is disputed by the Bidder or not, merely on the first demand from BPTS stating that the amount claimed is due to BPTS by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP, including but not limited to the following events:

- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3 of the RFP;
- (b) if a Bidder is disqualified in accordance with Clause 7.1 (*Number of Proposals*), Clause 2.2 (*Conflict of Interest*), Clause 2.4 (*Other Eligibility Criteria*), and Clause 21 (*Rights of BPTS*);
- (c) if, after the Proposal Due Date, a Bidder withdraws its Proposal during the Proposal validity period, as extended from time to time; or
- (d) if a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
  - (i) fails to sign and return, as acknowledgement, the duplicate copy of the LOA;
  - (ii) fails or refuses to sign the Bus Operator Agreement;
  - (iii) fails to furnish the Performance Security in accordance with Clause 20; or
  - (iv) fails to fulfil any other condition precedent to the execution of the Bus Operator Agreement.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Proposal Due Date or for such extended period as may be mutually agreed between BPTS and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security of such Selected Bidder shall be extended until the date on which the Selected Bidder submits the Performance Security. The Bid Security of the Selected Bidder will be returned upon the Selected Bidder furnishing the Performance Security.

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 (thirty) days from the date of execution of the Bus Operator Agreement with the Selected Bidder.

5. We, the Bank, further agree that BPTS will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, those events listed at paragraph 3 above. The decision of BPTS that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BPTS and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, BPTS will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the RFP or the Proposal submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BPTS):
  - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
  - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - (c) any variation of the RFP, so that references to the RFP in this Guarantee shall include each such variation;
  - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BPTS under the RFP or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the RFP).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

11. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for BPTS to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BPTS may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BPTS in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [\_\_\_\_\_]. The Bank will be liable to pay the amount or any part of the Guarantee only if BPTS serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before ..... (indicate date falling 240 days after the Proposal Due Date).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**

In the presence of:

Name of the witness

Signature of the witness

Address of the witness



**Annexure – A6**

*(on the letter head of Statutory Auditor)*

**CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING NET WORTH  
FOR RFP NO. .... DATED (DD/MM/YYYY)**

Based on the books of accounts of *(insert name of the Bidder)* (**Bidder**) and other published information authenticated by it, this is to certify that:

as on *(insert date)*, the Bidder's Net Worth is Rs..... (Rupees .....).

The Net Worth of has been calculated in accordance with the [*Statutory Auditor to insert the computation of net worth in line with the definitions and also the details of accounting standards on the basis of which the net worth is determined*], and the copies of the relevant annual reports are set out in an appendix to this certificate.

Name of the auditor:

Seal of the auditor:

Signature:

Name:

Membership Number:

Designation:

Date:

**Annexure – A7**

**VEHICLE OWNERSHIP OR OPERATIONAL EXPERIENCE**

{On Bidder's letterhead}

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

**1. FOR OWNERSHIP EXPERIENCE FOR REQUIRED NO OF BUSES/TAXIES FOR LAST THREE YEARS**

Period of Ownership (Year to Year)	No. of Passenger Buses/taxies owned by the Bidder	No. of Passenger Buses/Taxies owned by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP

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.

**2. FOR OPERATION EXPERIENCE FOR REQUIRED NO OF BUSES/TAXIES FOR LAST THREE YEARS**

No. of Bus/Taxies operated through contract by the Bidder	No. of Bus/Taxies operated through contract by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP
<i>Details to be submitted in the table.</i> 1. No. of buses/Taxies contracted 2. Contract period 3. Contract Date and number. 4. Name of the client	<i>Details to be submitted in the table.</i> 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, the partnership agreement copy specifying the share of each partner must be submitted.*

**3. FOR AGGREGATION EXPERIENCE FOR REQUIRED NO OF BUSES/TAXIES FOR LAST THREE YEARS**

No. of Bus/Taxies operated through aggregation by the Bidder	No. of Bus/Taxies aggregated through by the Associate	Total	Relationship with the Associate as per the definition provided in The RFP
<i>Details to be submitted in the table.</i>	<i>Details to be submitted in the table.</i>		
1. <i>No. of buses/Taxies aggregated</i>	1. <i>No. of buses/Taxies aggregated</i>		
2. <i>Contract periods</i>	2. <i>Contract periods</i>		
3. <i>Location, vehicle rides details</i>	3. <i>Location, vehicle rides details</i>		
4. <i>App details</i>	4. <i>App details</i>		

1. *Copies of contract documents /Letter of Association with vehicle owners / operators for aggregation*
2. *Vehicle Ride/ridership data in verifiable MIS formats*
3. *Document showing relationship with the Associate as per the definition of given in the Technical Qualification criteria*
4. *In case operations are in partnership firm, the partnership agreement copy specifying the share of each partner must be submitted.*

**(Signature and name of Authorized Representative)**

Designation: -

Date:-

**Annexure - B**

**FORMAT FOR FINANCIAL PROPOSAL  
(Enclosed in Envelope B)**

**CONTENTS**

<b>Section 2</b>	<b>Financial Bid(s)</b>
Envelope B1	Financial proposal / bids for Package – 1
Envelope B2	Financial proposal / bids for Package – 2
Envelope B3	Financial proposal / bids for Package - 3

## FINANCIAL PROPOSAL

(on the letter head of Bidder)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

### Package 1

{On Bidder's letterhead}

(To be Submitted in the Separate Sealed Envelope- B1)

To,

**Managing Director**

**Bhubaneswar Puri Transport Services.**

**BMC Campus, Kalpana Square,**

**Vivekananda Marg,**

**Bhubaneswar-751 014, Odisha.**

**Subject:** Submission of Financial Proposal for **Package 1** – for Hiring of Services for Provision, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis.

Dear Sir,

[Being duly authorized to represent and act on behalf of \_\_\_\_\_ (**name of the Bidder**)], having reviewed and fully understood all the requirements of the Request for Proposal dated [ ] (**RFP**) issued by BPTS for **Package-1** :- Services for Provision, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis, we hereby provide our Financial Proposal.

- 1) We understand that the services shall be provided as per the terms and conditions specified in the Bus Operator Agreement and Applicable Laws.
- 2) The Financial proposal for the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft Bus Operator Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
- 3) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to submission of an unconditional proposal.
- 4) We acknowledge that, Authority takes no responsibility for ensuring such an exemption and the operator will have to deal with the GST issue by itself.
- 5) We acknowledge that, the Authority shall not be liable to make any payment to our vendors providing supporting services for Urban Bus Operations.

- 6) Authority retains the right to explore tax friendly options and arrangements with us as permitted under law.
- 7) We have quoted the Aggregate Bus Operating Cost for 1<sup>st</sup> year after through reading of this RFP document, Draft Bus Operator Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- 8) **Our Financial Proposal(s) for the package-1**, as part of the Bidding Option that we have selected, is/are as follows:

**Financial Proposal for Package 1 (100 nos New Standard Buses- 50 Nos. A/c, 50 Nos. Non A/c)**

**A. Aggregate Bus Operating Cost**

Sr. No	Item	Rate (Rs per KM) (A/c Buses)	Rate (Rs per KM) (Non A/c Buses)
1	Capital Cost (Bus Provision /Depot equipments and other upfront investments)		
2	Labour		
A	Driver Salary		
B	Other Admin staff		
C	Maintenance Staff		
3	Fuel and Lubricants		
4	Tyre Tubes		
5	Battery		
6	Repair and Maintenance except AC		
7	Repair and Maintenance of AC		
8	Insurance		
9	Cleaning		
10	Financing/Interest Cost		
11	Other Cost (Water, Electricity and other overhead cost etc pl specify)		
12	Profit		
13	<b>Any other (please indicate )</b>		

14	<b>Base Rate (Total of 1 to 13)</b>		
15	GST, if any (It will not be considered for price comparison between different bids)		
16	<b>No. of Bus (Quantity)</b>	50	50
17	Assured Km pa per bus	63000	63000
18	Total Value of Payment for First year of Operation (before GST, if any) (14 x 16 x 17)		
19	Total Value of Payment in Year 1 (Sum of both values in Row 18) (In figures) ( <b>Aggregate Bus Operating Cost</b> )		
<b>Note:</b>			

- (i) *For the purposes of evaluation, only the Aggregate Bus Operating Cost in Year 1 as per Row 19 above based on **Base Rate** shall be considered. GST, if applicable will be payable at applicable rate over the above price per km but will not be part of financial evaluation for comparison of Proposal purposes.*

#### **B. Cost of Bus Provision**

Bidder must submit estimated cost of Bus in the following manner for information purposes. This will not be used in Price comparison of different bids.

<b>Bus Provision Cost</b>	
<b>Rs. Per Standard Bus (Inclusive of all taxes) (A/C buses) (In Figures)</b>	<b>Rs. Per Bus (Inclusive of all taxes) (A/C buses) (In Words)</b>
<b>Rs. Per Standard Bus (Inclusive of all taxes) (Non A/C buses) (In Figures)</b>	<b>Rs. Per Bus (Inclusive of all taxes) (Non A/C buses) (In Words)</b>

**(Signature and name of Authorized Representative)**

Designation: -

Date: -

**Package 2**

{On Bidder's letterhead}

(To be Submitted in the Separate Sealed Envelope- B2)

Dated:

To,

**Managing Director**

**Bhubaneswar Puri Transport Services.**

**BMC Campus, Kalpana Square,**

**Vivekananda Marg,**

**Bhubaneswar-751 014, Odisha.**

**Subject:** Submission of Financial Proposal for **Package 2** – for Hiring of Services for Provision, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis.

Dear Sir,

[Being duly authorized to represent and act on behalf of \_\_\_\_\_ (***name of the Bidder***)], having reviewed and fully understood all the requirements of the Request for Proposal dated [ ] (**RFP**) issued by BPTS for **Package-2** :- Services for Provision, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis, we hereby provide our Financial Proposal.

- 1) We understand that the services shall be provided as per the terms and conditions specified in the Bus Operator Agreement and Applicable Laws.
- 2) The Financial proposal for the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft Bus Operator Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
- 3) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to submission of an unconditional proposal.
- 4) We acknowledge that, Authority takes no responsibility for ensuring such an exemption and the operator will have to deal with the GST issue by itself.
- 5) We acknowledge that, the Authority shall not be liable to make any payment to our vendors providing supporting services for Urban Bus Operations.
- 6) Authority retains the right to explore tax friendly options and arrangements with us as permitted under law.



- 7) We have quoted the Aggregate Bus Operating Cost for 1<sup>st</sup> year after through reading of this RFP document, Draft Bus Operator Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- 8) **Our Financial Proposal(s) for the package-2**, as part of the Bidding Option that we have selected, is/are as follows:

**Financial Proposal for Package 2 (100 nos Midi Buses)**

**A. Aggregate Bus Operating Cost**

Sr. No	Item	Rate (Rs per KM)	
1	Capital Cost (Bus Provision /Depot equipments and other upfront investments)		
2	Labour		
A	Driver Salary		
B	Other Admin staff		
C	Maintenance Staff		
3	Fuel and Lubricants		
4	Tyre Tubes		
5	Battery		
6	Repair and Maintenance except AC		
7	Repair and Maintenance of AC		
8	Insurance		
9	Cleaning		
10	Financing/Interest Cost		
11	Other Cost (Water, Electricity and other overhead cost etc pl specify)		
12	Profit		
13	<b>Any other (please indicate )</b>		
14	<b>Base Rate (Total of 1 to 13)</b>		
15	GST, if any (It will not be considered for price comparison between different bids)		
16	<b>No. of Bus (Quantity)</b>	100	
17	Assured Km pa per bus	63000	

18	Total Value of Payment for First year of Operation (before GST, if any) (14 x 16 x 17)	
19	Total Value of Payment in Year 1 (In figures) <b>(Aggregate Bus Operating Cost)</b>	

**Note:**

- (i) For the purposes of evaluation, only the Aggregate Bus Operating Cost in Year 1 as per Row 19 above based on **Base Rate** shall be considered. GST, if applicable will be payable at applicable rate over the above price per km but will not be part of financial evaluation for comparison of Proposal purposes.

---

**B. Cost of Bus Provision**

Bidder must submit estimated cost of Bus in the following manner for information purposes. This will not be used in Price comparison of different bids.

Bus Provision Cost	
Rs. Per Midi Bus (Inclusive of all taxes) (In Figures)	Rs. Per Midi Bus (Inclusive of all taxes) (In Words)

**(Signature and name of Authorized Representative)**

Designation: -

Date:-

**Package 3**

{On Bidder's letterhead}

(To be Submitted in the Separate Sealed Envelope- B3)

Dated:

To,

**Managing Director**

**Bhubaneswar Puri Transport Services.**

**BMC Campus, Kalpana Square,**

**Vivekananda Marg,**

**Bhubaneswar-751 014, Odisha.**

**Subject:** Submission of Financial Proposal for **Package 3** – for Hiring of Services for Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis.

Dear Sir,

[Being duly authorized to represent and act on behalf of \_\_\_\_\_ (***name of the Bidder***)], having reviewed and fully understood all the requirements of the Request for Proposal dated [ ] (**RFP**) issued by BPTS for **Package-3** :- Services for Provision, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis, we hereby provide our Financial Proposal.

- 1) We understand that the services shall be provided as per the terms and conditions specified in the Bus Operator Agreement and Applicable Laws.
- 2) The Financial proposal for the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft Bus Operator Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
- 3) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to submission of an unconditional proposal.
- 4) We acknowledge that, Authority takes no responsibility for ensuring such an exemption and the operator will have to deal with the GST issue by itself.
- 5) We acknowledge that, the Authority shall not be liable to make any payment to our vendors providing supporting services for Urban Bus Operations.
- 6) Authority retains the right to explore tax friendly options and arrangements with us as permitted under law.

- 7) We have quoted the Aggregate Bus Operating Cost for 1<sup>st</sup> year after through reading of this RFP document, Draft Bus Operator Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- 8) **Our Financial Proposal(s) for the Package-3**, as part of the Bidding Option that we have selected, is/are as follows:

**Financial Proposal for Package 3 (110 (nos) Existing Buses)**

**A. Aggregate Bus Operating Cost**

Sr. No	Item	Rate (Rs per KM) (Low Floor AC Bus)	Rate (Rs per KM) (Standard Bus)	Rate (Rs per KM) (Midi Bus)
1	Capital Cost (Bus refurbishment/Depot equipments and other upfront investments)			
2	Labour			
A	Driver Salary			
B	Other Admin staff			
C	Maintenance Staff			
3	Fuel and Lubricants			
4	Tyre Tubes			
5	Battery			
6	Repair and Maintenance except AC			
7	Repair and Maintenance of AC			
8	Insurance			
9	Cleaning			
10	Financing/Interest Cost			
11	Other Cost (Water, Electricity and other overhead cost etc pl specify)			
12	Profit			

13	<b>Any other (please indicate )</b>			
14	<b>Base Rate (Total of 1 to 13)</b>			
15	GST, if any (It will not be considered for price comparison between different bids)			
16	<b>No. of Bus (Quantity)</b>	44	12	54
17	Assured Km pa per bus	54000	54000	54000
18	Total Value of Payment for First year of Operation (before GST, if any) (14 x 16 x 17)			
19	Total Value of Payment in Year 1 (Sum of all values in Row 18) (In figures) ( <b>Aggregate Bus Operating Cost</b> )			

**Note:**

- (i) For the purposes of evaluation, only the Aggregate Bus Operating Cost in Year 1 as per Row 19 above based on **Base Rate** shall be considered. GST, if applicable will be payable at applicable rate over the above price per km but will not be part of financial evaluation for comparison of Proposal purposes.

**B. Cost of Bus Refurbishment cost**

Bidder must submit estimated cost of Bus cost in the following manner for information purposes. This will not be used in Price comparison of different bids.

<b>Bus refurbishment Cost (Average)</b>		
<b>Rs. Per Low Floor AC Bus (Inclusive of all taxes) (In Figures)</b>	<b>Rs. Per Standard Bus (Inclusive of all taxes) (In Figures)</b>	<b>Rs. Per Midi Bus (Inclusive of all taxes) (In Figures)</b>
In Words	In Words	In Words

**(Signature and name of Authorized Representative)**

Designation: -

Date:-



**(Volume-III)**

**PART- A**

**DRAFT OPERATOR AGREEMENT**

**FOR NEW BUSES (PACKAGE 1 & 2)**

**REQUEST FOR PROPOSAL (RFP)**

**FOR HIRING OF SERVICES FOR PROVISION/REFURBISHMENT,  
OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING PUBLIC  
TRANSPORT IN BHUBANESWAR – PURI – CUTTACK ON GROSS COST  
CONTRACT BASIS IN THREE PACKAGES**



**BHUBANESWAR PURI TRANSPORT SERVICES,  
BMC CAMPUS, KALPANA SQUARE, VIVEKANANDA MARG,  
BHUBANESWAR-751 014, ODISHA**

## BUS OPERATOR AGREEMENT

This Bus Operator Agreement (**Agreement**) is executed on this [●] day of [●] Two Thousand and [●] at Bhubaneswar:

### BETWEEN

**Bhubaneswar Puri Transport Services (“Authority/BPTS”)**, incorporated under the provisions of the Companies Act 1956/2013, having its registered office at **BMC Campus, Kalpana Square, Vivekananda Marg, Bhubaneswar-751 014, Odisha**. (hereinafter referred to as the “**Authority/BPTS**”, which expression shall include its successors and permitted assigns);

### AND

\_\_\_\_\_ [*insert name of the Operator*], a company incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm having its registered office at [ \_\_\_\_\_ ] [*insert address*] (hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns);

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

### WHEREAS

- A. Authority is legally empowered and mandated to plan, schedule, own, manage, operate and maintain the Bus Service in Bhubaneswar- Puri cities and other peripheral towns. The Authority is planning to upgrade and expand the city’s Bus System. As part of this plan, the Authority is deploying 310 (nos) Standard and Midi buses comprising three packages through the Gross Cost Contract with private operators selected through open competitive bidding.
- B. This Agreement is for [Package 1 comprising 50 Standard size AC and 50 standard size non-AC Euro IV Diesel buses/Package 2 comprising 100 midi non AC Euro IV Diesel buses] [**Keep the applicable Package and remove the other one**] with the Operator for Procurement, Operation and Maintenance of these buses with responsibilities better defined in the accompanying clauses in this Agreement and other volumes of this RFP document.
- C. The Authority had issued a RFP in \_\_\_\_\_2018 for selection of Private Bus Operator for aforementioned work. The Operator had submitted its proposal which was duly evaluated and

accepted by the Authority vide Letter of Acceptance \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "LOA") for \_\_\_\_\_ nos of Buses (Contracted Buses). The LOA requires, inter alia, the execution of this Agreement.

- D. By its letter dated \_\_\_\_\_ the \_\_\_\_\_ (Operator) has accordingly agreed to enter into this Agreement with AUTHORITY for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.
- E. The Operator has submitted Performance Security of Rs. \_\_\_\_\_ in the form of Bank Guarantee from \_\_\_\_\_ Bank in favour of the Authority as prerequisite for signing of this Agreement.
- F. The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Procurement, operation and maintenance of the Bus Service System in the urban are of Bhubaneswar, Puri and Cuttack.

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

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In the Agreement, unless the context otherwise requires, the following terms and expressions, whenever used, shall have the following meanings hereinafter respectively ascribed to them:
- 1.1.1. **"Agreement"** means this agreement executed between the Authority and the Operator together with its annexure and any further correspondence, notices and conditions, in the RFP or otherwise, that the Parties signatory to this Agreement have expressly agreed to include as part of this Agreement.
- 1.1.2. **"Annual Assured Payment Amount"** shall have the meaning as ascribed thereto in Clause 23.5 of the Agreement
- 1.1.3. **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.
- 1.1.4. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as



may be in force and effect during the subsistence of this Agreement, and applicable to the Project.

- 1.1.5. **“Assured Fleet Availability”** shall have the meaning as ascribed thereto in Clause 4.1(i) of the Agreement.
- 1.1.6. **“Available Fleet”** means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability Clause 4.1(i) of the Agreement.
- 1.1.7. **“Authority”** means BPTS or its authorized representatives.
- 1.1.8. **“Authority Clearances”** means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in Annexure PA11 to this Agreement.
- 1.1.9. **“Authority’s Event of Default”** shall have the meaning as ascribed thereto in the Clause 32.2 of the Agreement.
- 1.1.10. **“Bus Deployment Schedule”** shall have the meaning as ascribed thereto in the Clause 11.1 of the Agreement.
- 1.1.11. **“Bus Kilometre”** means a kilometre travelled by a Contracted Bus as per this Agreement or as directed by the Authority.
- 1.1.12. **“Base Kilometre Charge” or “Kilometre Charge”** means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Annual Assured Bus Kilometres.
- 1.1.13. **“Bus Permit”** means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.14. **“Bus Specification/Technical Specifications”** shall mean the specifications of the Contracted Buses including but not limited to design, power, GRPS, GPS and PIS and other IT equipment and other details stipulated by the Authority during the purchase of such buses.
- 1.1.15. **“Bus Stop”** means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.16. **“Bus Depot Area” or “Depot Area”** means the area provided by the Authority to Operator for Parking, Repair and Maintenance of Contracted Buses
- 1.1.17. **“Central Control Centre”** means computerised central monitoring unit setup,

audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.

- 1.1.18. **“Commercial Operations Date”/“COD”** for each Lot of Contracted Buses, be the date of deployment on the roads for operations of Last Lot of Contracted Buses by the Operator after submission of the requisite Performance Security and shall have the meaning specified in Clause 16.1 of this Agreement.
- 1.1.19. **“Contracted Bus(es)”** means one or more of the passenger bus units procured by the Operator for the purposes of operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and which shall include but not be limited to including GRPS, GSPS and PIS and other IT equipment, and the details of such Buses such as the type, category registration number shall be provided in detail in Annexure PA8 to this Agreement at later stage.
- 1.1.20. **“Dispute”** shall have the meaning ascribed to it in Clause 37 of this Agreement.
- 1.1.21. **“Encumbrances”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.22. **“Appointed Date”** shall mean and refer to the date of signing of this Agreement.
- 1.1.23. **“Fines”** shall have the meaning as ascribed thereto in the Agreement.
- 1.1.24. **“Fleet”** shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.
- 1.1.25. **“Operation Plan”** means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 19.
- 1.1.26. **“Global Positioning System (GPS)”** means the equipment installed on the bus to monitor its movement on the specified route during the Agreement Period.
- 1.1.27. **“Government”** means the “Government of Odisha or “Government of India (GOI)” as is relevant in the context;
- 1.1.28. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

- 1.1.29. **“Invoice Amount”** shall have the meaning specified in Clause 23.5(23.5.1) of this Agreement.
- 1.1.30. **“Half Yearly Assured Bus Km”** shall have the meaning as ascribed thereto in Clause 23.5 of the Agreement
- 1.1.31. **“LED Display”** shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses and which shall be used for the public information system.
- 1.1.32. **“Letter of Award”** means the letter of award dated \_\_\_/\_\_\_/20\_\_\_ issued by the Authority to the Selected Bidder to
- 1.1.33. **“Lot of Contracted Buses”** or “Lot” means Lot of Contracted Buses and details of which have been/shall be provided in the Annexure PA8 to this Agreement.
- 1.1.34. **“Manufacturer”** means the bus manufacturer supplier of the Contracted Buses to the Authority.
- 1.1.35. **“Material Breach”** means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.36. **“Operation and Maintenance Standards”** means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Agreement Period and have been provided at different places in the agreement.
- 1.1.37. **“Operations Manager”** shall have the meaning ascribed to it in Clause 25.1.11.
- 1.1.38. **“Operating Plan” or “Operation Plan”** means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the Authority.
- 1.1.39. **“Operator”** shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.40. **“Operator Clearances”** means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure to this Agreement.
- 1.1.41. **“Operator’s Event of Default”** shall have the meaning as ascribed thereto in Clause 32.1 of the Agreement.
- 1.1.42. **“Operator’s Payment”** means payment given to the Operator for providing

operating and maintenance services in accordance with Clause 23 of this Agreement.

- 1.1.43. **“Passenger Fare”** shall have the meaning ascribed to it in Clause 21.1 of this Agreement.
- 1.1.44. **“Payment Period”** shall have the meaning as ascribed thereto in Clause 23.5 of this Agreement.
- 1.1.45. **“Performance Security”** shall have the meaning as ascribed thereto in Clause 7.1 of this Agreement.
- 1.1.46. **“Project”** means maintenance service of the Contracted Buses being provided by the Operator for Bus Services in Bhubaneswar in accordance with the terms of this Agreement.
- 1.1.47. **“RTO”** means the Regional Transport Office of Bhubaneswar
- 1.1.48. **“Remedial Period”** shall have the meaning specified in Clause 33.1 and 33.2 of this Agreement.
- 1.1.49. **“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.
- 1.1.50. **“Selected Bidder”** means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.51. **“Soft Loan”** shall have meaning ascribed in the Clause 6 of this agreement
- 1.1.52. **“Third Party”** means any person other than the Authority and the Operator.
- 1.1.53. **“Contract Period/ Agreement Period”** shall mean the term as defined in Clause 3.1
- 1.1.54. **“Training Period”** shall have the meaning as ascribed thereto in Clause 16.4 of this Agreement.
- 1.1.55. **“Urban Bus Service”** or **“Bus Service”** means Bus Services Provided by BPTS for which it possesses stage carriage license for approved routes in the urban area of Bhubaneswar, Puri and other urban area situated on the periphery of Bhubaneswar and Puri.
- 1.1.56. **“Validity Period”** means the period for which the Performance Security has to be maintained in accordance with Clause 7 of this Agreement.
- 1.1.57. **“Vandalism”** shall have meaning specified in Clause 29 of this Agreement.

1.1.58. **“Vehicle Tracking System”** is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

## 1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires:

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

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

- a. This Agreement along with all Annexure hereto.
- b. Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexure, Corrigendum and Addendums thereto.
- c. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued to the Operator on \_\_\_/\_\_\_/2017

- d. Performance Security in form of Bank Guarantee no.\_\_\_\_\_.
- e. Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the Agreement or by way of revised or improved understanding of any terms of the Agreement as appended herein.

In the event of any conflict of difference between the above documents, the position reflected in the document signed last shall prevail.

## **2. APPOINTMENT OF THE OPERATOR**

### **2.1. Appointment of the Operator**

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to procure, operate and maintain Package 1 comprising 50 Standard AC and 50 Standard non-AC Euro IV Diesel buses/Package 2 comprising 100 midi non AC Euro IV Diesel buses [**Keep the applicable Package and remove the other one**]<sup>1</sup> as per the specifications provided in the Volume III of the RFP, for Bus Service in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

### **2.2. Variation in Number of Buses to be Contracted**

The Authority, at its sole discretion, during the course of the Agreement, may ask the Operator to provide additional buses equivalent to 25% of the total quantity of buses required under the Agreement. The Agreement period of such additional buses shall be decided in consultation with the Operator at the time of issuing the request for such additional buses by Authority. However, the Agreement Period for the additional buses shall not be higher than the agreement period mentioned in this Agreement. The buses shall be procured, operated and maintained by the Operator in accordance with the provisions of this Agreement.

### **2.3. Undertaking**

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations in

<sup>1</sup> The Authority, at its sole discretion, may modify the number of Contracted Buses Award by a plus or minus 25% buses compared to the number of Buses indicated in the RFP before the signing of the Agreement in which case the increased or decreased number shall reflect be reflected here. In case of change in the order size, the total no of buses referred in this agreement along with associated clauses shall be revised accordingly.

accordance with the provisions hereof, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

### **3. TERM OF THE AGREEMENT**

- 3.1. The term of this Agreement shall be a contiguous period comprising the (a) The “Bus Procurement Period” beginning on the Appointed Date and ending on the Commercial Operations Date (COD) and (b) the “Operations Period” beginning from COD and ending Eight (8) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by one (1) additional year based on operator performance and condition of the Buses.
- 3.2. The COD shall begin from the date which is 200 days from Appointed Date or date of deployment of all Contracted Buses, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- 3.3. In the event of termination, the Agreement Period shall be limited to the period commencing from the Appointed Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein.

### **4. SCOPE OF WORK**

#### **4.1. Responsibilities during “Bus Procurement “**

The Operator shall before the deployment of buses undertake and complete the following tasks

- a. Procuring the Contracted Buses as per technical specification included in RFP. The Operator is required to procure fully built buses meeting the bus specifications provided in the RFP from reputed bus manufacturers.
- b. Procure Buses as per “Good Industry Practices” and as per the specifications provided as part of the RFP. The Operator shall not be permitted to make any changes in the Specifications unless specifically authorised by the Authority in writing.
- c. Showcase prototype and adhere to the Bus Delivery Schedule specified in clause 11.1 of this Agreement and obtain approval of prototype from the Authority.
- d. Facilitate the Authority or representatives of the Authority, for inspections and testing with regards to the structure and bus body building quality as prescribed in the Clause 9 of the agreement.
- e. Incorporate changes/modifications/alternations suggested in the bus body by the Authority or representatives of the Authority during and after Inspection and testing and before obtaining the final acceptance certificate from the Authority as per Clause 12 of

this agreement.

- f. Deploy buses pursuant to Clause 16 and provide training to the manpower as per Clause 16.4 of the agreement.
- g. Provide duly licensed drivers to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law;
- h. Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behaviour and hygiene aspects;
- i. At his own cost and expenses procure all Operator Clearances in accordance with Annexure PA11 for the purposes of providing Bus Services as per the terms of this Agreement;
- j. Establish maintenance facility and equipment at Bus Depot Area for preventive and routine maintenance of buses and for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses;

#### **4.2. Responsibilities during 'Operations Period'**

The Operator, on and after COD, and during the Operations Period shall undertake the following responsibilities:

- a. Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the Bus Service corridor;
- b. Ensure availability of duly licensed drivers, maintenance staff and other personnel through pro-active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.
- c. Develop a training program driving, maintenance, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
- d. At his own cost and expenses maintain all Operator Clearances in accordance with Annexure PA11 for the purposes of providing Bus Services as per the terms of this Agreement;
- e. Maintain the Contracted Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- f. Ensure that safety and security of passengers and any third person on the Contracted Buses is maintained at all times;
- g. Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the



terms of this Agreement and Applicable Law;

- h. Ensure any equipment installed on the Contracted Buses or within the Bus Depot Area 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 Depot Area at any time without any notice in this regard;
- i. Make available to the Authority a fixed proportion of the Contracted Buses throughout the Agreement Period, for maintaining continued and uninterrupted operations of BUS SERVICE as per the terms of this Agreement. This proportion shall be as per the proportion given in the Clause 10(k) of PIM of this RFP throughout the Agreement Period for each Lot of Contracted Buses. ("**Assured Fleet Availability**")<sup>2</sup>;

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
- j. Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and tear of the bus due to bad road conditions, rains, 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.
  - k. 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 by the operator) required in relation to the operation and maintenance of Bus Service;
  - l. Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
  - m. Carry out all activities necessary for the effective implementation of the provisions of

<sup>2</sup>**Calculation of fleet availability is provided as follows for further clarity:**

*Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100*

*A Bus to be considered as being available should complete at least 90% of its planned schedule. Further the Authority, at its discretion, may relax this clause for first few months after COD to provide for a ramp up and sort out teething issues for new buses.*

this Agreement.

## 5. AGREEMENT

5.1. The whole Agreement is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Authority, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the buses at such times as he may deem fit which he may disapprove. The Authority will depute a team of monitoring personnel who shall have full powers to check, monitor, demand any records from any of the Operator personnel.

5.2. The Operator shall not be allowed to sub contract any part of the awarded Buses.

## 6. PROVISION OF LOAN BY THE AUTHORITY FOR PROCUREMENT OF BUSES

6.1. In order to facilitate the procurement of fully built buses by the Operator in a timely manner as well to keep the overall costs of bus operations low, the Authority hereby agrees to provide a Loan to Bus Operator for Procurement the New Buses at fixed concessional interest rate of 6% per annum for the tenure of 8 years as provided in the clause 3.1 above. The amount of such Loan shall not be broadly equal to 75% of the Total Bus Procurement Cost subject to the following limits: ("The Soft Loan") :

Sr. No.	Type of Buses	Limit for Soft Loan (INR lakh)
1	Standard AC Bus	55.0
2	Standard Non AC Bus	40.0
3	Midi Bus	30.0

6.2. The Bus Operator hereby agrees to enter into a separate Loan Agreement with the Authority to formalise the process of loan transaction. The Loan Agreement shall be considered as an independent Agreement on its own accord and shall be attached for purposes of clarity to this agreement as Annexure PA3. In the event of Termination of this Agreement, the terms of the Loan Agreement shall remain unaffected and vice versa.

6.3. The Loan Agreement shall be signed after execution of this Agreement at the time of placing of Bus Purchase order to Bus Manufacturer by the Bus Operator.

6.4. The Buses will be purchased by the Operator on his own through negotiations with the Bus Manufacturers. The final selected Bus will be required to be approved by the Authority along with the specifications, price and payment terms. At all stages the Operator will keep the Authority informed about the progress of Bus Purchase, bus building and delivery. The Operator will satisfy the Authority regarding the terms of the purchase and particularly the price being the most

competitive offer as also being comparable to market price for same bus sold to other customers.

- 6.5. The amount of Soft Loan shall be disbursed directly to Bus Manufacturer(s) by the Authority after showing proof of payment of 25% of the Bus Procurement Cost by the Operator to the Bus manufacturer. The Loan amount will be disbursed by the Authority in accordance and in proportion of the payment terms agreed by Bus Manufacturer(s) and Bus Operator.
- 6.6. The Operator, during the currency of the Loan Agreement, shall 'hypothecate' all the Buses with Authority as per the provisions of the Loan Agreement. The Operator is free to raise financial resources for balance amount required for purchase of Buses other than Soft Loan, however any hypothecation/lien/charge/assignment or encumbrance from such fund raising will rank junior to the obligations resulting from the Loan Agreement with the Authority mentioned above.
- 6.7. The Operator will also sign an Indemnity Bond in favour of the Authority whereby it will indemnify the Authority against any losses arising to the Authority owing to loss, damages, theft, neglect and poor maintenance of the Contracted Buses during the currency of the Soft Loan Tenure and Operator Agreements.
- 6.8. Bus Operator shall repay the disbursed amount of Soft Loan in Equated Monthly Instalments (EMIs) including portion of Principal repayment and Interest payment. The amount to be paid as EMI shall be decided based on formula applicable to the Commercial Vehicle Loans issued by Scheduled Banks.
- 6.9. The Authority shall deduct the EMI every month from COD of the respective lot buses vide the Invoices submitted by the Bus Operator for Bus Operations before releasing the payment for the Bus Operations.
- 6.10. The Operator shall have liberty to make pre-payment of the Soft Loan at any point of time during the Loan repayment period without any penal interest.
- 6.11. The Authority, upon satisfactory pre-payment or Repayment of loan amount along with due interest, shall discharge the Hypothecation created on the Buses in its favour.
- 6.12. All above terms shall be repeated in the Loan Agreement and in case of any differences, the terms of the Agreement signed at a later date shall prevail.

## 7. PERFORMANCE SECURITY

- 7.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security of Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_ Only) in form of Bank Guarantee [**Keep whichever is applicable and delete the other**] (instrument no \_\_\_\_\_) drawn on \_\_\_\_\_ (Bank) dated \_\_\_\_\_, for a Validity Period of \_\_\_\_\_

\_\_\_\_\_, in favour of \_\_\_\_\_ through scheduled bank, payable/encashable, admissible and extendable at Bhubaneswar only. (**Performance Security**).

7.2. The Operator shall maintain a valid and binding Performance Security for a period of 60 days after the expiry of the Total Agreement Period ("Validity Period").

7.3. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

- a. in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
- b. in relation to Operator's Event of Default in accordance with the terms contained herein.

7.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operator's Event of Default as per Clause 32.1.

7.5. On the performance and completion of the Agreement by expiry of its term in all respects the Performance Security shall be returned to the Operator without any interest, provided the Operator is not in default of the terms hereof and there are no outstanding dues of the Authority with the Operator.

## **8. BUS PROCUREMENT**

8.1. Upon submission of requisite Performance Security and Signing of this Agreement, the operator shall procure specified number of Buses as per the Bus specifications attached as part of Vol. 3 of the RFP. The Operator shall obtain adequate insurance as mentioned in the clause pertaining to Insurance in this Agreement.

8.2. The Buses will be purchased by the Operator on his own through negotiations with the Bus manufacturers.

8.3. The final selected Bus will be required to be approved by the Authority along with the specifications, price and payment terms.

8.4. At all stages of Bus Procurement, the Operator will keep the Authority informed about the progress of Bus Purchase, bus building and delivery.

8.5. The Operator will satisfy the Authority regarding the terms of the purchase and particularly the price being the most competitive offer as also being comparable to market price for same bus sold

to other customers.

## **9. QUALITY ASSURANCE**

### **9.1. Quality of Materials:**

- 9.1.1. The Bus Manufacturer appointed by the operator shall procure material which is as per Standards set in India. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred/ indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- 9.1.2. The Bus Manufacturer can use any material out of the lots, which have been approved by a Authorized laboratory. A certificate to that effect along with copies of the latest Laboratory Test Report (as per specification of this Agreement from CIRT, Pune/ ARAI, Pune/ BIS approved Labs) shall be submitted to Authority at the time of inspection.
- 9.1.3. The Bus Manufacturer shall obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. Bus Bodybuilder would provide a list of such items along with their Certificates to the Authority.
- 9.1.4. Cost of all tests, analysis, and patent rights would be borne by the Bus Manufacturer.

### **9.2. Purchase of Material:**

- 9.2.1. Material purchase orders of The Bus Manufacturer must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-à-vis those specified in the Agreement.
- 9.2.2. In addition, copies of invoices of respective Manufacturers from whom these material had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage in the Bus.
- 9.2.3. For items/ materials to be used as per BIS/ AIS/ASRTU Standards, The Bus Manufacturer shall show & furnish a copy of Laboratory Test Certificate from BIS approved Laboratories near the location of Bus Bodybuilder in respect of material proposed to be used in the body building of the Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.
- 9.2.4. The Operator shall conform in all respect to provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and Central Motor Vehicle Rules, 1989 (or latest) / Odisha Motor Vehicle Rules currently in force in Bhubaneswar or to any other statutory modifications or enactment thereof in such Act & Rules from time to time.

## 10. INSPECTION AND TESTING OF PROTOTYPE BUS AND OTHER BUSES BEFORE DELIVERY:

10.1. Authority or representative authorized by the Authority may carry out inspection of Prototype Bus and other buses to be supplied as part of this Agreement at any of the following stages before pre-dispatch stage at Bus operator's/ Bus Manufacturer's premises. This inspection shall include:

- Structural Inspection: Structural assembly stage before panelling in prototype and all buses
- Final Inspection: After completion after panelling, and equipping of prototype and all buses (Fully built buses)

10.2. For any Deficiency noted by the Authority during any stage of the inspection, the Operator shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modifications which are not part of the mutually agreed Bus specifications.

10.3. The Operator shall provide free of charge all facilities at the Bus Manufacturer's premises viz. Working space, equipment, tools, labours, gauges, drawings and specifications required for this purpose without extra charge to the inspecting officer for proper performance of his work on inspecting and testing of work under this Agreement.

10.4. The Authority shall not conduct any laboratory test if the material procurement certificates are submitted by the Operator at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Operator. The Authority might conduct lab testing mostly for following material.

Sr. No.	Items to be tested	Specifications
1.	CR Tubular sections	BIS:4923-1997 (or latest) of Grade Yst.-240
2.	Phosphating / Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
3.	EPDM Rubber	As per AIS 085
4.	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.

5.	Aluminum Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube & Hollow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
6.	Paint	PU Paint as per relevant IS: 13213:1991 (or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is upto 30 units.
7.	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JIS C 3406- Spark, Immersion & Conductor Resistance Test' SAE recommended J 1127 & J 1128
8.	Aluminium Sheet	BIS:737-1986(or latest), Aluminium Alloy H-2/31000
9.	CR sheets	BIS:513-2008(or latest)
10.	GI Sheets	BIS:277-2003 (or latest), Class-VIII Medium Coating of Zinc Nominal Weight 120 grams/M2.
11.	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12.	Marine Board / other floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

10.5. The Authority shall convey the Approval of the Prototype bus, if found satisfactory, within 15 days of date of Approval.

10.6. In case of Buses other than Prototype, Authority shall issue Pre Despatch Inspection Certificate within seven days of satisfactory inspection of Fully Built buses. Operator shall despatch buses only after attending defects/ deficiencies observed during Pre- Dispatch Inspection.

## 11. DELIVERY OF CONTRACTED BUSES

11.1. Delivery Period: Delivery of prototype Bus and thereafter other Contracted buses shall be as per the following “**Bus Delivery Schedule**”

Time	Delivery of Custom built Buses (no.)
Within 60 days from date of Appointed Date	Prototype Bus
Within 30 days of approval of prototype	First Lot of 25 Buses
Within 60 days of approval of prototype	Second Lot of 25 Buses
Within 90 days of approval of prototype	Third Lot of 25 Buses

Within 120 days of approval of prototype	Final Lot of 25 Buses
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11.2. Operator shall deliver buses at the place/ places as shall be specified by the Authority within Bhubaneswar Municipal Limits, not later than the dates/schedule specified in the Agreement.

11.3. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages as per Clause 14, risk purchase & other provisions of the Agreement.

11.4. Operator shall intimate Authority at least 15 days prior to any inspection at Bus Manufacturer's premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall conduct inspection within 15 days from the day of receipt of request for inspection from Operator.

11.5. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

## **12. INSPECTION OF CONTRACTED BUSES AFTER DELIVERY**

### **12.1. Inspection of the Contracted Buses Received at Bhubaneswar:**

12.1.1. On receipt of fully built Contracted Buses at Bhubaneswar, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components.

12.1.2. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period.

12.1.3. Any delay commissioning of these buses due to any such reason shall be to Operator's account and shall be dealt with by the Authority as per Conditions of the Agreement.

### **12.2. Provisional Receipt Certificate**

12.2.1. Authority shall issue Provisional Receipt Certificate within three working days of receipt of Contracted Bus(es) in good conditions along with valid required documents at Bhubaneswar.

12.2.2. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement.

### **12.3. Inspection of the Buses Received at Authority's Premises**

12.3.1. Authority or representatives of the Authority shall carry out inspection of the Buses at its premises jointly with the Bus Operator, within 7 working days, to check any damage/deficiencies that may have occurred in the received buses during transit from Bus Manufacturer's Facility.



12.3.2. Authority shall communicate about such damage/deficiencies, if any, to the Operator on immediate basis to which the Operator shall start the remedial process at the earliest.

#### **12.4. Final Acceptance Certificate**

12.4.1. The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Inspection within 7 days from date of inspection.

12.4.2. If the rectification/ removal is found to be satisfactory, Final Acceptance Certificate shall be issued by Authority. Thereafter, the Operator shall initiate the process of deployment of buses for BUS SERVICE in accordance with clauses of this agreement.

#### **12.5. Removal and Replacement of Rejected Buses**

12.5.1. On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be removed, within 21 days of the date of intimation of such rejection.

12.5.2. The Operator shall immediately transport such rejected buses back to the Bus Manufacturer's premises at its own cost and risk.

**13. COST OF INSPECTION:** All the costs associated with the inspection of prototype bus and other buses at Bus Operator's premises and at Bhubaneswar, including travelling and conveyance expenses of representatives of the Authority shall be borne by the Bus Operator.

#### **14. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES**

14.1. If the Operator fails to deliver the Contracted Buses as per the Month wise delivery schedule specified in the Clause 11.1 above and if the Operator is not able to cure such default (delay in buses) within any additional time permitted by the Authority, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages of Rs. 2,000/- (Rupees Two Thousand only) or part thereof, per bus per day of delay for additional 60 days from the expiry of the respective Milestone for delivery.

14.2. The amount of pre estimated liquidated damages to be charged under the Agreement, in terms of Clause 14 of Agreement Conditions shall not exceed Rs. 1,20,000 per contracted Bus.

14.3. In the event the delivery of any number of Buses is delayed beyond the stipulated Delivery Schedule as per clause 11.1 plus an additional period of 60 days, the Authority, at its sole discretion may not accept the delivery of such delayed number of Buses unless such occurrence is not attributable to Force Majeure Events..

#### **15. CONSEQUENCES OF NON ADHERENCE TO THE DELIVERY OBLIGATIONS**

15.1. In case of the Operator fails to deliver any Buses as per stipulated schedules and timelines

and as specified in sub clause 11.1, read with Clause 14 above, after exercising all remedial measures provided in elsewhere in this agreement, it may be considered an Operator's Event of Default at the Authority.

15.2. Notwithstanding above, if the event of Default of the Operator pursuant to clause above does not result into termination, the number of Buses which form part of the contracted Bus shall be reduced by only the number of buses accepted by the Authority.

15.3. With pursuant to clause 15.2 above, in case of reduction in size of the Agreement, the Operator shall replace the amount of Performance Security calculated as per the revised Agreement size.

## **16. DEPLOYMENT OF CONTRACTED BUSES**

16.1. Subject to issuance of Final Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 15 (Fifteen) days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing. However, the date of deployment of last lot of Contracted Buses shall be considered as COD as per the Agreement. ("Commercial Operations Date for Bus Lot" or "COD for Bus Lot"). The Operator shall achieve COD for the first lot of Contracted buses immediately after completion of Training Period as specified in the Clause 16.4 below.

16.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses within 195 days from the date of Execution of the Agreement as per abovementioned clauses for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of Rs.500/per bus per day for additional 30 days after completion abovementioned timeline. Amount of liquidated damages shall not exceed Rs. 15,000 per Bus.

16.3. It is hereby clarified that non-compliance of any bus specifications and design shall not be acceptable as a reason for delayed or non-deployment of the Contracted Buses by the Operator.

16.4. The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses for provision of training for 15 days prior to COD. (**"Training Period"**).

16.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of BUS SERVICE and skill-set required for efficient operations.

16.4.2. Cost of Damage to Project Asset or any other third party property including fatalities, injuries of employee of Authority, Operator or third party due to negligence of the Operator's staff employed for the purpose of the training shall be the liability of Operator.

16.4.3. Payment to the Operator for the Training Period shall be paid separately by Authority as provided in the Clause 23.5 of the Agreement.

## **17. OWNERSHIP OF CONTRACTED BUSES**

17.1. The ownership of the Buses shall remain fully with the Operator during the entire term of the Agreement. All the Contracted Buses shall be registered in the name of Operator.

## **18. DEVELOPMENT, OPERATION AND MAINTENANCE OF DEPOT**

18.1. Authority acknowledges the requirement of Bus Depot for the purposes of maintenance, cleaning and parking of Contracted Buses. Hence the Authority shall provide a land parcel at Chandrasekharapur/Patrapada [**Keep the applicable location of Bus Depot**] for construction of Bus Depot to carry out maintenance activities for the contracted buses in accordance with the terms contained herein. The Operator shall have to design and construct the Bus Depot. The cost of Depot shall be borne by the Authority.

### **18.2. Covenant with reference to Bus Depot Construction**

18.2.1. The Authority shall enter into an independent Depot Construction Agreement with Operator to ensure timely construction with quality of workmanship as per indicative draft placed at Annexure PA4. Authority reserves right to modify any provision full or in part, in consultation with the Operator.

18.2.2. The operator shall prepare a Draft Depot Construction Plan which shall include detailed design of the Depot, bill of quantity and cost estimates based on general guidelines provided in the RFP, Latest Schedule of Rates or justifiable market rate for construction items and any other regulations, guidelines applicable contextually and submit for Authority's approval within 90 days from signing of Depot Construction Agreement.

18.2.3. The Authority through its authorized representative such as Authority Engineer/Programme Management Consultant [**Keep whichever is Applicable**] shall review the Draft Depot Construction Plan and provide comments within 7 days of submission of Depot Construction Plan. In case of any changes suggested, the Operator shall make the necessary changes and resubmit the Final Depot Construction Plan within 7 days of receipt of such suggestion.

18.2.4. The Authority shall appoint an empowered committee ('the Committee'), comprising of representatives of the Authority and technical experts, for approval of Final Depot Construction Plan. The Operator can start construction of Depot only after obtaining approval from the Authority.

18.2.5. The Committee shall be responsible for overall supervisions and monitoring of the depot construction work. Authority's authorized representative such as Authority Engineer/Programme Management Consultant shall check the Depot Construction work regularly and notify the Operator of any Defects that are found. Such Defects have to be addressed by the Operator within the mutually agreed time period.

18.2.6. The Operator shall be permitted to appoint a sub-contractor, meeting eligibility and qualification criteria provided in the Annexure PA4 of this agreement, to carryout Depot Construction work. The Operator shall take approval of such appointment from the Empowered Committee. It is to be clarified that the Operator shall act as an employer/Principal to the Sub-contractor. The Operator shall indemnify the Authority from any contractual obligations, damages, losses of the sub-contractor that may arise during Depot Construction. Authority shall not entertain any representation/claims directly made by the Sub-Contractor.

18.2.7. Authority shall release payment to the Operator based on completed milestones. Authority shall also have right to levy and collect liquidated damages as provided in the Depot Construction Agreement from the Operator in case of non-adherence to the specified quality and milestones.

### **18.3. Covenant with reference to Bus Depot Operation and Maintenance**

18.3.1. After completion of construction, the possession of the depot shall be handed over to the Authority who in turn shall enter into Depot Lease Agreement (Annexure PA6) with the Operator.

18.3.2. The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.

18.3.3. It is hereby clarified that the ownership of the Bus Depot Area shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot Area, and on Termination or Expiry of this Agreement, whichever is earlier, the Operator shall vacate and hand back such Bus Depot Area as per the terms contained herein. Upon termination or Expiry of this Agreement, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement.

18.3.4. The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.

18.3.5. The Operator shall:

- a. at his own cost and expense maintain the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein in good working condition;
- b. not cause any damage in the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.

c. only be responsible to maintain the area of the Bus Depot Area which has been specifically allocated and handed over to him by the Authority under the relevant license agreement.

18.3.6. The Operator shall also be liable to pay bills for utilities such as electricity, water, gas etc. on actual basis in relation to the area of the Bus Depot, Terminal and Parking Space allotted to the Operator.

18.3.7. It shall be the obligation of the Operator to whom a Bus Depot is allotted to allow buses of other Bus Operators for Bus Services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any between them which are most suitable in their opinion.

18.4. It is hereby clarified that the Operator shall only have a limited right to way and right to use the Project Site for Construction of Bus Depot and Operation and maintenance of it subject to the terms contained in the Depot Construction Agreement and Depot Lease Agreement.

## **19. OPERATION PLAN**

19.1. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Annual Assured Fleet Availability, Fleet Deployment Plan and any other relevant details required for Operation of Contracted Buses ("**Operation Plan**").

19.2. The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing bus headways based on peak and off peak hour requirements ("**Fleet Deployment Plan**").

19.3. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.

19.4. The operator needs to operate the Contracted Buses in accordance with this Operation Plan.

19.5. The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.

## **20. ROUTES AND SCHEDULES**

20.1. The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Agreement Period.

20.2. The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards

specified herein.

20.3. The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.

20.4. In the event the Authority makes changes as specified in above Clause, it shall notify the Operator in writing [seven (7) days] prior to the date of implementation of such change.

20.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or without specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

## **21. FARE AND FARE COLLECTION**

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

### **21.2. Passenger Fare Collection:**

21.2.1. The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate to it.

21.2.2. The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.

21.2.3. The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority through itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Contracted Buses.

## **22. ADVERTISEMENT ON THE BUSES**

22.1. The Authority shall reserve rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from above activity.

22.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment. In case of theft or any malfunction of advertisement material/equipment the Operator shall be report to the Authority on immediate basis.

22.3. 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.

## 23. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

23.1. Bus Kilometres for any particular Contracted Bus of a particular type shall comprise of the following:

- a. Distance travelled by the Contracted Bus assigned on given Route(s) as per the Operating Plan.
- b. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
- c. Distance travelled by the Contracted Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's service.
- d. Distance travelled by a Contracted Bus for fuel refilling (two ways) not exceeding the 5 KM of nearest fuel station from the Depot Area

23.2. Bus Kilometres shall not constitute the following

- a. Any kilometres travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.

23.3. The Authority shall compute and provide to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service, the total number of kilometres that the Contracted Buses have travelled for the aforesaid period. Such calculation shall be made using Global Positioning System (GPS) and in case of absence of GPS, manually with the supervision of the Authority staff. The Operator shall be paid based on the Bus Kilometres logged and verified in this manner according to the Kilometre Charge fixed.

23.4. **Basis for Payments:** The Base Kilometre Charge Payment to the Operator by the Authority for the Bus Services rendered shall be as per the provisions described hereinafter (“**Operator Payment**”)

The Base Per Kilometre Charge quoted by the Operator in the Price Proposal for the Contracted Buses and accepted by the Authority in the LOA s as follows:

Sr. No.	Package	Bus Type	Quantity (Nos)	Quoted Rate Rs / Km (Exclusive of GST )
1	1 or 2			
2	1 or 2			

The base Year Price of Fuel per Unit, Base Year Wholesale Price Index (WPI) and Applicable Minimum Wages/CPI-IW which shall be used for determining the Applicable Kilometre Charge throughout the agreement period are as follows:

- a. Base Year Price of Fuel/Unit : Rs [ ] per Liter, being the prevailing price of fuel as available from the cheapest legal source in the vicinity of the Bus Depot Area being prices of a week immediately prior to the last date of submission of the RFP on [ ].
- b. Base Year Wholesale Price Index for all commodities:[ ]for Year 2017].Source: Office of the Economic Adviser to the Government of India, Ministry of Commerce and Industry: Website: <http://www.eaindustry.nic.in>.
- c. Minimum Wages for relevant Category Manpower Deployed of Rs.[ ] for time period of \_\_\_\_\_. Source: Office of Labour Commissioner, Govt of Odisha. <http://labour.odisha.gov.in>

### 23.5. Payment Terms

23.5.1. **Invoicing Period:** For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every 15 (Ten) days in a month (“**Payment Period**”) specifying:

- i. registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- ii. Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- iii. Applicable Kilometre Charge for the period for the particular type of Contracted Bus.
- iv. GST, if applicable, if any, payable on the amount; and
- v. Copy of daily fuel price and purchase bills indicating source, quantity and rate per fuel purchased.

(here-in-after together referred as “**Invoice Amount**”)

The Operator shall submit invoice strictly for the route wise scheduled kms for the payment period provided by Authority.

23.5.2. **Payment Period:**

- a. The Authority shall, within a period of 10 (ten) days of the receipt of invoice, make part payment of 90% of the total invoiced amount for each payment cycle of 15 days.
- b. Balance 10% of the amount of each invoice shall be released by the Authority in first 15 days of the next month of after the month of invoicing (starting from



COD) after verifying the records that it has on the Bus operations and evidence of salary paid to employee and making adjustment against or damages or other adjustments as may be applicable against the invoice under the terms of the Agreement.

- c. In case of expiry the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.
- d. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.

**23.5.3. Method for Calculation of Aggregate Payment**

- a. The payment for Bus Kilometres up to Assured Bus Kilometres per each Contracted Bus deployed shall be calculated as

$$\text{Payment} = \text{Applicable Kilometre Charge for Contracted Bus} \times [\text{Operated KM}]$$

*(Where Operated KM is Bus Kilometres Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)*

- b. Any Fines levied shall be adjusted from the Aggregate Payment subject provisions of this Agreement.
- c. GST, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the Applicable Kilometre Charge. The Authority is liable to pay GST if applicable on the Invoice Amount, provided that the Operator is able to furnish satisfactory evidence as to its applicability.

**23.5.4. Guarantee to operate particular number of kilometres:** The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of **6 (Six) months**, commencing from CoD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than 31,500 kms / Contracted Bus (Thirty One Thousand Five Hundred Kilo metres per contracted bus) [**“Half Yearly Assured Bus Kilometres”**]

**23.5.5. Half Yearly Assured Payment after reconciliation**

- a. **Payment for Unutilized Kilometres:** In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Half Yearly Assured Bus Kilometres, Authority will pay to the Operator, in

addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Half Yearly Assured Payment Amount for Unutilised Kms =  $0.35 \times (T_m - T_a) \times$   
Applicable Kilometre Charge

where

$T_m =$  Half Yearly Assured Bus Kilometres x Available fleet

$T_a =$  Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

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

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

- b. **Payment for Excess Kilometres:** If the Contracted Buses operated under this Agreement exceed the Half Yearly Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Half Yearly Assured Bus Kilometres shall be calculated as follows;

**Half Yearly Assured Payment Amount for Excess Kms** =  $0.65 \times (T_a - T_m) \times$  Applicable Kilometre Charge

where

$T_a =$  Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

$T_m =$  Half Yearly Assured Bus Kilometres x Available fleet

- c. The Applicable Kilometre Charge for the purpose of the Payment of Unutilised or Excess Km shall be the weighted average of the applicable Kilometre Charge used in payment periods during the relevant year.
- d. The determination of whether Half Yearly Assured Payment Amount is due shall be done at the end of a period of 6 (Six) consecutive calendar months. The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses

comprising the Available Fleet).

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

### 23.6. Basis of Revision of Kilometre Charge

23.6.1. The Kilometre Charge shall be reviewed and (if applicable) revised. Kilometre charge for any given payment period shall be called the Applicable Kilometre Charge. It shall be revised;

- a. For Fuel cost, Average of daily fuel price at the end of the month shall be used as an indicator. Fuel cost shall be revised on a monthly basis. The fuel price must reflect a legal source such as IOC website or quotations of supply of fuel for urban bus operations in Bhubaneswar.
- b. For change in cost of consumables, using the Wholesale Price Index, annually.
- c. For Manpower Cost, using change in Minimum Wages for relevant skill category for manpower deployed on Annual Basis/ using change in CPI-IW annually.

The Kilometre charge shall be revised based on following formula;

$$R_L = [R_L\text{-base}] + [R_L\text{-base} \times 0.40 \times (F - F\text{-base})/F\text{-base}] + [R_L\text{-base} \times 0.15 \times [(W - W\text{-base})/W\text{-base}]] + [R_L\text{-base} \times 0.20 \times [(L - L\text{-base})/L\text{-base}]]$$

*Where*

$R_L$  is the Kilometre charge for each Lot

$R\text{-base}$  is the Base Kilometre Charge

$F$  is present Price of Fuel/unit

$F\text{-base}$  is the Base Year Price of Fuel/unit

$W$  -is the Present Year Wholesale Price Index

$W\text{-base}$  is the Base Year Wholesale Price Index (Latest Financial year or Calendar Year WPI whichever is nearer to the Proposal Due Date)

$L$  is the Present applicable Minimum Wages for the relevant skill category for drivers

$L\text{-base}$  is the applicable Base Year Minimum Wages for the relevant skill category for drivers

**23.7. Limitations to Liability of Authority for Operations and Maintenance:** The Authority shall

not be liable to make any other payments other than the payments described in this Clause 23.5.

**23.8. Liabilities arising from negligent driving and accidents:** Any damages arising due to negligent driving, or accidents of the Contracted Buses on the street shall be the liability of the Operator.

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

## **24. TAXES AND STATUTORY LEVIES**

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

<b>Sr. No.</b>	<b>Taxes and Charges</b>	<b>Parties responsible for payment</b>
1	Roadworthiness/Vehicle Fitness certificate	Operator
2	Vehicle Registration Charges	Operator
3	Insurance premium for the Buses and other assets owned by the Authority	Operator
4	Motor Vehicle tax within Municipal Limit of [Bhubaneswar]	Operator
5	Motor Vehicle tax outside Municipal Limit of {Bhubaneswar}	Operator
6	Passenger Tax	Authority
7	Stage Carriage Permit	Authority
8	GST (if any)	Payable by the Operator and Authority as applicable

## **25. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR AND THE AUTHORITY**

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

25.1.1. Operator shall Procure the buses in accordance with terms and condition set forth in this Agreement.

25.1.2. Operator shall Design and Construct the depot as per the provisions of this

agreement.

**25.1.3. Operation and Maintenance of Contracted Buses:** The Operator shall carry out the following activities with respect to the Operation and Maintenance of Contracted Buses

- a. Operate and maintain the Contracted Buses in accordance with Specifications, maintenance manual and other information provided in Annexure to the Agreement.
- b. Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes;
- c. Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination;
- d. Ensure that all recruited drivers shall hold commercial heavy duty vehicle license valid since the last three years. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the BUS SERVICE operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.
- e. Make drivers and technicians for undergo orientation / familiarisation training programme at Bhubaneswar. Operator would also arrange for space, the training bus, fuel etc. for said training programme at his cost.
- f. The training program shall be organised by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as updation training to existing manpower.
- g. Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day;
- h. Ensure safety and security of the passengers, personnel and any third party

using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;

- i. Ensure safety and security of the Contracted Buses against theft or other forms of damage;
- j. Submit invoices in a timely manner in accordance with the terms contained herein;
- k. Maintain working capital equivalent to at least 1 (one) month's Operator Payment receivable from the Authority;
- l. Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays;
- m. Ensure that the Contracted Buses stop to pick up and allow the passenger to get off at the nominated bus stations;
- n. Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Agreement Period;
- o. Keep available any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Agreement Period;
- p. Make adequate arrangement either in-house or outsourced for overhauling of bus aggregates, repair and retreading of tyres, repair of bus bodies, repair of accidental buses, etc. to the satisfaction of the Authority.
- q. Make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.
- r. Shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses and the Project to enable provision of safer Bus Services to the passengers.
- s. Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- t. All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full

complement of buses required on festival days / special occasions etc as decided by Authority.

- u. Ensure at its own cost and expense and keep available at all times, any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- v. Submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- w. Agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.

**25.1.4. Co-operation with the Authority:** The Operator shall

- a. cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Contracted Buses or Bus Depots, Terminals and/or Parking Spaces;
- b. make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c. cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;
- d. co-operate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines if required. The Authority, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not

be in any manner obstructed by the Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Operator or its personnel;

- e. Cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other contractual arrangements pertaining to Project.
- f. Maintain log books, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make log books available to Authority or its representative and answer all queries to its satisfaction.
- g. respond to all notices letters communications received from Authority within the given time frame;
- h. provide all information, data, records, documents or information as may be required by Authority or Project Management Consultant , from time to time; and
- i. Participate in all the meetings, discussions as directed by the Authority from time to time.

**25.1.5. Compliance with the terms of the Warranty and Good Industry Practice:** The Operator shall

- a. shall comply with all terms of Warranty and instructions that are provided as a part of the purchase order with each Contracted Bus;
- b. undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- c. carry out major overhauls of the Contracted Buses according to the number of kilometres travelled as per terms of the warranty/purchase order as provided by the bus manufacturer, Engine overhaul agency, AC system provider agency standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- d. shall comply with all the literature provided by bus manufacturer in terms of manuals, operating, and maintenance and safety instructions/manual to the Operator. The Operator shall be responsible for understanding the working of Contracted Buses allotted to it in all aspects specified above including safety



features. Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for Contracted Buses shall be complied by the Operator;

- e. notify defects of any bus component or equipment and/or monitoring device that may be within the scope of the warranty/purchase to the order within [1 (one) day] of noting such defect, to the Authority and take prompt and immediate action as per the instructions of the Authority to remedy or rectify the defects. In the event that the Operator does not notify the Authority within the stipulated time period then it shall be liable to repair or remedy at its own cost and expense such defect, as per the instructions issued by the Authority.

**25.1.6. Annual Maintenance Contract:** In case of the operator does not have or does not develop in-house capacity for adequate maintenance of Contracted Buses, the Operator shall procure and maintain, at its own cost, an Annual Maintenance Contract with the manufacturer of the Contracted Bus or his authorized dealer and with the Bus Bodybuilder for the purpose of ensuring regular servicing and preventive maintenance activities for the Contracted Buses.

**25.1.7. Record and Reporting Requirements:** The Operator shall

- a. maintain record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out Contracted Bus maintenance. The Operator shall submit the log books for inspection by Authority staff as and when demanded;
- b. submit to the Authority in a format as specified by the Authority from time to time:
  - i. a monthly report which shall include but not be limited to:
    - Progress reports
    - Status of all risks and issues.
    - Status of readiness the skilled staff to operate Contracted Buses and supervise Contracted Bus operation.
    - Status of Contracted Buses with regards to roadworthiness and compliance with highest maintenance standards/maker's manual or instruction.
  - ii. report on an immediate basis reporting incidents requiring urgent attention of the Authority such as accidents, theft, etc.
  - iii. submit a summary of all the complaints on a monthly basis to Authority.

- iv. submit copy of certificate of road worthiness of the Contracted Buses periodically every quarter.

25.1.8. **Inspection:** The Operator shall make available Contracted Buses to the Authority or its authorised personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.

Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non-rectification/non-action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.

It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may: (i) impose fines and/or damages in accordance with the terms contained herein; and/or (ii) terminate this Agreement.

25.1.9. **Repair and Replacement:** Subject to obtaining prior written permission of the Authority and any instructions/specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the specifications inside or on the outside of the Contracted Buses. In the event the Operator replaces or installs any equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

25.1.10. **Appointment of Drivers and Staff:** The Operator shall

- a. appoint: (i) drivers holding a valid licence for a period of [3 (three)] years before the Appointed Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and (ii) appoint either on a temporary, permanent or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and other facilities related thereto at his cost for services as per the Agreement.

Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the Authority:

- persists in any misconduct,

- is incompetent or negligent in the performance of his duties,
  - fails to conform with any provisions of this Agreement, or
  - persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.
- b. be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.
- Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.
- c. ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
- d. hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- e. ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users. The drivers and other personnel engaged by the Operator are required to be police verified.
- f. be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.
- g. make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Operator's obligations under this Agreement and shall at all times be the principal employer in respect of such labor and personnel.

25.1.11. **Appointment of Operator's Manager:** The Operator shall appoint qualified personnel to supervise and manage day to day operations and maintenance of the contracted buses and to act as a single point contact to manage all the communications and correspondence with Authority ("**Operations Manager**").

25.1.12. **Payment of Taxes and Duties:** Subject to Clause 23, the Operator shall make timely payment of all taxes and duties due and payable under Applicable Law.

25.1.13. **Payment of Fines:** The Operator shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.

25.1.14. **No Alterations or Modifications of the Contracted Buses:** The Operator shall

- a. ensure that there are no alterations in the Contracted Buses or any part thereof made at any point of time including the colour of such Contracted Buses without the prior written approval of the Authority.
- b. ensure that no additional or new equipment, hardware or software is installed or used in the Contracted Buses without prior approval of Authority.
- c. shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other equipment or monitoring devices provided in the Contracted Buses

25.1.15. **Complaints Redressal:** The Operator shall

- a. maintain a complaints register on every Contracted Bus, and shall ensure that the Complaint Register is not tampered with in any manner at any point of time.
- b. take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.

25.2. **Rights of the Operator:** The Operator shall have right to:

25.2.1. receive Operator Payment from the Authority as per the terms mentioned in this Agreement;

25.2.2. receive payment for Construction of Depot from the Authority as per the terms mentioned in the Depot Construction Agreement.

25.2.3. receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;

25.2.4. use Bus Depot subject to the terms of the Bus Depot Agreement and the terms provided herein; and

25.2.5. Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.

25.2.6. Exercise option to Buy contracted buses after successful completion of Agreement Period as per the terms specified in Clause 36 of the Agreement.

**25.3. Authority's Rights and Responsibilities:** In addition to the terms and conditions of this Agreement, the Authority shall:

25.3.1. Provide adequate infrastructure for water and electric supply to the Depot during the Agreement Period;

25.3.2. Provide to the Operator the Bus Depot right to use to the Operator in accordance with the terms of this Agreement and Depot Lease Agreement

25.3.3. Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO, and allow the Operator to operate the buses on its behalf under these Licenses;

25.3.4. provide and install monitoring devices on the Contracted Buses to enable real time tracking (including but not limited to CCTV camera or Vehicle Tracking System);

25.3.5. establish and operate a Central Control Centre to: (i) register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this Agreement; and (ii) monitor and supervise the functioning of the Operator; (iii) maintain records and reports in relation to the implementation of the Project;

25.3.6. provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same;

25.3.7. conduct regular inspections of Contracted Buses and the Project at any time during the Agreement Period. The Authority may penalise traveller commuting without ticket in cash as determined by the Authority;

25.3.8. provide the right of use and right of way to the Operator, in respect of the space for parking of Contracted Buses/ maintenance depot, together with the right to use and right of way for such space only for the purposes set forth in this Agreement;

25.3.9. have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security

25.3.10. have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services

including safety, functionality and operability of the Bus Services.

## **26. INSURANCE**

### **26.1. Insurance During the Agreement Period**

26.1.1. The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Depot / Premises upto the end of the Agreement Period such, including but not limited to the following;

26.1.2. Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act for required for registration of Buses in name of Authority and insurance / RTO charges if any for all subsequent years of Agreement.

26.1.3. 100% replacement cost for any loss and damages to Authority's Property/Project Asset/Premises with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.

26.1.4. Operator's all risk insurance with the Authority as co-beneficiary;

26.1.5. Comprehensive third party liability insurance.

26.1.6. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.

26.1.7. Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (1) to (6) with the Authority as beneficiary/co-beneficiary.

26.1.8. The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all time during the Agreement Period. Operator shall be solely responsible in case of failure of its renewal.

26.1.9. Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the Agreement. Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses.

### **26.2. Evidence of Insurance Cover**

26.2.1. The Operator shall, from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence

of insurance) obtained by it in accordance with Operator Agreement.

26.2.2. If Operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Operator.

### **26.3. Application of Insurance Proceeds**

26.3.1. Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

26.3.2. The Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

26.3.3. For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset.

### **26.4. Validity of Insurance Cover**

26.4.1. The Operator shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Agreement Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

## **27. APPOINTMENT OF PROGRAM MANAGER**

27.1. The Authority, at its own cost, shall appoint a reputed firm having adequate experience of operation and maintenance of Urban Bus Operation, as "Program Manager". The Program Manager shall;

- a. Ensure compliance of the Performance Standards by the Concessionaire as per the provision of the agreement.

- b. Perform contract management and ensure enforcement of Agreement Conditions during the Agreement Period.
- c. Develop Operation Plan including Bus Deployment Plan for the Bus Service.
- d. Carryout Supervision, Monitoring and inspection of Buses, Depot development, maintenance and allied supporting system on behalf of the Authority.
- e. Evaluate and verify the invoices make recommendations in this regard.

## **28. OPERATION AND MAINTENANCE STANDARDS**

- 28.1. The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.
- 28.2. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan, and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.
- 28.3. The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without any causing disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:
- a. Fuelling
  - b. Water topping of radiators
  - c. Checking and topping of engine oils
  - d. Checking of tyres
  - e. Cleaning, sweeping and washing of buses including soap washing every week.
  - f. Attending to defects reported by drivers.
- 28.4. In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness and a pollution control certificate from the relevant authorities for all the Contracted Buses from time to time.
- 28.5. In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component/spare parts/hardware/software/instrument, then the Operator shall reinstall/re-instate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority.
- 28.6. The Authority or representative of the Authority shall monitor the replacement or re-installation done by the Operator and shall determine whether the replaced or re-installed bus component/spare parts/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/hardware/software/instrument is of an inferior quality then the Authority shall consider this



an Operator's Event of Default.

28.7. In the event of such breach in security, the Operator shall extend all co-operation to the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation thereof.

## **29. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM**

29.1. In the event that any damages or need for repairs or complete replacement to the Contracted Buses and repair of Bus Depot or any other asset provided by the Authority arises during the Agreement Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator.

29.2. Authority shall re-imburse the cost of to the operator for any such damage or loss, including for loss of full bus after deducting the insurance proceeds. In case of loss of full bus, operator shall replace the lost bus with another bus of broadly similar configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

29.3. For the purpose of this clause, "Vandalism" is defined as destroying or damaging Contracted Buses, deliberately and/or for no reasons attributable to omission of act or breach of obligation of the Operator by the persons other than the employee or sub-contractor of the Operator.

## **30. PERFORMANCE APPRAISAL SYSTEM**

30.1. Without prejudice to and notwithstanding any other provision of this Agreement pursuant to which the Operator shall follow the Performance Indicators provided in the Performance Appraisal System (PAS) placed as Annexure PA7. The Operator shall pay Liquidated damages or Receive Incentive as a resultant of the evaluation of daily, weekly and Monthly parameters for Bus Operation and Maintenance as defined in the PAS in detail. The parameters generally covers aspects of 1) Regulatory Compliance 2) Passenger Experience 3) Safety and 4) Vehicle upkeep.

30.2. The Authority, in consultation with the Operator, reserves the right to make modification in the frequency, nature and quantum of the Performance evaluation parameters during the course of the Agreement based on the experience gained in implementation of PAS.

30.3. The total damages payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category ("**Aggregate Damages**").

30.4. No damages or incentives shall be payable for first 3 months of Operations Period for purposes of fine tuning the operations.

30.5. In case Aggregate Damages payable by the Operator exceeds the 10% of invoice value

prescribed above for consecutive 5 (five) Payment Period, it shall be considered as breach of obligation by the Operator and shall entitle the Authority to consider it an Operator Event of Default in accordance with the provisions hereof.

30.6. The Authority may add/delete/change/modify the parameters on which Fines can be applied in consultation with Operator(s). At least [30 (thirty) days] prior notice shall be given to the Operator before such additional fines can be applied. Fines levied shall be supported by reports of inspection done by the Authority or its authorised representatives including the reports maintained by the Central Control Centre.

### **31. CONFIDENTIALITY OBLIGATIONS OF OPERATOR**

31.1. **Protection of Confidential Information:** The Operator shall not without Authority's prior written consent use, copy or remove any Confidential Information from Authority's premises, except to the extent necessary to carry out Operator's obligations hereunder. Upon completion or termination of each assignment hereunder, Operator shall return to Authority all documents or other materials containing Authority's Confidential Information and shall destroy all copies thereof.

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

31.2. Confidential Information shall not include information which:

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

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

**31.4. Intellectual Property Rights:**

31.4.1. Operator shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Authority in relation to the BUS SERVICE Project and any modifications thereto or works derived there-from shall be the exclusive property of Authority at all times and Authority shall retain all right, title and interest in and to the same. Provided however that the Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the BUS SERVICE Project on specific approval of the same by Authority.

31.4.2. After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed at the allotted sites by Operator for Authority under the BUS SERVICE Project for any purpose whatsoever.

31.4.3. For purposes of the Agreement the terms “software”, “software programs” shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Operator in relation to the BUS SERVICE Project pursuant to the Agreement.

31.4.4. Authority may in its sole discretion allow the use of any and all Buses used specifically for Authority in relation to the BUS SERVICE Project by Operator to a third party for the purpose of advertisements etc inside/outside the Buses.

**32. EVENT OF DEFAULT AND TERMINATION**

32.1. **Operator’s Event of Default:** Any of the following events shall constitute an Event of Default by the Operator (“**Operator’s Event of Default**”) unless such event has occurred as a result of a Force Majeure Event:

32.1.1. Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;

32.1.2. A resolution for voluntary winding up has been passed by the shareholders of the Operator;

32.1.3. Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or

- reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;
- 32.1.4. Operator fails to comply with the Applicable laws, rules and regulations.
  - 32.1.5. Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
  - 32.1.6. Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
  - 32.1.7. Operator is unable to supply Buses beyond the 60 day permitted delay period and beyond any additional period granted by the Authority in accordance with Clause 15.
  - 32.1.8. Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by the Authority.
  - 32.1.9. The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
  - 32.1.10. The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
  - 32.1.11. The Operator fails to payback the monthly instalment of the soft loan given for four consecutive quarters.
  - 32.1.12. The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement
  - 32.1.13. Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.
  - 32.1.14. Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided exceeds value of provided in the relevant clauses;
  - 32.1.15. Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
  - 32.1.16. Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.
  - 32.1.17. The Operator defaults in the repayment of the Soft Loan as per the Terms of Loan Agreement.

32.1.18. The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus from institutional Lenders such as Banks.

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

32.2.1. The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.

32.2.2. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

### **33. TERMINATION DUE TO EVENT OF DEFAULT**

**33.1. Termination for Operator's Event of Default:**

33.1.1. Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 ( Forty Five ) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("**Remedial Period**") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.

33.1.2. In the event of termination for an Operator Event of Default, the Authority shall:

a. In case such termination occurs due to non-supply of buses as per agreement conditions,

(i). Release bus(es) supplied to Authority by the Operator

(ii). Be entitled to invoke and retain the Performance Security amount in full;

(iii). Demand and get paid by the Operator in full the outstanding Loan Amount under the Soft Loan Agreement along with applicable interest.

b. In case such event occurs after COD

(i). Takeover peaceful possession without any Encumbrance of, Bus

Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.

- (ii). Be entitled to invoke and retain the Performance Security amount in full;
- (iii). Release bus(es) under operation from the duty.
- (iv). Demand and get paid by the Operator in full the outstanding Loan Amount under the Soft Loan Agreement along with applicable interest.

### **33.2. Termination for Authority's Event of Default**

33.2.1. Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 45 ( Forty Five )days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default, issue a Termination Notice.

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

- a. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- b. Takeover peaceful possession without any Encumbrance of all Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
- c. Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
- d. Release bus(es) under operation from the duty.

33.2.3. Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall Demand and get paid in full the outstanding Loan Amount by the Operator under the Soft Loan Agreement along with applicable interest.

### **34. FORCE MAJEURE**

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

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

- a. the nature and extent of the Force Majeure Event;
- b. the estimated duration of the Force Majeure Event;
- c. the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
- d. the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
- e. any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.

34.3. As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub-clause (a), the Parties shall, hold discussions in good faith in order to:

- a. assess the impact of the underlying Force Majeure Event;
- b. to determine the likely duration of Force Majeure Period; and
- c. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event;

34.4. The Affected Party shall during the Force Majeure Period provide to the other Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.

34.5. If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required in accordance with the terms contained herein;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect, and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with the Agreement; and
- f. any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

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

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

- a. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- b. Takeover peaceful possession without any Encumbrance of all Bus Depots, Terminals, and/or Parking, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator



- c. Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
- d. Release bus(es) under operation from the duty.

34.8. Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall pay any outstanding in full under the Soft Loan Agreement along with applicable interest.

### **35. CHANGE OF LAW**

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

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

Provided, *however*, Change in Law shall not include:

- a. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the date of execution of this Agreement;
- b. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Effective Date which is a matter of public knowledge;
- c. Any change in taxes, duties, levies, cess or any other form of charges;
- d. Non availability of any spare part, equipment, component due to price escalation or otherwise

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

- a. The nature and the impact of Change in Law on the Agreement and Project; and
- b. Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding sub-clause, the Authority and the Operator shall hold discussions in relation thereof.

### **36. HANDBACK ON TERMINATION**

36.1. The operator shall retain the title and ownership of Contracted Buses in relation to the Project under this Agreement during the Agreement Period.

36.2. After successful completion of agreement period, operator shall hand over all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

36.3. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover to the Authority free from Encumbrances the

peaceful possession of all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

36.4. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of all awarded/allotted Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

36.5. The Operator shall have no right to seek the transfer of the Bus Depot Area or any other Movable or immoveable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.

36.6. Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority.

## **37. DISPUTE RESOLUTION**

### **37.1. Amicable Resolution**

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

37.1.2. Either Party may require the Dispute to be referred to the Managing Director of BPTS for amicable settlement. Upon such reference, both the Parties and the Managing Director of BPTS shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 37.2 below.

### **37.2. Arbitration**

37.2.1. *Arbitrator:* In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding.

37.2.2. *Place of Arbitration:* The place of arbitration shall be City of Bhubaneswar.

- 37.2.3. *Language:* The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 37.2.4. *Procedure:* The procedure to be followed within the arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
- 37.2.5. *Enforcement of Award:* Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.
- 37.2.6. *Fees and Expenses:* The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.
- 37.2.7. *Performance during Arbitration:* Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **38. SUB CONTRACT**

The Operator shall not be allowed to sub contract any part of this Agreement except activities related to Depot Construction and bus maintenance with prior approval from the Authority.

### **39. INDEMNITY**

39.1. The Operator shall at all times, i.e. during the Agreement Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.

39.2. The Operator shall be liable for and make good any damages which may be caused to Authority or to third parties, for non-compliance of any of its statutory/contractual obligations and

responsibilities with respect to any party.

39.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.

39.4. The overall liability of the Operator under the Agreement, either through invocation of Performance Security or liquidated damages or fine or penalties or claim for indemnity), irrespective of whether the liability arises as a result of a single act or omission or a series of acts or omissions shall be limited to an amount equal to twenty per cent (20%) of the total payment received by the Operator in that Operation Year.

#### **40. MISCELLANEOUS**

##### **40.1. Governing Law and Jurisdiction**

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

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

40.2. **No waiver of rights and claims:** Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

40.3. **Schedules and Annexure:** All schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement.

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

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

If to Authority

(Name of the Concerned Official)

BPTS,

\_\_\_\_\_

\_\_\_\_\_

If to the Operator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All notices under this Agreement shall be in English.

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

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

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

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

40.8. **No Partnership:** Nothing herein contained shall be construed to constitute a partnership between Authority and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

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

40.10. **Representation and Warranties**

40.10.1. **Representation and Warranties of the Authority:** The Authority hereby represents, assures, confirms and undertakes to the Operator as follows:

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;

- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

**40.10.2. Representation and Warranties of the Operator:** The Operator hereby represents, assures, confirms and undertakes to the Authority as follows:

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

**40.10.3. Exclusion of Consequential Losses:** Notwithstanding anything to the contrary contained in this Agreement, the indemnities herein provided shall not include any claim or recovery in respect of; any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Concession Agreement.

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

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of BPTS

\_\_\_\_\_  
BHUBANESWAR PURI TRANSPORT SERVICES,

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Phone No.)

Email:

SIGNED, SEALED AND DELIVERED

For and on behalf of by: \_\_\_\_\_

\_\_\_\_\_  
-----

**Annexure – PA1: FORMAT OF LETTER OF AWARD**

Ref.No:           \*\*\*\*\*

Date:            \_\_/\_\_/2017

To

\_\_\_\_\_

\_\_\_\_\_

**[Hereinafter referred to as the “Selected Bidder”]**

**Kind Attn: Ms/Mr. \_\_\_\_\_(Authorized Signatory)**

**Ref:**

1

2

3

**Sub:** Letter of Award (LOA) for Package - \_\_\_\_\_ (Hiring of Services for Provision / Refurbishment, Operation and Maintenance City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis).

**Dear Sir,**

- 1) Please have reference to
  - a. The above referred RFP issued by Bhubaneswar Puri Transport Services (hereinafter referred to as “**Authority**”), towards submission of Technical and Financial bids, in accordance with the Request for Proposal ; and
  - b. Your Technical and Financial bids dated \_\_\_\_\_read with subsequent correspondences (collectively the “**Proposal** ”) for Operation of buses on Operate and Maintain basis through Gross Cost Contract for Bus Service.
  - c. Negotiation meeting held on \_\_\_\_\_ at Bhubaneswar (“**Negotiation Meeting**”) between Authority and your firm at Bhubaneswar.
- 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 Bus Operator 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 technical and Financial Bids submitted by your firm M/s. \_\_\_\_\_ and negotiation held on \_\_\_\_\_with you, your firm has been identified as the Successful Bidder. Accordingly, this LOA is being issued to you by Authority, for undertaking the Contract for Operation of buses on Provision / Refurbish, Operate and Maintain basis through Gross Cost Contract for Bus Service in Bhubaneswar- Puri and Cuttack, subject always & exclusively to the terms hereof, the RFP and the Agreement to be



executed as per the terms of the RFP, at the Aggregate Bus Operating Cost as referred in your Financial Proposal and as agreed between us are detailed below:

Sr. No	Package Number	Quantity of buses (Nos)	Quoted Aggregate Bus Operating Cost for 1 <sup>st</sup> year (Exclusive of GST)
1			
2			

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

- 4) Further, as per Clause 20 of the Vol II of the RFP, you are required to furnish unconditional and irrevocable Bank Guarantee (**BG**) of \_\_\_\_\_ (Rs. \_\_\_ Only) each, in favor of \_\_\_\_\_, from a Scheduled Bank, payable and enforceable at Bhubaneswar, towards the **Performance Security**, in the format prescribed as part of the RFP. The BG shall be submitted prior to signing of the Bus Operator Agreement.
- 5) It is further clarified that the BG towards Performance Security shall, in accordance with the provisions of the RFP and the Agreement, be maintained in full force and effect for the entire period of Contract, as defined and provided in the Volume 2 of the RFP, and if in case the availability of Bank Guarantee from the Banks for the length of the Contract is difficult to obtain, then the initial Guarantee maybe submitted valid for a period of 2 years, and which shall have to be renewed 45 days before its expiry.
- 6) You are further requested to execute with Authority, within 15 (Fifteen) days from the issuance of LOA, the Bus Operator Agreement, in the form set forth in the Volume III of the RFP.
- 7) 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 Proposal 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 Selected 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 Selected 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 Selected 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 Proposal or cancellation/revocation of this LOA, howsoever and whatsoever caused.

- 8) The Selected Bidder shall indemnify and keep indemnified Authority, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel etc., pursuant to or in relation to this LOA, the RFP or the Bus Operator Agreement.
- 9) Subject to the provisions of (Clause 7) hereinabove, the arbitration clause here-under shall be a final and binding agreement between Authority and the Selected Bidder and shall survive the cancellation/ revocation /annulment of this LOA:
  - (i) Any and all disputes controversy or claim, arising out of this LOA or the rights and obligations of the Authority and the Selected Bidder, under this LOA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LOA, shall be settled by arbitration by a sole arbitrator to be appointed by Authority or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.
  - (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The venue of arbitration shall be at Bhubaneswar, India and it shall be conducted in the English language.
  - (i) The arbitral award shall be in writing, state the reasons for the award and be final and binding on Authority and the Selected Bidder. The award may include an award of costs, including reasonable attorney's fees and disbursements.
  - (iv) The LOA shall be governed by the laws of India and all matters arising out of or relating to this LOA, the courts at Bhubaneswar, India shall have exclusive jurisdiction.
- 10) It may additionally be noted that this LOA is only intended to convey Authority's acceptance of your Proposal, 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.
- 11) 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 seven (7) 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**

**AGREED and ACKNOWLEDGED BY**

We, **M/s** \_\_\_\_\_ (the 'Selected Bidder'), a company incorporated under the \_\_\_\_\_ (Indian Companies Act, 1956/ Registered Partnership firm/ Registered Proprietorship) and having its registered office at \_\_\_\_\_ do hereby acknowledge the receipt of the LOA and undertake to absolutely and unconditionally comply with the terms and conditions contained herein.

SIGNATURE: \_\_\_\_\_

NAME OF AUTHORIZED. SIGNATORY: Mr. [.....]

**Annexure – PA2: Format of Bank Guarantee for Performance Security**

To

**Managing Director  
Bhubaneswar Puri Transport Services  
BMC Campus, Kalpana Square,  
Vivekananda Marg,  
Bhubaneswar-751 014, Odisha.**

Agreement No. .... Date .....

This Deed of Guarantee made this day of \_\_\_\_\_2017\_\_\_ between Bank of \_\_\_\_\_(hereinafter called the “Bank”) on the one part, and \* \_\_\_\_\_(hereinafter called “the Authority”) of the other part.

Whereas Authority has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: \_\_\_\_\_ (Name of Operator) (hereinafter called the Operator).

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).

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 Operator. 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.

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.

This Guarantee is valid for a period of \_\_\_\_\_ (Duration in \_\_\_days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least \_\_\_days/months longer than the anticipated expiry date of the Bus Operator Agreement (as the case may be) as stated in the ‘RFP / Bus Operator Agreement’. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.

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 Bus Operator Agreement, 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.

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Operator.

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.

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.

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 authorised.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorised 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

**Annexure – PA3: Draft Loan cum Hypothecation Agreement for Purchase of New Buses**

**THIS LOAN CUM HYPOTHECATION AGREEMENT**(“Agreement”) is made on the \_\_\_\_\_ day, \_\_\_\_\_ month and \_\_\_\_\_ year

**Between**

**Bhubaneswar Puri Transport Services, a company registered under the Companies Act 1956** having its registered office at \_\_\_\_\_  
\_\_\_\_\_ and (hereinafter referred to as “**BPTS**”) of the **ONE PART**.

**AND**

The Borrower(s), details whereof is/are more particularly described in the Schedule 1 Loan Summary appended to this Agreement and hereinafter referred to as the “Borrower(s)” ( which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, where the Borrower(s) is/are an individual, his / her heirs, executors and administrators; where the Borrower(s) is/are a sole propriety firm, the person whose name appears as sole proprietor and shall include his heirs, executors, administrators and legal representatives and permitted assigns; where the Borrower(s) is/are a partnership firm, the partners or the partners for the time being of the said partnership firm, the survivor of them and the heirs, executors and administrators of the partners; where the Borrower(s) is/are a company, its successors and assigns; of the **SECOND PART**

Reference to any gender shall include all genders and reference to the single number shall include reference to Plural numbers and vice versa in the context thereto.

**WHEREAS:**

- i) The BPTS has decided to provide Soft Loan pursuant to the provisions of this loan agreement, to the “Selected Bidder” through a competitive bidding vide RFP for Selection Of Bus Operator for Provision/Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis, for faster procurement of New Buses of the quantity and specifications provided in the abovementioned RFP.

- ii) The Borrower(s), by virtue of being Selected Bidder for the aforementioned RFP, is eligible to avail the Soft Loan for the amount mentioned in the Clause 6 of the Bus Operator Agreement.
- iii) The Loan Agreement shall be considered as an independent Agreement on its own accord from the Bus Operator Agreement and shall be attached for purposes of clarity to the latter as Annexure 1. In the event of Termination of Bus Operator Agreement, the terms of this Loan Agreement shall remain unaffected and vice versa.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

## **1. DEFINITIONS**

1. **“Agreement”** means this Loan cum Hypothecation Agreement, the all the schedules including Loan Summary attached hereto and repayment schedules, annexure attached now or hereafter as forming part of this Agreement and any annexure, exhibits or other addenda attached now or hereafter to this Agreement from time to time.
2. **“Additional Interest”** means the charges assessed for a payment delayed beyond the due date of installment.
3. **“Electronic Clearing Services”** or **“Debit Clearing”** or **“ECS”** means debit clearing services notified by Reserve Bank of India, participation in which has been consent to in writing by the Borrower(s) for facilitating payment of installments as more particularly set out in the Schedule 1: Loan Summary.
4. **“Equated Monthly Installments” (“EMI”)** means the amount payable every month by the Borrower(s) to BPTS comprising of Interest or as the case may be principal and interest and as set out in the Schedule 1: Loan Summary.
5. **“Loan/Soft Loan”** means the principal amount of the loan stated in the Loan Summary up to which BPTS may lend and advance to the Borrower(s), and includes where the context

so requires, the outstanding amount of the Loan including the principal amount, interest and any amount payable by the Borrower(s) under this Agreement.

6. **“Loan Summary Schedule”** means the schedule attached to this Agreement, pertaining to the Loan and forming an integral part of this Agreement.
7. **“Person”** includes but not limited to an partnership firm, company, proprietorship firm.
8. **“Pre Equated Monthly Installment Interest” (“PEMII”)** means the amount of interest payable by the Borrower(s) at interest rate indicated in the Loan Summary Schedule on the Loan from the date/ respective date of disbursement of the Loan upto the date of commencement of EMI.
9. **“Rate of Interest” or “Interest Rate”** means the interest rate charged by BPTS on the Loan.
10. **“Repayment Schedule”** means the schedule of payments of the principal and interest in the amounts and on the dates, specified in the Loan Summary Schedule.
11. **“Standing Instructions” (“SI”)** means written Instructions issued by the Borrower(s) to its bank to debit the account of the Borrower(s) maintained with bank for an amount equal to installment for payment to BPTS for repayment of the Loan as more particularly set out in the Loan Summary Schedule hereto.
12. **“Vehicles(s)”** means the vehicle(s), as the case may be, and more particularly described in the Loan Summary, to this Agreement, the purchase where of is being financed by BPTS.

The Clause headings are for ease of reference only and do not affect the construction of this Agreement. Reference in this Agreement to a statutory provision shall include reference to any statutory modification or re-enactment thereof. References herein to Clauses are, unless otherwise stated, references to Clauses of this Agreement



## **2. LOAN AMOUNT AND INTEREST**

### **2.1. Amount of Loan:**

BPTS, at the request of the Borrower(s), agree(s) to lend to the Borrower(s) and the Borrower(s) agree(s) to borrow from BPTS, an amount not exceeding the maximum principal amount as set out in the Loan Summary Schedule, on the basis of, and subject to the conditions, terms, and covenants herein set forth. The Loan Summary Schedule shall be deemed to form an integral part of this Agreement as if the same were annexed hereto or set out herein extenso.

### **2.2. Interest:**

- (a) The Borrower(s) shall pay interest on the principal amount of the Loan advanced and outstanding from time to time, at the rate specified in the Loan Summary Schedule (exclusive of applicable interest tax). Interest and other charges shall be computed on the basis of three hundred sixty five (365) days in a year. The Interest on the Loan shall be calculated on actual daily outstanding balance basis computed with monthly rests, and the Interest shall be rounded off to the next rupee. The Interest on the Loan shall begin to accrue from the date of disbursement of the Loan /issuance of loan cheque/, irrespective of the time taken for transit, collection, realization of the cheque by the Borrower(s) or his bank.
- (b) The interest rate shall remain fixed throughout the contract period irrespective of the applicable regulation, conditions in the money market conditions, and no further consent or concurrence of the Borrower(s) shall be required in respect thereof.
- (c) Interest Tax as may be applicable on the Loan shall be borne by the Borrower(s). Borrower(s) shall reimburse or pay to BPTS, on demand, the amount paid or payable by it to any Government authority or any other regulatory agency whether in India or abroad on account of any interest Tax or other tax levied by such Government authority or agency on the interest or any other amount payable to BPTS.
- (d) Without prejudice to BPTS's other rights, interest as aforesaid and other amounts payable by the Borrower(s) shall be charged/debited to the Borrower(s) Loan account

on respective due dates and shall be deemed to form part of the outstanding Loan amount.

- (e) Where the Loan facility is being availed by the Borrower(s) for purchase of the Buses, the Loan will be disbursed directly to the manufacturer / dealer or distributor and all Loan(s) thus disbursed/ paid by BPTS to the manufacturer / dealer or distributor shall be deemed to be Loan granted to and availed by the Borrower(s). The Loan is being availed by the Borrower(s) against hypothecation of the Buses being purchased. The amount of the Loan will be disbursed by BPTS subject to compliance by the Borrower(s) with the terms and conditions provided in this Agreement. The Loan may be disbursed in full or in installments as per the payment terms decided between Bus Manufacturer and the Borrower or in such other manner as may be decided by BPTS from time to time and the decision of BPTS in this regard shall be final, conclusive and binding on the Borrower(s). The Loan amount shall be disbursed to the Borrower(s) net of all initial payments towards Pre Installment Interest, advance installment, documentation charges, Loan Processing charges, premium for insurance (if applicable) etc. If so required by BPTS, the Borrower(s) shall acknowledge receipt of each disbursement, in the form required by BPTS.
- (f) Notwithstanding anything contained herein, the Borrower(s) shall avail of the Loan within 30 days from the date of this Agreement failing which BPTS shall not be under any obligation to grant / disburse the Loan to the Borrower(s).
- (g) Where the Loan has been availed by the Borrower(s) for purchase of number of Buses as specified in the Bus Operator Agreement, it is specifically understood and agreed by the Borrower(s) that BPTS will for accounting convenience and purposes, be reflecting / subdividing the Loan amount into separate sub accounts corresponding to the number of Vehicles purchased.

### **2.3. Term of the Loan:**

The Term of the Loan shall be as set out in the Schedule 1: Loan Summary attached hereto.

#### **2.4. Terminal Dates for Disbursements:**

Notwithstanding anything contained in this Agreement, BPTS may, by notice to the Borrower(s) terminate the right of the Borrower(s) to disbursements under the Loan, if the request for such disbursement shall not have been made within 30 days from the date of this Agreement or by such extended date as may be agreed upon by BPTS in writing.

### **3. CONDITION PRECEDENT TO DISBURSEMENT OF THE LOAN**

3.1. The obligation of BPTS to make the disbursement of the Loan shall be subject to the condition that:

- (a) The Borrower(s) is a Selected Bidder / Operator as result of the bidding process carried out by BPTS vide The RFP for For Hiring of services for Provision/Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis in Three Packages..
- (b) The Borrower(s) submits a valid receipt from the Manufacturers for the payment made to its own contribution in terms monies in purchase of Buses.
- (c) No Events of Default as defined in Article 8 and no event which, with the lapse of time or notice and lapse of time as specified in the said Article would become an Event of Default, shall have happened and be continuing.
- (d) The Borrower(s) shall have satisfied BPTS at the time of requesting for disbursement that the same is required by the Borrower(s) for purchasing Vehicles and/or refinance against Vehicle(s) the Borrower(s) shall produce evidence satisfactory to BPTS for the proposed utilization of the Loan.
- (e) No extraordinary circumstances shall have occurred which shall make it improbable for the purpose for which Loan is provided to be carried out and/or for the Borrower(s) to fulfill its obligations under this Agreement.
- (f) The Borrower(s) shall create security and or guarantees for the repayment of the Loan with interest in favour of BPTS as may be required by BPTS.

(g) The Borrower(s) shall secure to the satisfaction of BPTS the principal amount of the Loan together with all interest, liquidated damages, costs, charges and expenses and all other moneys whatsoever due and payable by the Borrower(s) to BPTS in respect thereof, by creating the following securities ("the said Securities") in favour of the BPTS:

i. the Borrower(s) shall create a first charge by way of hypothecation over the Buses to be purchased out of the Loan, whether now in possession or which will come into the possession of the Borrower(s) and as described in general terms in the Supplemental Schedule hereto;

(h) The Borrower(s) shall create and perfect the said Securities as contemplated in Clause 4.1(f) hereof, to the satisfaction of BPTS and execute all necessary documents as may be stipulated by BPTS.

#### **4. REPAYMENT/ PREPAYMENT**

##### **4.1. Repayment**

(a) The Borrower(s) obligation to repay the Loan on the expiry of the term is absolute. The Borrower(s) shall repay the Loan amount along with interest in monthly installments as per the Repayment Schedule as set out in the Loan Summary. The due date for repayment of the Installments shall be date as set out in Loan Summary Schedule. Notwithstanding anything to the contrary contained in this Agreement, the Loan shall be repayable on demand and BPTS shall have the right to be paid forthwith on demand the entire outstanding Loan amount along with all other dues including interest, in respect of the Loan.

(b) Payment of EMI will start with COD (as defined in the Bus Operator Agreement) of the Particular Bus or Lot of Buses. The Borrower shall pay the EMI as per the provisions of this agreement for the full month irrespective of the date of COD.

(c) Notwithstanding Article 3.1(a) above and the Repayment Schedule, BPTS shall have the right at any time or from time to time to review and reschedule the Repayment Schedule in such manner and to such an extent as BPTS may, in its sole discretion,

decide and the repayment will thereupon be made as per the revised Repayment Schedule.

- (d) Until the commencement of the installments, the Borrower(s) shall make monthly payment of Pre Equated Monthly Installment Interest every month as applicable, and each such monthly interest payment shall be at the rate of interest stated in the Loan Summary Schedule.
- (e) In the event of the Borrower(s) committing a default in the payment of any sum due hereunder, whether by way of repayment of the outstanding balance of the Loan or by way of payment of interest or any payment due and payable by the Borrower(s), or the Borrower(s) committing any breach or default of any other condition of this Agreement or under any other instrument in respect of the Loan, the Borrower(s) shall, in respect of the outstanding amount and in respect of the interest or other amount in default, pay Additional Interest at the rate specified in the Loan Summary Schedule hereto with monthly rests or at such periods of rest as BPTS may notify in writing from time to time, from the date of default till the date of payment. The Borrower(s) expressly agree(s) that the rate of such Additional Interest is a fair estimate of the loss likely to be suffered by BPTS by reason of such delay/ default on the part of the Borrower(s). The payment of Additional Interest shall not absolve the Borrower(s) of the other obligations including to make timely payments and/or in respect of such default or affect any of the other rights of BPTS including in respect of the default. It is expressly specified that the above is in addition to and BPTS expressly reserves all the other rights that may accrue to it on any default by the Borrower(s). In addition and without prejudice to what is stated hereinabove, the Borrower(s) shall also be liable for all costs, charges and expenses which BPTS may pay or incur in any way resulting from the default.
- (f) The Borrower(s) shall bear and pay to BPTS fees and charges as specified in the Loan Summary Schedule, which would include but not limited to Pre-EMI Interest (if applicable), and other charges such as cheque bounce charges, cheque/ECS swap charges, additional interest and any statutory charges or otherwise, payable in respect of the Loan. BPTS shall be entitled to revise the above fee/charges without any notice to the Borrower(s). In addition to the above charges the Borrower(s) shall also bear, pay and reimburse to BPTS, all charges relating to interest tax, GST, duties (including stamp duty), and taxes (of any description as may be levied from time to time by the

government or other authority) and all other cost and expenses whatsoever in connection with (a) application for and the grant and repayment of Loan;(b) recovery and realization of the Loan together with interest;(c) enforcement proceedings, if any.

- (g) The Pre-EMI Interest, insurance premium, in connection with the Loan will be deducted from the Loan and only the net amount of the Loan after the deduction of such fees and/or charges shall be disbursed to the Borrower(s).
- (h) The Borrower(s) shall during the currency of the Loan bear all taxes (including GST) as may be applicable or as may be levied by the Government or any Government body or authority in relation to the Loan.
- (i) All payment to be made by the Borrower(s) to BPTS shall be made free and clear of and without any deduction for or on account of any taxes. If the Borrower(s) is required to make such deduction, then, in such case, the sum payable to BPTS shall be increased to the extent necessary to ensure that, after making such deduction, BPTS receives and retains (without any liability for such deduction) a sum equal to the sum which it would have received had such deduction not been made or required to be made.
- (j) The Borrower hereby acknowledges and confirms that he/she/it is aware and accepts that all fees, charges etc. paid by the Borrower to the Lender at the time of documentation pertaining to the Loan are towards the one-time costs and/or expenses incurred or to be incurred by the Lender including but not limited to sourcing, verification and legal expenses in connection with the Loan.
- (k) The Borrower(s) agree(s) declare(s) and confirm(s) that notwithstanding any of the provisions of the Contract Act or any other Law or any of the terms and conditions contained in the Agreement and or any security documents, any payment(s) shall unless otherwise agreed to by BPTS in writing be appropriated in the manner following:
  - 1. First towards costs, charges, expenses and other monies, due and payable to the BPTS;
  - 2. Secondly towards interest due and payable and / or accruing due and payable to BPTS and

3. Lastly towards repayment of the amount of any installment(s) of the Principal sums due and payable or becoming due and payable to BPTS.

Provided however that BPTS reserves the right to appropriate the moneys received in any other manner as it may deem appropriate at its sole discretion.

#### **4.2. Method of Repayment**

BPTS shall deduct EMI from the invoices raised by the Borrower to receive payment for Bus Operation Cost. Nothing withstanding above, as remedy of the event being the Loan repayment tenure exceeds Bus Operation agreement period, on account of early termination due to event of defaults or force majeure events or whatsoever, the Borrower(s) has / have agreed to issue Post-Dated Cheques (PDCs) for entire tenure of loan to repay the balanced Loan amount and interest thereon, such PDCs shall be deemed to have been given for adequate consideration already received by the Borrower(s). The Borrower(s) shall maintain adequate balance for realization of the PDCs on their due dates for payment. It is expressly agreed that Borrower(s) shall at no point of time close the bank account from which the said PDCs have been issued or issue any communication to the bank for stopping the presentment of the said PDCs. The Borrower(s) acknowledge(s) that any dishonour of PDCs issued by the Borrower(s) would make the Borrower(s) liable to pay cheque dishonour charges as applicable as decided by BPTS based on applicable guidelines from time to time for each such act of dishonour. It is expressly specified and agreed that the levy of such charge is without prejudice to all other rights of BPTS under the law, whether under Negotiable Instruments Act, 1881, the Indian Penal Code, 1860 or otherwise howsoever. It is also further agreed and understood that non-presentation of the PDCs or any of them on part of BPTS for any reason whatsoever, shall not in any manner affect the liability of the Borrower(s). If the PDCs delivered to BPTS by the Borrower(s) pursuant to the terms of this clause is / are lost, destroyed or misplaced while in the custody of BPTS; or become non encashable due to death, insolvency, lunacy, termination of authority or otherwise of the signatory or any or more of the signatories(if more than one) or the liquidation of the drawee bank; or requires replacement for any reason whatsoever in the discretion of BPTS, then in that event, the Borrower(s) shall within three working days of receipt of such intimation from BPTS substitute / replace any such PDCs with a fresh PDCs payable for the same amount as the previous PDCs which is/are being

substituted. Should the Borrower(s) wish to swap / interchange the PDCs from one bank to another bank, the Borrower(s) may do so by paying BPTS swap charges as applicable as per BPTS's internal policies from time to time.

#### **4.3. Prepayment:**

The Borrower may prepay the entire Loan together with interest outstanding thereon at any time during the course of Loan Repayment Tenure. No amount that has been prepaid shall be re-borrowed by the Borrower(s).

#### **4.4. Delay In Payment:**

In the event of the Borrower(s) shall pay in full the Loan amount and other amounts without any default and without claiming any set off or counterclaim on the respective dates on which the sums are due. No notice, intimation or reminder shall be given to Borrower(s) regarding its obligation to pay such amounts on the due dates. Without prejudice to BPTS's other rights, in case of delay in payment within due date, BPTS shall charge the Borrower(s) Additional Interest.

#### **4.5. Liability to be Joint and Several:**

Where the Loan is provided to more than one Person /entity as Borrower(s) and /or Co-Borrower(s) then, notwithstanding anything herein stated, the liability of the Borrower(s) and Co-Borrower(s) to repay the Loan together with interest and to fulfill the obligations under this Agreement shall be joint and several and co-extensive.

4.6. Any charges payable under this clause no. 3 or any other clause in this Agreement may be waived by BPTS at its sole discretion and the decision of BPTS will be final and without any recourse by the borrower.

4.7. In the event the Borrower remits/pays any amounts in excess of the amounts due to BPTS under the Loan, BPTS shall refund such excess amounts.



## 5. SECURITY

5.1. In consideration of BPTS having agreed to grant the Loan to the Borrower(s), the Borrower(s) hereby hypothecate(s) to, and charges in favour of BPTS as and by way of a first and exclusive charge thereon, the Buses to be purchased out of the Loan, whether now in possession or which will come into the possession of the Borrower(s) and as described in general terms in the Loan Summary Schedule hereto (which are hereinafter collectively referred to as the "Hypothecated Assets") as exclusive security for the due payment and repayment of monies including the Loan amount, interest(s), additional interest(s), interest in case of default, commission, costs, charges, expenses and all other monies whatsoever and howsoever due, owing and payable by the Borrower(s) to BPTS in respect of or in anywise concerning or relating to the Loan granted/agreed to be granted by BPTS to the Borrower(s). Any additions, improvements or attachments to the said Hypothecated Assets whether made and carried out by the Borrower(s) or otherwise and whether at the cost of the Borrower(s) or otherwise and whether with or without the approval of BPTS shall be deemed to constitute part of the Hypothecated Assets and shall be subject to the terms and conditions of this Agreement in the same manner as the Hypothecated Assets prior to such addition/improvement or attachment.

5.2. The hypothecation shall be deemed to take place immediately on signing of this Agreement or delivery of the Buses as the case may be whichever is earlier. The Borrower(s) undertake(s) to supply the details of the Buses purchased out of the Loan along with copy of the invoice within three days of the delivery of the Buses. The said details shall be deemed to form part and parcel of this Agreement. In the event the Hypothecated Buses are treated as 'Motor vehicle' or vehicle under the provisions of the Motor Vehicles Act, 1988, the Borrower(s) shall register the said Buses and get an endorsement on the registration certificate that the Buses are held under "Loan cum Hypothecation Agreement" with "Bhubaneswar Puri Transport Services". The Borrower(s) undertake(s) to supply the registration certificate within three days of receipt of the registration number from the Regional Transport Authority. The said details shall be deemed to form an integral part and parcel of this Agreement. If the Borrower(s) is a company registered under the Companies Act, 1956, the Borrower(s) further undertake(s) to have the charge created herein registered with the Registrar of Companies under Section \_\_\_\_ of the Companies Act, 2013.

- 5.3. The Borrower(s) further agree(s) that the Hypothecated Assets shall also be continuing security for (a) all other monies that may be due and payable by the Borrower(s) to BPTS on any account whatsoever, whether present or future, including the liability of the Borrower(s) as a surety or co-obligator either simply or along with any other person.
- 5.4. The Borrower(s) agree(s) with and undertake(s) to BPTS that BPTS shall have an exclusive charge over the Hypothecated Assets and that the Borrower(s) shall not create any manner of interest in the Hypothecated Assets or any of them in favour of any other person or body, except with the prior written consent of BPTS. The charge / security created by the Borrower(s) under this Agreement shall continue and remain in force till such time all other dues under this Agreement and in respect of all other loan / facility obtained / to be obtained by the Borrower(s) from BPTS are fully discharged and BPTS issue a Certificate of Discharge. The security created under this Agreement and the liability of the Borrower(s) shall not be affected, impaired or discharged by the winding up (voluntary or otherwise) or by any merger or amalgamation, reconstruction, takeover of the management, dissolution or nationalization (as the case maybe) of the Borrower(s). The Borrower(s) covenant(s) that the security provided by him shall remain valid for the amounts due to BPTS or any other financial benefits obtained by the Borrower(s) from BPTS.
- 5.5. If at any time during the subsistence of this Agreement, BPTS is of opinion that securities provided by the Borrower(s) has become inadequate to cover the balance due to BPTS, then, on BPTS advising the Borrower(s) to that effect, the Borrower(s) shall provide and furnish to BPTS, to the satisfaction of BPTS, such additional security as may be acceptable to BPTS to cover such deficiency. The Borrower(s) further undertake(s) to such other documents as may be required by BPTS from time to time in regard to the said Loan.
- 5.6. The Borrower(s) hereby declare(s) that all the present Hypothecated Assets are the absolute property and in the sole ownership of and at the sole disposal of the Borrower(s) and free from any charge, mortgage, lien or encumbrance of any nature. The Borrower(s) shall not remove or cause to be or permit to be removed any of the Hypothecated Assets from any of the premises, of the Borrower(s) or wheresoever otherwise they may be kept or divert or cause or permit any of the Hypothecated Assets to be diverted while in transit.

- 5.7. The Borrower(s) shall pay all rents, taxes, outgoings and other charges in respect of the bus depot, garages, service and other premises in which the Hypothecated Assets are stored or may be kept. The Borrower(s) shall also ensure that such bus depot, garages and other premises are fully insured to the extent of the full market value thereof against loss or damage from fire, arson, civil commotions, riot and such other risks as BPTS may direct. The Borrower(s) shall duly and punctually pay all premium on such policies as and when due and shall produce to BPTS for inspection the original receipts and furnish duly certified copies thereof for the BPTS's record. The Borrower(s) shall ensure that such policies are kept alive during the subsistence of this security and the Borrower(s) shall not do or permit to be done anything by reason of which such insurance may be cancelled. The Borrower(s) shall assign to BPTS every such policy of insurance and shall pay to BPTS all proceeds of any policy received by the Borrower(s).
- 5.8. In the event of the Borrower(s) failing in its obligations aforesaid, BPTS, may at its discretion, pay such rents and outgoings and insure the premises or garages / depot and the Borrower(s) hereby undertake(s) to reimburse BPTS all monies so paid by BPTS for the purpose. The reimbursement shall be made on demand by BPTS and in default of such payment, BPTS shall be at liberty to debit the amount so paid to the Loan Account of the Borrower(s) with BPTS and such amount shall thereafter carry interest at the rate applicable to the Loan.
- 5.9. The Borrower(s) shall keep the Hypothecated Assets fully and comprehensively insured from time to time against all risks such as accident, fire, lightning, earthquake, flood, riots, civil, commotion, war, theft, pilferage, third party liabilities and such other risks as may be stipulated by BPTS from time to time, to the extent of full market value thereof. The insurance shall be in joint names of the Borrower(s) and BPTS and the copies policies of insurance and renewal notes shall be deposited with BPTS. The Borrower(s) shall duly and punctually pay all the premia on such policies as and when due and shall produce to BPTS for inspection the original receipts and furnish duly certified copies thereof for BPTS record. The Borrower(s) shall ensure that such policies of insurance are kept alive during the subsistence of this security and the Borrower(s) shall not do or permit to be done anything by reason of which such insurance may be cancelled.
- 5.10. On default of the Borrower(s) to keep the Hypothecated Assets insured as aforesaid, BPTS may, at its discretion, but without any obligation to do so, effect insurance of the

Hypothecated Asset and/or pay the premia in respect thereof and the Borrower(s) hereby undertake(s) to reimburse BPTS on demand all the amounts paid and/or incurred by BPTS in doing so and on default of payment of such amounts by the Borrower(s), BPTS shall be at the liberty to debit such amounts to the Loan Accounts of the Borrower(s) with BPTS and such amounts shall carry interest at the rate applicable to the Loan.

- 5.11. If any amount is received from an insurance company under any policy or policies of insurance, the amount so realised may, at the sole discretion of the BPTS, be utilised in replacement of the lost or damaged Hypothecated Assets or in liquidation of the liability of the Borrower(s) to BPTS under these presents.
- 5.12. The Borrower(s) shall keep and maintain the Hypothecated Assets in good condition at the cost and risk of the Borrower(s) in all respects and the Borrower(s) shall be liable for any loss or damage caused to the Hypothecated Assets for any reason whatsoever, including theft, damage by weather and deterioration in quality.
- 5.13. The Borrower(s) shall not encumber or transfer the Hypothecated Assets in any manner whatsoever without the express consent in writing of BPTS. The Borrower(s) undertake(s) to get the registration certificates of each Hypothecated Asset endorsed with the name of BPTS to further express the fact that the Assets stands hypothecated to BPTS. Any direct or indirect transfer of the Hypothecated Asset would be deemed to be criminal breach of trust and a case of cheating entitling BPTS to inter-alia adopt criminal proceedings against the Borrower(s).
- 5.14. The Borrower(s) shall, as on the last day of each six month, furnish to BPTS statements regarding the Hypothecated Asset such as full description thereof, market value, the place or places where they are located / parked or whether they are in transit and if so the details thereof. Such statements shall be delivered to BPTS within 10 working days from the date to which the statement relates and shall be authenticated by an authorized official of the Borrower(s). The statements shall be in such form as may be prescribed by BPTS from time to time and supported by such evidence as may be required by BPTS. In addition, the Borrower(s) shall furnish to BPTS, as and when required by BPTS so to do, such information regarding the Hypothecated Assets and about the Borrower(s)'s business, as may be required by BPTS.

5.15. If so required by BPTS, the Borrower(s) shall cause to be displayed at all places whereby any of the Hypothecated Assets may be kept, sign boards prominently indicating that the Hypothecated Assets are Hypothecated to BPTS; the sign boards to be displayed in such manner and form as may be required by BPTS.

5.16. The Borrower(s) hereby declare(s) that all the Hypothecated Assets are free from any encumbrance whatsoever and past encumbrances, if any, have been fully cleared to the complete satisfaction of the person in whose favour such encumbrance was created. The Borrower(s) further declare(s) that the said Hypothecated Assets and all documents relating thereto shall be held in trust by the Borrower(s) for BPTS in the capacity of a bailee. The Borrower(s) shall further ensure(s) that no charge or encumbrance is created on the Hypothecated Asset or any of them and that nothing is done that may adversely affect the security created hereby on the Hypothecated Assets in favour of BPTS.

5.17. The Borrower(s) covenants with BPTS that the Borrower(s) shall appraise BPTS of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower(s) to repay the said Loan or interest thereon or likely to affect the security for the said Loan or the obligations of the Borrower(s) to BPTS in respect of the said Loan.

5.18. Without prejudice to the generality of the provisions contained in the preceding sub-clauses, the Borrower(s) hereby agree(s) with, and undertake(s) to, BPTS that the Borrower(s) shall forthwith inform BPTS on the occurrence or likely occurrence of, inter alia, any of the following events, namely,

(i) institution of any legal proceedings against the Borrower(s) by any persons making a claim for money against the Borrower(s), or enforcing against the Borrower(s);

(ii) any damage to the Hypothecated Assets for any reason whatsoever;

(iii) any distress or other proceed of court being taken against Hypothecated Assets;

(iv) the occurrence of any event which is likely to affect the Borrower(s)'s business, including financial condition, industrial action, steps taken by authorities for recovery of statutory, dues, etc.

(v) If there is a change in constitution or ownership of the Borrower(s) which in the opinion of BPTS is adverse.

5.19. The Borrower(s) shall produce the Hypothecated Asset before BPTS whenever called upon by BPTS to do so, to enable BPTS to take inspection of the said Hypothecated Asset. The Borrower(s) further agree(s) that BPTS and its authorised representatives, servants and agents shall be entitled to take inspection of the said Hypothecated Asset at all times and shall for the purpose thereof be entitled without any notice, to enter upon the premises depot or godowns or garages where the Hypothecated Assets are lying or kept and if necessary to break any such place of storage.

5.20. The Borrower(s) will comply with all the rules, laws and regulations relating to the possession, operation and use of the motor vehicle as may be applicable from time to time and assumes all risks and liabilities arising from or pertaining to the possession, operation or use of the motor vehicle. The Borrower(s) does hereby further covenant with BPTS that the motor vehicle shall not be used either by himself or by his servants or agents for any form of smuggling, transport of goods, articles, persons etc. in contravention of any of the provisions of the Acts of Central and State Legislatures relating to Forest, CGST, SGST, IGST Prohibition, Opium, Railway property unlawful possession, Gold Control etc. and the motor vehicle shall not be adapted, altered or fitted for the purpose of concealing such goods, articles or persons. The Borrower(s) shall not engage the Hypothecated Assets in any unlawful or illegal activity and the Borrower(s) shall be responsible for any damage or loss sustained by BPTS directly or indirectly, in respect of the Hypothecated Asset, as result of such wrongful or unlawful use. The Borrower(s) does hereby agree(s) to indemnify and keep indemnified and hold safe and harmless BPTS from and covenants and undertakes to defend BPTS against any and all claims, costs, expenses, damages and liabilities whether civil or criminal, of any nature whatsoever, arising from or pertaining to the use, possession, operation or transportation of the motor vehicle as also against any damage or loss (whether monetary or otherwise) caused to BPTS due to the destruction of or any damage to the motor vehicle.

5.21. The Borrower(s) further covenant and undertake to indemnify and keep indemnified BPTS against the loss of the Hypothecated Asset by seizure by any person other than BPTS for any reason whatsoever, or resulting from any form of legal process initiated by any person

other than BPTS as also against any loss caused to BPTS by reason of damage to or destruction or loss or dispossession of the Hypothecated Asset.

5.22. In pursuance of the Agreement and for the consideration aforesaid the Borrower(s) has agreed to sign and execute various forms specified under Motor Vehicles Rules (hereinafter called the "Form") for carrying out the sale and transfer of the Hypothecated Asset for speedy realization of dues to BPTS under the said Loan. On an occurrence of Event of Default, the Borrower(s) hereby irrevocably authorize(s) BPTS and / or any of its officers or agents to fill in all the particulars / details in the said Form, including the name of transferee / third party of BPTS choice and use such Form and apply before the concerned Regional Transport Authority for transfer and / or sale of the vehicle in the name of the Third Party as if Borrower(s) had personally performed or executed the same. The Borrower(s) further authorize(s) BPTS to do, perform and execute all acts, deeds, matters and things relating to concerning these presents as fully and effectually as if Borrower(s) had personally performed or executed the same. The Borrower(s) agree(s) to ratify and confirm all and whatsoever BPTS shall do, cause to be done in or about the premises by virtue of these presents. The Borrower(s) further agree(s) that the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the said Loan and/or these presents.

5.23. The Borrower(s) is/are aware and expressly agree(s) that the breach of any of the terms of this agreement would amount to a criminal offence and that BPTS shall be entitled to initiate criminally proceedings against the Borrower(s) for all or any of such breach or breaches as the case may be.

## **6. BORROWER(S) REPRESENTATION AND WARRANTIES**

6.1. The Borrower(s) hereby declare(s), represent(s) and warrant(s) that:

(a) The Borrower(s) is/are aware that BPTS has agreed to grant/granted the Loan on the basis of its proposal for Procurement, Operation and Management of Urban buses and on the faith of the representations made by the Borrower(s) and believing the same to be true and correct and that no fact or information necessary to be furnished by the Borrower(s) has been omitted in order to induce BPTS to provide the Loan;

- (b) The Borrower(s) has/have obtained all permission, approvals consent or sanctions, if any required, of the government or any statutory body, financial institution, agency or authority for availing of the Loan and creating the security, and will at all times till the amounts due to BPTS are paid in full and the Loan is fully repaid, keep all such permissions, approvals, consents or sanctions valid and subsisting;
- (c) The officer of the Borrower(s) executing this Agreement and the documents executed in the pursuance hereof, are duly and properly in office and fully authorized to execute the same;
- (d) The Agreement and the documents to be executed in pursuance hereof when executed and delivered, will constitute valid and binding obligations of the Borrower(s);
- (e) The Borrower(s) has/have not taken any action nor have any steps been taken or legal proceeding been initiated or threatened against the Borrower(s) for its winding-up, dissolution, administration, reorganization, insolvency, bankruptcy or for appointment of receiver, administrator or court officer of Borrower(s) or all or any of its assets or undertakings;
- (f) As of the date of this Agreement, there is no litigation, proceeding or dispute or action pending or threatened against the Borrower(s), the adverse determination of which might substantially affect the Borrower(s) ability to repay the Loan or have a materially adverse effect on the financial condition of the Borrower(s);
- (g) The execution and delivery of this Agreement and the performance of its obligations hereunder does not (i) contravene any applicable law, statute or regulation or any judgment or decree to which the Borrower(s) is/are subject, (ii) conflict or result in any breach of any of the terms of or constitute default of any covenant, conditions and stipulations under any existing agreement to which the Borrower(s) is/are a party or (iii) conflict or contravene any provision of the memorandum and articles of association / partnership deed/trust deed/bye laws of the society or other constitutional documents of the Borrower(s);



- (h) There has been no material adverse change in the financial condition of the Borrower(s), nor has any event which is or may be prejudicial to the interest of BPTS taken place since the date of the latest audited financials of the Borrower(s) which is likely to materially and/or adversely affect the ability of the Borrower(s) to perform all or any of its obligations under this Agreement;
- (i) The audited annual accounts of the Borrower(s) has/have been prepared in accordance with generally accepted accounting principles consistently applied and give, in conjunction with the notes thereto, a true and fair view of the financial condition and position of the Borrower(s) during the financial year then ended;
- (j) There are no mortgages, charges, or liens of whatsoever nature against any of the Borrower(s)'s assets or properties save and except those already expressly mentioned and disclosed by the Borrower(s) to BPTS in writing, including in any application for the Loan, prior to this Agreement;
- (k) No facts, circumstances or events, materially detrimental to the borrowing, the ability of the Borrower(s) to meet its obligations hereunder and/or in respect of the Loan, and/or the financial condition of the Borrower(s), and/or the ability of BPTS to exercise its rights hereunder and/or to receive due repayment and payment of the amounts due by the Borrower(s) under the Loan , has occurred or, in the estimation of the Borrower(s), is likely to occur;
- (l) The Borrower(s) will at all times comply with and abide by all applicable laws and regulations including but not limited to all labour welfare related and environment protection statutes and provisions;
- (m)The fair value of the assets of the Borrower(s) exceeds its aggregate liabilities whether actual, contingent or collateral the Borrower(s) has the ability to meet all of its obligations as they mature and the Borrower(s) has sufficient capital to carry on its business.
- (n) The Borrower(s) further acknowledge(s) and confirms that the information provided to BPTS in connection with the Loan does not contain any untrue statement of a material fact, nor does it omit to state a material fact necessary in order to make the statements

contained therein not misleading in light of the circumstances under which such statements were or are made;

(o) The Borrower(s) shall be exclusively responsible for getting the delivery of the Equipment from the manufacturer or the dealer. BPTS shall not be liable for any delay in delivery of the Equipment or any demurrage cost or the quality/condition/fitness of the Assets. The Borrower(s) absolve(s) BPTS from any liability in respect of the above and the Borrower(s) shall not withhold payment of stipulated Loan installments on the pretext that the Equipment has not been delivered;

(p) The Borrower(s) recognize(s) that any manufacturer / dealer in Equipment or other such person by or through whom this transaction may have been introduced, negotiated or conducted are not an agent of BPTS and that BPTS has no liability for any representations or statements not made directly by BPTS to the Borrower(s);

(q) The Borrower(s) represent(s) and warrant(s) that Borrower(s) will not seek to claim or recover from BPTS on any grounds whatsoever and/or in any circumstances whatsoever, any punitive damages or compensation, direct, indirect or consequential, in connection with the Facilities or the transaction contemplated hereby or for any acts or actions

(r) whatsoever of BPTS hereunder and/or in respect of the Facilities, taken or omitted by BPTS in terms hereof and/or pursuant hereto and/or to protect any of its interests and rights as BPTS or a creditor;

6.2. The Borrower(s) hereby confirm(s) and certify(ies) and shall so confirm and certify in writing in such form and in such detail as required by BPTS at each new money borrowing and/ or at such other times as required by BPTS, that: 1) all of the representations, undertakings and warranties made by the Borrower(s) herein are true and valid as of such date; 2) that no Event of Default, as specified in Clause 8 hereunder, has occurred or, with the passage of time or the giving of notice is likely to occur; and 3) without prejudice to (1) above, specifically that no facts or circumstances or events, materially detrimental to the borrowing, the ability of the Borrower(s) to meet its obligations hereunder and/or in respect of the Loan, and/or the financial condition of the Borrower(s), and/or the ability of BPTS to exercise its rights hereunder and/or to receive due repayment and payment of the amounts

due by the Borrower(s) under the Loan, has occurred or, in the estimation of the Borrower(s), is likely to occur.

- 6.3. The Borrower(s) undertake(s) to notify BPTS in writing promptly if it becomes aware of any circumstances arising after the date of this Agreement which would cause any of representation and warranties to become untrue inaccurate or misleading in any respect being material to the financial or trading position or prospects of the Borrower(s).

## **7. COVENANTS**

### **7.1. AFFIRMATIVE COVENANTS:**

**7.1.1.** The Borrower(s) covenant(s) and undertake(s) that so long as the amounts due under this Agreement shall remain outstanding, and until the full and final payment of all money owing hereunder, it will, unless BPTS waives compliance in writing:

- (a) utilise the Loan solely for the purpose stated by it to BPTS viz for purchase of Buses and for no other purpose whatsoever;
- (b) pay the Loan and interest thereon and all monies owing to BPTS under the Agreement on demand by BPTS. Notwithstanding specifying / providing a repayment schedule, the Borrower(s) agree(s) that BPTS shall have the right to be paid on demand the entire Loan along with other dues under the Agreement specified herein.
- (c) maintain its corporate existence and obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisation, approvals, licenses and consents required to enable it to lawfully carry on its business;
- (d) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisation, approvals, licenses and consents required to enable it to enter into and perform its obligation under this Agreement and to ensure legality, validity, enforceability or admissibility in evidence of this Agreement;

- (e) inform BPTS of any material litigation, arbitration or other proceedings which affect the Borrower(s), forthwith upon such proceedings being instituted or threatened by any persons making a claim for money against the Borrower(s);
- (f) promptly inform BPTS of any occurrence of which it becomes aware which might adversely affect the Borrower(s) or affect its ability to perform its obligations under this Agreement ;
- (g) promptly inform BPTS of the occurrence of any Event of Default and of the steps being taken to remedy the same and will, from time to time, if so requested by BPTS, confirm to BPTS in writing that save as otherwise stated in such confirmation, no default has occurred and is continuing;
- (h) appraise BPTS of the occurrence or likely occurrence of any event which is likely to affect the capacity of the Borrower(s) to repay the said loan or interest thereon or likely to affect the security for the said Loan or the obligations of the Borrower(s) to BPTS in respect of the said Loan;
- (i) forthwith inform BPTS on the occurrence or likely occurrence of, inter alia, any of the following events, namely, the occurrence of any event which is likely to affect the Borrower(s) business, including industrial action, steps taken by authorities for recovery of statutory, dues, etc.;
- (j) If there is a change in constitution or ownership of the Borrower(s) which in the opinion of BPTS is adverse;
- (k) pay regularly all taxes, assessment dues, duties and impositions as may, from time to time, be payable to any Government body or authority ;
- (l) deliver to BPTS in form and details satisfactory to BPTS and in such number of copies as BPTS may request
  - audited accounts within such reasonable time from the close of the financial year as may be permitted by BPTS, such other statement or statements or

information pertaining to the operations or business of the Borrower(s) as BPTS may require in the context of the said Loan; and

- all notices or other documents issued by the Borrower(s) to its creditors.

(m) notwithstanding the generality of the above, the Borrower(s) hereby confirm(s) that it shall permit BPTS, its officers, employees and agents, to enter upon any of the Borrower(s) premises or property at all reasonable times and have the right to inspect/audit its books/ records, assets and properties;

(n) pay and reimburse to BPTS all governmental charges, taxes or penalties imposed on or in pursuance of this Agreement or on any instruments issued hereunder;

(o) perform and execute, on request of BPTS, such acts and deeds, as may be necessary to carry out the intent of this Agreement;

(p) not effect any material change in the management of the business of the Borrower(s) or in the ownership or control of the Borrower(s) or enter into any arrangement, merger, amalgamation, reconstruction or consolidation without the prior written consent of BPTS.

## **7.2. NEGATIVE COVENANTS:**

The Borrower(s) covenant(s) and undertake(s) that so long as the amounts due under this Agreement shall remain outstanding and until the full and final payment of all money owing hereunder, it shall not without the prior notice of at least 15 working days to BPTS:

(a) declare or pay dividends in respect of any financial year if an Event of Default has occurred or is continuing;

(b) effect any merger, amalgamation, reconstruction or consolidation ;

(c) effect any material change in the shareholding of the Borrower(s) ;

(d) Sell, transfer or otherwise dispose of any of its properties or assets or undertakings.;

## **8. EVENTS OF DEFAULT**

8.1. The occurrence of any of the following events, or events similar thereto, shall each constitute an Event of Default:

**(a) Non-Payment:**

If the Borrower(s) fail(s) to pay any sum, whether for principal or interest or otherwise due from it under this Agreement and/or the Loan, at and/or within the time stipulated therefore and in the manner specified therefore, whether hereunder and/or in accordance with the terms of any other document executed or written in pursuance hereof;

**(b) General Default:**

The breach of, or omission to observe, or default by the Borrower(s) in observing any of its, obligations or undertakings under this Agreement and/or in respect of the Loan or any term, condition, provision including any representation or warranty contained in this Agreement;

Provided that if the same is remediable, if such breach omission or default shall continue for a period of 7 (seven) business days after notice thereof in writing is given by BPTS to the Borrower(s) and such action as BPTS may require shall not have been taken within 7 (seven) days of BPTS notifying the Borrower(s) of such default and of such required action;

**(c) Misrepresentation:**

Any representation or warranty or assurance or covenant on the part of the Borrower(s) made or deemed to be made or repeated in or pursuant to this Agreement or in any notice, certificate or statement or other writing referred to herein or delivered hereunder is or proves to be incorrect or misleading in any material respect;

**(d) Cross Default:**

Any default by the Borrower(s) in discharging its liability, under any other agreement or other writing between the Borrower(s) and BPTS, or under any other agreement or writing of indebtedness of the Borrower(s), or in the performance of any covenant, term or undertaking thereunder, or any indebtedness of the Borrower(s) not being paid when due or any creditor of the Borrower(s) becoming entitled to declare any indebtedness due and payable prior to the date on which it would otherwise have become due or any guarantee or indemnity or collateral given or other support agreement entered into by the Borrower(s) not being honored when due and called upon;

**(e) Inability to pay debts:**

The Borrower(s) is/are unable generally to pay its debts as they fall due and/or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, Events of Default or potential Events of Default under any agreement relating to the same (howsoever described), of any indebtedness, and/or makes a general assignment for the benefit of or a composition with its creditors and/or admits or is ordered to pay any liability and such liability is not paid when due (provided that for the avoidance of doubt any reference in this Sub-Clause to any indebtedness shall not include any indebtedness which is being bona fide disputed and in respect of which no court order has been made against the Borrower(s) to pay such indebtedness;

**(f) Non-payment of decretal amount:**

The Borrower(s) fail(s) to pay any amount under any Court order or decree or judgment against the Borrower(s);

**(g) Levy of Execution or Distress:**

Any execution or distress is levied against or an encumbrance or other officer takes possession of the whole or any part of the property, undertaking or assets of the Borrower(s) or any encumbrance over the whole or any part of the property, undertaking or assets of the Borrower(s) becomes enforceable;

**(h) Cessation of Business:**

The Borrower(s) cease(s) or threaten(s) to cease to carry on the business it carries on at the date hereof;

**(i) Insolvency:**

The Borrower(s) takes any action or any legal action or proceedings are started or other steps taken for (i) the Borrower(s) to be adjudicated or found insolvent or bankrupt, (ii) the winding-up or dissolution of the Borrower(s) or (iii) the appointment of a liquidator, administrator, trustee or receiver or similar officer or institution for the Borrower(s) or the whole or any part of its undertaking, assets and properties;

**(j) Compulsory Acquisition:**

All or substantially all of the undertaking, assets or properties of the Borrower(s) or its interests therein are seized, nationalized, expropriated or compulsorily acquired by the authority of government or any other entity;

**(k) Repudiation:**

The Borrower(s) repudiate(s) this Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement;

**(l) Change in Ownership/Management:**

There is any material change in the ownership or management of the Borrower(s) which in the sole opinion of BPTS would prejudicially affect the interest of the BPTS;



**(m) Material Adverse Change:**

There occurs any event or situation, such as and including but not limited to any material adverse change as determined solely by BPTS in the business or financial or other condition or operations or prospects of the Borrower(s), which in the sole opinion of BPTS is prejudicial to the interests of BPTS or in the sole opinion of BPTS is likely to materially affect the financial condition of the Borrower(s) and/or its ability to perform all or any of its obligations under this Agreement and/or otherwise in respect of the Loan and to comply with any of the terms of this Agreement and/or for the Loan;

**(n) Further Events of Default:**

- (i) The Borrower(s) misusing the Loan or any part thereof, or using the Loan or any part thereof for any purpose other than for which the Loan has been sanctioned by BPTS;
- (ii) Any consent, authorization, approval or the like, or license of or registration with or declaration to governmental or public or statutory or regulatory authority, registration with or declaration to governmental or public bodies or authorities required to be made by the Borrower(s) in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Borrower(s) of its obligations hereunder and/or in respect of the Loan is modified in a manner unacceptable to BPTS or is not granted or revoked or is terminated or expires and is not renewed or otherwise ceases to be in full force and effect;
- (iii) Whenever in the absolute discretion of BPTS there is a determination of the likelihood of the amounts due not being paid;
- (iv) The Borrower(s) creating any charge, lien, encumbrance and/or transferring, selling or disposing of the Hypothecated Assets without the previous consent of BPTS in writing;

- (v) Any Security being confiscated, attached or taken into custody by any authority or becoming the subject of any legal proceedings;
- (vi) The Borrower(s) fail(s) to produce the asset for inspection or verification or valuation by BPTS or its officers, auditors, technical experts, management consultant, valuers or any other person authorized for the said purpose by BPTS;
- (vi) Any defect / infirmity in a guarantee provided by any guarantor which renders the guarantee (wherever applicable) ineffective/ inoperative.
- (vii) If the Borrower(s) is involved in any civil litigation or criminal offence;
- (viii) If the Borrower(s) fails to furnish any information/ document required by BPTS

## **9. REMEDIES OF BPTS**

9.1. At any time after the occurrence of an Events of Default, as aforesaid, then, notwithstanding anything to the contrary herein contained, BPTS shall be entitled, at its absolute discretion, to do any one or more of the following:

- (i) Declare that the obligation of BPTS to make or continue to make the Loan available, stands terminated; and/or
- (ii) Declare that the Loan and all interest accrued and all costs, charges, expenses and other sums outstanding under this Agreement and the Loan are immediately due and payable to BPTS, whereupon the same shall become immediately due and payable by the Borrower(s) and the Borrower(s) shall pay all the amounts due and payable under the Loan and/or the Agreement in accordance with the terms of the notice without any further notice or other legal formalities of any kind; and/or
- (iii) Exercise any right, power or remedy permitted to it by law, including by suit, in equity, or by action at law, or both, or otherwise, whether for specific performance of any covenant, condition or term contained in this Agreement or for an injunction against a violation of any of the terms and conditions of this Agreement, or in aid of the exercise of any power or right granted in this Agreement and/or

(iv) If the Borrower(s) default in repayment of the Loan or a part thereof on the due date and such default continues for a period of fifteen (15) days, BPTS shall have the right to recall the entire Loan including all interest, costs, charges, expenses and any other amount outstanding under the Agreement and also to possess the Hypothecated Assets by giving a written notice of seven (7) days to the Borrower(s). If the Borrower fails to repay the outstanding dues to BPTS, BPTS shall be entitled to take possession of the Hypothecated Assets from the Borrower(s) from wheresoever it may be lying. It shall be lawful for BPTS or BPTS's authorized representatives, servants, officers and agents to enter upon the premises, or garage or godown where the Hypothecated Asset shall be lying or kept and to take possession or recover or receive the same. Any damage to the land or building caused by the removal of the Hypothecated Asset shall be the sole responsibility of the Borrower(s). The Borrower(s) hereby authorizes BPTS or their respective agents to enter the premises or precincts where the Hypothecated Assets is located or believed to be located and the Borrower(s) agrees not to make any claim against BPTS or their respective agents for trespass or take action under any law against BPTS or their respective agents in connection with the aforesaid actions. However, the requirement to issue such notice of recall of the Loan and possession of the Hypothecated Assets may be waived under special circumstances where BPTS believes that there is a strong possibility of alienation or misappropriation of the Hypothecated Assets

(v) Pursuant to BPTS taking possession of the Hypothecated Assets, as aforesaid, BPTS shall give prior notice of \_seven (7) days to the Borrower(s) informing the Borrower(s) of its intention to dispose off the Hypothecated Assets and giving the Borrower(s) a final opportunity to repay the entire Loan amount due as per the terms of the Principal Agreement and take back the possession of the Hypothecated Assets. In the event of the Borrower(s) failing to comply to the final notice, BPTS may proceed to take all necessary steps under due process of law as fully and effectively as the Borrower(s) could take to dispose off the said Hypothecated Assets, by way of sale by public auction or private contract or otherwise dispose off the said Hypothecated Assets including any material thereon at the risk and costs of the Borrower(s) in all respects. BPTS shall have the power to rescind or vary any contract for sale without being bound or answerable for any loss or diminution in value and without being bound to exercise any of the powers hereby conferred or being liable for any loss occasioned by the exercise of any

such power and to give effectual receipts and discharge for the purchase money and to do all such other acts and things for completing the sale as BPTS or the receiver, shall think proper. The Borrower(s) shall not raise any objection to the regularity of any sale or other disposition made by BPTS nor shall BPTS be responsible for any loss that may arise from any act or default on the part of any broker or auctioneer or other person or body employed by BPTS or the receiver for the purpose of the sale or disposition of the Hypothecated Assets.

- (vi) In the event of there being a surplus available in the hands of BPTS after payment in full of the balance due to BPTS, it shall be lawful for BPTS to retain and apply the said surplus together with any money or monies belonging to the Borrower(s) for the time being in the hands of BPTS in or under whatever account as far as the same shall extend against in or towards liquidation of any and all monies that shall be or may become due from the Borrower(s) to BPTS, whether solely or jointly with any other person or persons firm or company by way of loans, discounted bills, letters of credit, guarantees, charges or any other debts or liability including bills, notes, credits and other obligations current though not then due and payable or other demands legal or equitable along with interest thereon which BPTS, may have against the Borrower(s) or which the law of set-off or mutual credit would in any case admit.

## **10. CONSTITUTED ATTORNEY**

10.1. The Borrower(s) hereby agree(s) and appoints BPTS and its officers, employees and agents and authorized representatives to be its duly constituted attorneys for all or any of the following purposes, namely:

- i. To enter any place where any of the Hypothecated Assets may be and inspect and value them;
- ii. To take possession of all or any of the Hypothecated Assets and/or the documents relating thereto from whomsoever they may be in possession of including the contents therein and to dispose them of immediately if they are dangerous and perishable in nature.
- iii. To sell, dispose of any of the Hypothecated Assets for and on behalf of the Borrower(s) and at the risk of the Borrower(s) in all respects and to realize full or

any part or portion of the sale proceeds thereof and sign and execute all contracts, declarations and instruments as may be necessary or expedient for giving delivery thereof.

- iv. To appear before the office of Regional Transport Officer, Sales Tax Officer, Police Authorities or any other authorities through advocates or any authorized person deemed necessary by BPTS to effect transfer of the Vehicle.
- v. To take all such steps as may be required for the recovery of any of the Hypothecated Assets, including the institution of any claim, suit, petition or other legal process and the signing and execution of all necessary vakalatnamas and documents for the said purpose and the compromising or settlement of such suit or action.
- vi. To sign all papers, correspondence, vouchers, forms, applications, petitions, receipts, documents, agreements, indentures and writings that the Borrower(s) would be bound to do under or in pursuance of these presents and / or the Loan for and behalf of the Borrower(s) and to attend before the Regional Transport Officer,
- vii. Sales Tax Officer, Police Authorities, Sub-Registrar of Assurances or any other relevant authority and admit execution thereof.
- viii. Generally to do perform and execute or cause to be done performed or executed all acts deeds matters things and documents in all matters arising under or out of or concerning or touching these presents as the Borrower(s) could itself do perform or execute. And for the better and more effectually doing effecting and performing the several matters and things aforesaid to appoint from time to time or generally such other persons bodies companies organizations or agencies as BPTS may think fit as its substitute or substitutes to do execute and perform all or any such acts and things as aforesaid and such substitute or substitutes at pleasure to remove and to appoint other or others in his or their place.

10.2. The Borrower(s) agree(s) that the above powers may be exercised without any prior notice to the Borrower(s) and further agree(s) to ratify and confirm all that BPTS or any

substitute or substitutes appointed by BPTS may lawfully do or cause to be done in exercise of the aforesaid powers.

10.3. The Borrower(s) further agree(s) to give all assistance to BPTS and its officers and authorized representatives for the purpose of exercising any of the powers here in above set out, including endorsing of documents, signing of papers and doing all such things as may be necessary to enable BPTS and its officers to exercise all the powers hereby conferred.

10.4. The Borrower(s) further agree(s) that the aforesaid powers have been granted for valuable consideration and as such shall be irrevocable in nature till such time as any amounts remain due owing or payable under or in respect of or in pursuance of the said Loan and/or these presents.

## **11. CROSS COLLATERAL**

The Borrower(s) acknowledge(s) that in the event of repayment by the Borrower(s) of the Loan under this Agreement but there being any outstanding by the Borrower(s) under any other financial facility availed by the Borrower(s) from BPTS, then in such event BPTS shall not be obliged to release the security created by the Borrower(s) under this Agreement and the Borrower(s) hereby authorize(s) BPTS to extend the security to cover such outstanding financial facility. Likewise, in the event of there being any outstanding by the Borrower(s) under this Agreement, BPTS shall not be obliged to release the security created by the Borrower(s) for any other financial facility availed of by the Borrower(s) from BPTS and the Borrower(s) undertake(s) to extend such security to cover the outstanding due under this Agreement.

## **12. REVIVAL OF AGREEMENT**

In the event of BPTS possessing the Hypothecated Assets, the Borrower(s) may request BPTS to revive the Agreement and apply for redelivery of the Hypothecated Assets in as is where is condition and such request may be entertained by the BPTS at its discretion and upon such terms and conditions as it may think fit and proper in the circumstances and only after collecting the installments in full including Additional Interest, legal and other costs, possession expenses and the like. Any decision taken by BPTS not to revive the Agreement

shall be final and binding on the Borrower(s) and shall not be challenged in any court of law.

### **13. SUBORDINATE DEBT**

The Borrower(s) does hereby agree(s) declare(s) confirm(s) and undertake(s) that all loans, advances, and other monies advanced by its group companies/ associates/ the directors, partners, and/or their friends and relatives or any of them shall stand and be regarded as subordinate debt in comparison with the Loan hereby granted. The Borrower(s) does hereby further declare(s) and undertake(s) that the Borrower(s) shall not repay any of such loans and advances in whole or in part or pay any interest thereon until such time as the entire outstanding of BPTS under and in pursuance of the Loan and/or this Agreement are repaid in full.

### **14. BPTS'S STATEMENTS OF ACCOUNTS TO BE ACCEPTED BY BORROWER(S)**

The entries made in the account books/ record of BPTS maintained in accordance with its usual practice and in compliance with statutory requirements and / or a statement signed by a designated officer of BPTS, shall be final and binding on the Borrower(s). Such entries and / or statement shall be prima facie conclusive evidence of the existence and amount of obligations of the Borrower(s) recorded in respect of the Loan.

### **15. SET OFF AND LIEN**

15.1. Without prejudice to any rights of BPTS, BPTS shall have a paramount lien and right of set-off against all monies of the Borrower(s) standing to the credit of the Borrower(s) in any account(s) of the Borrower(s) with BPTS, and the Borrower(s) authorize(s) BPTS to debit the account(s) of the Borrower(s) with BPTS or to apply any credit balance to which the Borrower(s) is entitled on any account of the Borrower(s) with BPTS in satisfaction of any sum, whether for principal or interest or otherwise due and payable by the Borrower(s) to BPTS under this Agreement or under any other agreement entered into with BPTS.

15.2. Nothing herein contained shall prejudice or adversely affect any general or special lien or right to set-off to which BPTS is or may by law or otherwise be entitled or any rights or remedies of BPTS including in respect of any present or future security, guarantee, obligations of the Borrower(s).

15.3. The Borrower(s) further agree(s) that in addition to and without prejudice to any other right or lien enjoyed by BPTS, BPTS will further be entitled at any point of time and

15.4. without notice to the Borrower(s) to combine or consolidate all or any of the Borrower(s) accounts (including any fixed deposits) held with BPTS and all the credits and liabilities therein and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Borrower(s) liabilities to BPTS on any account whatsoever, whether such liabilities are actual or contingent, primary or collateral and whether joint or several.

## **16. ASSIGNMENT/ TRANSFER OF PORTFOLIO/ SECURITISATION**

The Borrower(s) expressly recognize(s) and accept(s) that BPTS shall be absolutely entitled to, and has full power and authority to sell, assign or otherwise transfer in any manner whatsoever, in whole or in part, and in such manner and on such terms as BPTS may decide (including if deemed appropriate by BPTS reserving a right to BPTS to retain its power to proceed against the Borrower(s) on behalf of the purchaser, assignee or transferee) any or all outstandings and dues of the Borrower(s), to any third party of BPTS choice without any further reference or intimation or notice to the Borrower(s), and without seeking any consent of the Borrower(s). Any such action and any such sale, assignment or transfer shall bind the Borrower(s) to accept such third party as creditor exclusively or as a joint creditor with BPTS or any other person, as the case may be. Any costs in this behalf, whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstandings and dues, shall be to the account of the Borrower(s). The Borrower(s) shall not assign this Agreement or any of the rights, duties or obligations of the Borrower(s) hereunder, except with prior written consent of BPTS.

## **17. SERVICE PROVIDER**

It is agreed by the Borrower(s), that without prejudice to any rights of BPTS, all acts / steps as are necessary for BPTS to take in order to monitor the Loan and its utilisation and/or the obligations of the Borrower(s) and /or the Borrower(s)'s compliance with the terms hereof and / or to recover amounts due to BPTS or any part or portion thereof, shall and/or may be carried out by and / or through such other person (including a company or body corporate) as may from time to time be appointed by BPTS in respect thereof and that



BPTS will at all times be entitled to share with any such other person that may thus be appointed by BPTS, all documents statements of accounts and other information of whatsoever nature pertaining to the Borrower(s) and/or the Loan. Further, the Borrower(s) expressly recognize(s) and accept(s) that BPTS shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of BPTS choice and to transfer or delegate to such third parties the right and authority to collect on behalf of BPTS all unpaid amounts and to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto including attending the office or residence of the Borrower(s), receiving the amounts due, and generally performing all lawful acts as the third party may consider appropriate for such purposes.

## **18. TERMINATION**

Notwithstanding anything to the contrary contained in this Agreement, BPTS may at its sole and absolute discretion at any time, terminate, cancel or recall the Loan or any part thereof without any liability and without any obligations to give any reason whatsoever, whereupon all principal monies, interest thereon and all other costs, charges expenses and other monies outstanding shall become due and payable to BPTS forthwith upon demand from BPTS.

## **19. DISCLOSURE OF INFORMATION**

19.1. The Borrower(s) agree(s) and accept(s) and consent(s) for the disclosure and sharing by BPTS of all or any information and data relating to the Borrower(s), the Loan, the Borrower(s)' account, and this Agreement, including but not limited to information relating to default, if any, committed by the Borrower(s), in the discharge of the Borrower(s)' obligations, as BPTS may deem appropriate and necessary to disclose and furnish, to the Reserve Bank of India ("RBI") and/or to the Credit Information Bureau (India) Ltd and/or to any other agency authorized in this behalf by RBI, to BPTS's professional advisers and consultants, to BPTS's affiliates/ subsidiaries and to its service providers, third party or otherwise, instructed by it in relation to this Agreement and/or the Loan, and/or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whom it customarily complies.

19.2. The Borrower(s) declare(s) that the information and data furnished and to be furnished to BPTS are and shall be true and correct and no misrepresentation either directly or otherwise has been made. BPTS shall be entitled to take such actions as it deems fit in the event of there being any inaccuracy or misrepresentation on part of the Borrower(s). The Borrower(s) shall provide BPTS with such other financial information as BPTS may from time to time require.

19.3. The Borrower(s):

- (a) accept(s) that the RBI or the Credit Information Bureau (India) Ltd. and any other statutory, regulatory or supervisory authority or agency so authorized, may use, process, disseminate the said information and data disclosed by BPTS in such manner as deemed fit by them in any particular circumstances; and
- (b) Shall not hold BPTS at all responsible or liable in this regard;
- (c) further authorize(s) BPTS, in addition to any other right enjoyed by BPTS, that, in the event of the Borrower(s) committing any default under the Agreement, BPTS shall be entitled without intimating to the Borrower(s) to disclose to RBI or to any other competent authority, or court of law, the name of Borrower(s) and the fact of Borrower(s) having committed the default as aforesaid.

## **20. CONTINUING SECURITY**

The Borrower(s) agree(s) that this Agreement, and any security hereby created or created subsequently, for and on account of the Loan, shall operate as a continuing security for all the obligations of the Borrower(s) in respect of the Loan, notwithstanding the existence of a credit balance in the Borrower(s)'s account or any partial payments or fluctuation of accounts.

## **21. MISCELLANEOUS**

21.1. Notice:

Every notice, request, demand or other communication under this Agreement shall:

- a) be in writing, delivered by hand, courier or by registered post, acknowledgement due;

- b) be deemed to have been received when delivered by hand, at the time so delivered if during business hours on a business day for the recipient, and if given by registered post acknowledgement due, 48 hours after it has been put into post; and
- c) be sent to the Borrower(s) at its address mentioned herein and to BPTS at its branch office address mentioned herein, or to such other address as either party may in writing hereafter notify to the other party.

### **21.2. Benefits:**

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Borrower(s)'s successors and permitted assigns and BPTS's successors and assigns.

In case of death of the Borrower(s)(if Individual or Proprietorship firm) or any of the Borrower(s)s( if more than one Individual) unless and until any of the legal representative of such deceased of Borrower(s)(i) gets the ownership of the Hypothecated Assets transferred in his name according to Motor Vehicles Act, (ii) replace post dated repayment cheques, with such no of un encashed cheques lying with BPTS, by such legal representative and (iii) signs and executes such documents as may be required by BPTS, such legal representative shall not be entitled to take benefit of this Agreement; Provided however, that BPTS shall have the absolute discretion to pass on the benefit of this Agreement to the legal representative of the Borrower(s) even if he is willing to perform and comply with requirements and obligations mentioned in this clause.

### **21.3. Waiver:**

No delay or omission to exercise any right, power or remedy accruing to BPTS upon any breach or default of the Borrower(s) under this Agreement shall impair any such right, power or remedy of BPTS nor shall it be construed to be a waiver of any such breach or default or an acquiescence therein or of or in any similar breach or default thereafter occurring nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permission, consent or approval on the part of BPTS in

respect of any breach or default under this Agreement or any provisions or condition of this Agreement must be in writing and shall be effective only to the extent in such writing specifically set forth.

21.4. All remedies, either under this Agreement or by law or otherwise afforded to BPTS shall be cumulative and not alternate.

**21.5. Partial Invalidity:**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity nor enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired thereby, and the parties hereto further agree that they shall mutually substitute for the part/s held to be illegal, invalid or unenforceable, lawful provisions so as to give effect to the original intent of this Agreement

**21.6. Overriding Effect:**

This Agreement and any other documents attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect of the subject matter hereof, except for those provisions of the Letter of Sanction issued prior to this Agreement which are in addition to and complement, and are not in conflict with the terms of this Agreement. In the event of any conflict between the terms, conditions and provisions of this Agreement and any agreement or documents attached hereto or referred to herein, then in such event, the terms, conditions and provisions of this Agreement shall prevail

**21.7. Costs:**

The Borrower(s) shall bear, pay and reimburse to BPTS all costs (including stamp duty), charges and expenses of BPTS in connection with the investigation of title and preparation, drafting and finalisation of this Agreement, and all other documents and all costs, charges or expenses which BPTS shall certify as sustained or incurred by it as a consequence of occurrence of an Events of Default including all costs,

charges and expenses of the legal advisers of BPTS and any legal recourse adopted. All such sums shall be reimbursed by the Borrower(s) to BPTS within 30 (thirty) days from the date of notice of demand from BPTS and shall be debited to the Loan account and shall carry interest at the same rate as payable on the Loan from the date of payment till reimbursement.

**21.8. Return on Unbanked Cheques:**

Any request for return of the unbanked / unused cheques of the Borrower(s) lying with BPTS, after the closure of the Loan either by way of maturity or prepayment of the Loan, shall be made by the Borrower in writing, within ninety (90) days from the date of closure / prepayment of the Loan. If no such request for return of unbanked / unused cheques is received by BPTS within the stipulated period, the unbanked/unused cheques shall be cancelled and destroyed by BPTS, without any further notice to the Borrower(s).

**21.9. Law:**

This Agreement shall be subject to, governed by, and construed in accordance with, Indian law.

**21.10. Arbitration/Jurisdiction:**

All disputes, differences and/or claims arising out of or in relation to this Agreement shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and the same shall be referred to arbitration by a sole arbitrator to be nominated/ appointed by BPTS. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an arbitrator, BPTS may appoint another person to act as an arbitrator. The award including the interim award/s of the arbitrator shall be final and binding on all the parties concerned. The arbitrator may lay down from time to time the procedure to be followed by him in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as he considers appropriate. The arbitration proceedings shall be held at the place mentioned in the Loan Summary Schedule. Subject to the arbitration clause contained herein, the competent courts

at the place mentioned in the Loan Summary Schedule shall have exclusive jurisdiction over any matter or legal proceedings arising out of or in relation to this Agreement. This shall not however limit the rights of the Lender to file/take proceedings in any other Court of Law or Tribunal of competent jurisdiction.

**21.11. Schedules to Form Part of the Agreement:**

The Schedules attached hereto shall be deemed to be part of this Agreement as though the provisions thereof were set out herein in extenso.

**21.12. Marginal Notes and Head Notes:**

The Marginal Notes and Head Notes hereto are for the purpose of convenience and reference only.

**21.13. Acceptance:**

The Borrower(s) confirm(s) that entire Agreement has been filled in the presence of the Borrower(s) and the Borrower(s) has read and understood the entire Agreement and shall be bound by all conditions including the details set out in the Loan Summary Schedule attached hereto.

The aforesaid Agreement and other documents has been explained to the Borrower(s) in the language understood by the Borrower(s) and the Borrower(s) has understood the entire meaning of various clauses and has affixed his signature after verifying and understanding the contents of this Agreement.

The Borrower(s) agree(s) that this Agreement shall be concluded and become legally binding on the date and place when the authorized officer of BPTS signs this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT IN ACCEPTANCE OF ALL TERMS AND CONDITIONS STATED ABOVE AND THE SCHEDULE HERETO ON THE DAY, MONTH AND YEAR MENTIONED IN THE SCHEDULE.**

<p><b>For Borrower(s)</b></p> <p>Name</p> <p>.....</p> <p>.....</p>	<p>..... X</p> <p>(Signature)</p>
<p><b>For Bhubaneswar Puri Transport Services</b></p> <p>Name:</p> <p>.....</p> <p>.....</p>	<p>..... X</p> <p>(Signature)</p>

## SCHEDULE 1: LOAN SUMMARY

This Loan Summary Schedule, forms an integral part of Loan Cum Hypothecation Agreement Dated .....executed between the Borrower(s) and Bhubaneswar Puri Transport Services. ("Loan Agreement")

### Part 1: DESCRIPTION OF THE LOAN FACILITY

Sr. No	Particular	Details
1.	Date of the Agreement	
2.	Place of Execution	
3.	BPTS Office Address	
4.	Name and address of the Borrower(s)	Name: _____ _____ Address: _____ _____ _____
5.	Legal Status	_____ _____ Proprietorship Firm/ Pvt. Ltd Co. / Public Ltd Co./ Partnership Firm
6.	Purpose of the Loan	Purchase of new vehicle (Buses) / Equipment / Machinery along with any accessories and incidental expenses..
7.	Amount of Loan	Rs. _____/-



		(Rupees _____ _____ _____Only)
8.	<b>Rate of Interest</b>	6 % per annum Simple Interest rate with monthly rest.
9.	<b>Rate of Additional Interest</b>	1% per annum Simple Interest rate with monthly rest.
10.	<b>Tenure/Term of the Loan</b>	96 months.
11.	<b>Taxes &amp; Levies</b>	All the charges indicated above or elsewhere in the Loan Agreement shall be exclusive of all taxes and statutory levies as may be applicable on same including without limitation GST and cesses thereon.

## PART 2- REPAYMENT SCHEDULE

Sr.no	Particular	Details
1	Number of Equated Monthly Installments (EMI) payable	
2	Date of commencement of first Installment	
3	Last Installment due Date	
4	Amount of EMI (Rs.)	
5	Place of Arbitration & Jurisdiction	Bhubaneswar

## PART-3 DESCRIPTION OF THE HYPOTHECATED BUSES

S.No.	Model/Make	Registration No.	Engine No./Serial No	Chassis No.

<b>For Borrower(s)</b>	
<b>Name:</b> .....	..... (Signature)
<b>For Bhubaneswar Puri Transport Services</b>	
<b>Name :</b> .....	..... (Signature)

**SCHEDULE 2: DEMAND PROMISSORY NOTE**

Date:

Place:

ON DEMAND, I/We.....

..... jointly and severally and unconditionally promise to pay to Bhubaneswar Puri Transport Services (“BPTS”) having its registered office at \_\_\_\_\_, or order, the sum of Rs. ..../- (Rupees..... Only) with interest thereon at the rate of .....% per annum computed with monthly rests for the value received. Presentment for payment and noting and protest of the note are hereby unconditionally and irrevocably waived.

(Where there is more than one Signatory hereto the liability of each signatory is joint and several.)

Name of The Borrower	Affix Re. 1/- Revenue Stamp here  (x) Borrower
----------------------	--

(Note-(x) The signature should run across the breadth of the revenue stamp)

**SCHEDULE 3: INSTRUCTION FOR DISBURSEMENT OF THE LOAN AMOUNT**

**Date:**

**To**

**Bhubaneswar Puri Transport Services**

.....

.....

.....

.....

**Sub: Authorization for disbursement**

**Sir,**

Refer to the Loan facility granted us for ..... Kindly prepare the Loan disbursement cheque in the name and manner hereinafter appearing:

Name of the Payee	Amount (Rs.)

The disbursement of the Loan amount in favour of the above payee shall not affect my/ our obligation in relation to the Loan facility. The disbursement of the Loan in favour of the above Payee shall be deemed to be the Loan granted to and availed by me/us.

Thanking You

\_\_\_\_\_

Signature

Name of the

Borrower : .....

**Confirmation**

**I / we acknowledge having received the cheques of the following description towards disbursement of the loan amount to me / us**

<b>Cheque No</b>	<b>Amount</b>	<b>Date</b>	<b>Bank Name</b>	<b>Favouring</b>

Thanking You

<b>NAME OF THE BORROWER &amp; CO BORROWER</b>	<b>SIGNATURE</b>
.....	.....

**SCHEDULE 4: APPLICATION FORM FOR LOAN DISBURSEMENT BY NATIONAL ELECTRONIC FUND TRANSFER**

Date: [                    ]

To

**Bhubaneswar Puri Transport Services**

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Sub: Loan disbursement by Electronic Fund Transfer through National Electronic Fund Transfer scheme

Dear Sir,

With reference to Soft Loan Granted to us, I / We hereby unconditionally request Bhubaneswar Puri Transport Services ("BPTS") to directly remit the sanctioned loan amount of Rs \_\_\_\_\_/- ( Rupees \_\_\_\_\_only) as per following details:-

**Details of the Beneficiary**

Beneficiary's Bank name	
Beneficiary's Bank a/c name	
Beneficiary's Bank a/c #	
Beneficiary's Bank Account Type	Savings Current cash Credit
Beneficiary's Bank payable Location	
Beneficiary's Bank Branch IFSC code	
MICR Code	

Amount to be remitted	
-----------------------	--

I / We hereby declare that:

- The particulars given above are true, correct and complete to the best of my/our knowledge. I / we shall be responsible for the accuracy of the particulars given in the payment instruction.
- I / We shall be bound by any payment instruction executed by BPTS, if BPTS had executed the payment instruction in good faith and in compliance instructions for electronic fund transfer.
- The disbursement of the Loan in favour of the above said Beneficiary shall be deemed to be the Loan granted to and availed by me/us. The disbursement of the loan amount in favour of the above Beneficiary payee shall not affect my/ our obligation in relation to the Loan facility.
- BPTS shall not be liable for any loss or damage arising out of or resulting from incomplete information, delay in transmission, delivery or non delivery of electronic message or any mistake, omission or error in transmission or delivery thereof or any act or event beyond control. Notwithstanding above, in the event of any delay in the completion of the Funds Transfer or any loss on account of error in the execution of the Funds Transfer pursuant to a payment instruction due to any negligence on the part of BPTS, BPTS's liability shall be limited to the extent of payment of interest at the bank rate for the period of delay in the case of delayed payment.
- BPTS shall not be liable for non credit or crediting remittance amount to wrong beneficiary on account of incorrect information furnished by me/ us in this application form.
- Beneficiary bank may levy charges on inward remittance and deduct the same from the remitted amount.

I understand that all National Electronic Fund Transfer ('NEFT') instructions are irrevocable and there is no facility for giving stop payment instruction in respect of remittances through NEFT.

Thanking you.

Yours faithfully

NAME OF THE BORROWER(S) & CO BORROWERS	SIGNATURE
Name: .....	..... (signature)
Name: .....	..... (signature)



**SCHEDULE 5: AUTHORITY LETTERS**

**1) PROPRIETORSHIP AUTHORITY LETTER**

***Should be printed on the letter head of the Proprietorship Firm***

Date:

Bhubaneswar Puri Transport Services

.....

.....

Dear Sir,

This is with respect to the Soft Loan facilities of upto Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) sanctioned/ to be sanctioned by Bhubaneswar Puri Transport Services (hereinafter referred to as "**BPTS**") to M/s.

.....

("Firm").

I hereby affirm that I am the Sole Proprietor of the business now conducted and/or to be conducted under the name and style of the Firm and I do hereby acknowledge that I am and shall continue to be personally and fully responsible for all business conducted by me or by anyone else duly authorized by me to the same extent as if said business has been operated and conducted under my own name.

I undertake to advise in writing of any change that may take place in the constitution of the Firm resulting from my, taking a partner in my business, its sale or disposal or my ceasing to have any interest in the Firm. In any event I will continue to be liable for all obligations to you in connection with loan / credit facilities until all such obligation shall have been liquidated or discharged.

.....

**Signature of Proprietor**

**Name of the Proprietor:**

Name of the .....

Proprietorship Firm: .....

.....

**Address :** .....

.....

.....

.....

.....

**2) PARTNERSHIP AUTHORITY LETTER**

*Should be printed on the letter head of the Partnership Firm*

**Date:**

To,

**Bhubaneswar Puri Transport Services**

.....

.....

.....

Dear Sir,

We, the undersigned hereby declare that we are the partners/ members and collectively carrying on business in the name of style of M/s .....a partnership firm ("**Firm**"). We further declare that:

1. That the Firm be and is hereby authorized to avail soft loan up to Rs .....from Bhubaneswar Puri Transport Services ("**BPTS**").
2. That the Firm does provide to BPTS such security as BPTS may require in connection with the loan / credit facilities availed from BPTS.
3. That the Firm is hereby authorized to create in favour of BPTS a hypothecation over the Buses Procured by the firm as security to secure the due repayment by the Firm of the Soft loan availed from BPTS together with interest fees, and other amounts due to BPTS

4. Mr./Ms. .... and ....., Partners of the Firm are hereby jointly and/or severally (either) authorized to:

- (a) Negotiate, finalize, vary / modify and implement the terms and conditions of the Loan Agreement entered into between the Firm and BPTS, and all other documents in connection with the Loan;
- (b) Create such security as may be required like pledge, mortgage, hypothecation, and lien;
- (c) Sign and execute loan agreements, security agreement, promissory note, letter of continuity, indemnity, guarantee and other documents as required by BPTS, in respect of the said Loan, on behalf of the Firm;
- (d) Do all acts, deeds, matters, things and to execute documents, writings, declarations and undertakings as may be necessary for availing of such fund based and non-fund based facilities and for giving effect to the security in favour of the BPTS. All acts, deeds, matters and things done and executed by the said Mr./Ms..... and Mr./Ms..... shall be absolutely enforceable and binding on us and the Firm.

We, the partners, shall be jointly and severally liable and responsible for all the liabilities of the Firm to BPTS. BPTS may recover its claims from the estate of any or all of the Partners of the Firm. Our liability as aforesaid shall continue notwithstanding any change in the constitution of the Firm and/or its successors and dissolution thereof.

Whenever any change occurs in our partnership firm, we undertake to inform BPTS of the same in writing and our individual liability to BPTS shall continue until all the amounts due under the aforesaid Loan are paid in full and we receive an acknowledgement of discharge from BPTS.

Thanking You.

Name of the Partner	Signature


### 3) Draft Resolution for Company

*Resolution should be on the letterhead of the Borrower and to be amended according to the security and facility*

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS  
OF \_\_\_\_\_ (“Company”) AT THEIR MEETING  
HELD ON \_\_\_\_\_ AT \_\_\_\_\_**

The Chairman informed the Board that at the request of the Company, Bhubaneswar Puri Transport Services (“BPTS”) is considering to sanction Soft Loan aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Company, by way of secured term loan, and subject to such terms and conditions as may be stipulated by BPTS. The Chairman briefed the Board about the principal terms and conditions of the said Soft Loan.

The Board considered the matter and after deliberations passed the following resolution unanimously:

**"RESOLVED** that the Company be and is hereby authorized to avail further credit facilities up to a maximum principal amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) (“Soft Loan”), in the form of secured term loan, from Bhubaneswar Puri Transport Services on the terms and conditions as may be stipulated by BPTS, and to be secured by the following securities :

1. Demand Promissory Note
2. Hypothecation of the Buses procured by \_\_\_\_\_ as per the list provided in the Schedule 1 of the Loan Agreement and/or the Company, in form and manner acceptable to BPTS.
3. Personal / Corporate Guarantees of \_\_\_\_\_

And such other securities as is described in the sanction/facility, letter and to furnish /create security in favour of BPTS, subject to applicable laws and regulations.”

**“RESOLVED FURTHER** that Mr. / Mrs. \_\_\_\_\_, Mr. / Mrs. \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, of the Company are hereby severally authorized to :

- i) to negotiate, finalize, vary / modify and implement the terms and conditions of the said Loan/ credit facilities ;
- ii) to create such security in favour of BPTS as may be required, including but not limited to pledge, mortgage, lien on the movable and immovable properties of the Company in form and manner acceptable to BPTS;
- iii) sign and execute the loan / facility agreements, security agreements, mortgage documents, Promissory note, letter of continuity, Indemnity, guarantee and other documents as required by BPTS, in relation to the said loan / credit facilities on behalf of the Company, in form and manner acceptable to BPTS;
- iv) Do all acts, deeds, matters, things and to execute documents, writings, declares and undertaking as may be necessary for availing of such Loan/credit facilities and giving effect to the security in favour of the BPTS. All acts, deeds, matters and things done and executed by the said Mr. / Mrs. \_\_\_\_\_, Mr. / Mrs. \_\_\_\_\_, Mr. /Mrs. \_\_\_\_\_, shall be binding on the Company.”

**“RESOLVED FURTHER** that the Company do request Mr. / Mrs. \_\_\_\_\_ and Mr. / Mrs. \_\_\_\_\_ to create mortgage/charge over their respective properties situated at \_\_\_\_\_ as security for the repayment of the credit facilities proposed to be availed by the Company from BPTS, together with interest, cost and all other amounts that are/may be outstanding under the credit facilities.”

**“RESOLVED FURTHER** that the Company do request:

- (a) \_\_\_\_\_

(b) \_\_\_\_\_

To provide their guarantees in favour of BPTS to secure the repayment of the credit facilities proposed to be availed by the Company from BPTS, together with interest, cost and all other amounts that are/may be outstanding under the credit facilities.”

“**RESOLVED FURTHER** that a certified copy of the foregoing resolutions be furnished to FICC with a request to act thereupon.”

**FOR** \_\_\_\_\_

**COMPANY SECRETARY / DIRECTOR**



EXTRACT OF THE RESOLUTIONS PASSED BY THE COMPANY IN THE GENERAL MEETING HELD ON AT THE REGISTERED OFFICE OF THE COMPANY

Special Resolutions:

"RESOLVED THAT pursuant to the provisions of section 180(1)(c) of the Companies Act 2013 and all other applicable provisions if any, or any other law for the time being in force (including any statutory modification or amendment thereto or re-enactment thereof for the time being in force) and in terms of Articles of Association of the Company, the Company hereby accords its consent to the Board of Directors (hereinafter referred to as "the Board" which term shall be deemed to include any Committee which the Board may constitute for this purpose) of the Company, for borrowing any sum or sums of money from time to time from any one or more Company's bankers and/or from any one or more persons, firms, bodies corporate, financial institutions, banks or other acceptable source whether by way of advances, deposits, loans, non-convertible debentures, bonds or otherwise and whether unsecured or secured notwithstanding that the moneys to be borrowed together with moneys already borrowed by the Company (apart from the temporary loans obtained from the Company's Bankers in the ordinary course of business) will or may exceed the aggregate paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose but, so however, that the total amount up to which the moneys may be borrowed by the Board of Directors and outstanding shall not exceed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any one time."

"RESOLVED FURTHER THAT pursuant to the provisions of section 180(1)(a) of the Companies Act 2013 and all other applicable provisions if any, or any other law for the time being in force (including any statutory modification or amendment thereto or re-enactment thereof for the time being in force) and in terms of Articles of Association of the Company, the consent of the members be and is hereby accorded to the Board of Directors of the Company for mortgaging / charging all or any of the immovable and movable properties of the Company both present and future and the whole or substantially the whole of the undertaking or the undertakings of the Company on such

terms and conditions, as may be agreed to between the Board and lender(s) to secure the loans / borrowings obtained or as may be obtained, which may exceed the paid-up capital and free reserves in the ordinary course of business but not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at any one time."

"RESOLVED FURTHER THAT for the purpose of giving effect to the above resolutions, the Board be and is hereby authorized to do all such acts, deeds and things as it may in its absolute discretion may deem fit, necessary, proper or desirable and to settle any question, difficulty, doubt that may arise in respect of the borrowing(s) aforesaid and further to do all such acts, deeds and things and to execute all documents and writings as may be necessary, proper, desirable or expedient to give effect to this resolution."

Certified to be true.

(Name and signature of the Managing Director / Company Secretary)

Date: \_\_\_\_\_

**SCHEDULE 6: SURRENDER LETTER OF THE VEHICLE**

Date:

To,

Bhubaneswar Puri Transport Services.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Sub: Surrender of Vehicle bearing Registration No. \_\_\_\_\_

I/ We entered into a Loan cum Hypothecation Agreement dated \_\_\_\_\_ with Bhubaneswar Puri Transport Services ("Loan Agreement") and availed loan against hypothecation of vehicle being \_\_\_\_\_ (model) bearing Engine No. \_\_\_\_\_, Chassis No. \_\_\_\_\_, bearing Registration No. \_\_\_\_\_ (said vehicle) under the above mentioned Loan Agreement.

As I am/we are unable to perform my/our obligation under the Loan Agreement and pay the loan installment and other dues thereunder, I/we hereby surrender the physical possession of the said vehicle/equipment to you at my/our entire risk and expenses. I/We hereby confirm that such surrender by me/us shall not affect or prejudice your claim for arrears of loan installment, Additional Interest/compensation payable on the delayed Loan installment or outstanding balance together with interest under the Loan Agreement or your right to enforce such claim by action or otherwise.

I/We have surrendered the said vehicle/equipment to you on my own volition and without any coercion and I/we have no claim against you in respect thereof. I/We hereby accord my/our consent to sale/disposal of the said vehicle/equipment in any manner you deem fit to recover the dues under the Loan Agreement. In case of any deficit still remaining under the Loan Agreement, I/we undertake to make good such deficit on demand from you.

I/ We hereby specifically agree and irrevocably consent to the concerned RTO to cancel the certificate of Registration issued by him in my name as Registered Owner of the vehicle/equipment with immediate effect without any further intimation to me and I/we hereby waive service. I/We also hereby agree and confirm that you are free to sell the vehicle/equipment and transfer the Registration Certificate of the said vehicle/equipment in your name or in the name of your nominee at your discretion.

I/We also hereby further confirm that by my surrendering the said vehicle/equipment I/We am/are not absolved from any of my/our liabilities under the Loan Agreement and I/We hereby agree to keep you indemnified saved harmless and defended against all claims actions or charges that may be brought against you.

Thanking you,

Yours faithfully,

Borrower(s) Name and address

---

Signature of the Borrower/s

**SCHEDULE 7: SCHEDULE 7 LETTER FROM THE BORROWER DISCLOSING THE DETAILS OF THE EQUIPMENT**

**ON THE LETTER HEAD OF THE BORROWER**

Date:

To,

Bhubaneswar Puri Transport Services

.....

.....

.....

Sub: Loan Account No. \_\_\_\_\_

Dear Sir,

In connection with the Loan account mentioned above, I / we hereby furnish the detailed particulars of the Equipment purchased out of the loan availed from your Company.

Registration No	
Engine No	
Chassis No.	
Serial No.	
Make	
Model	

I / we attach herewith the copies of the Registration certificate, invoice, insurance policy and tax receipts with respect to the above Equipment for your record purposes. I / We further confirm that all other formalities required to be complied with in respect of the subject Equipment as per local laws in force have

been duly complied with. I/ we further confirmed that above Equipment is hypothecated in your favour to secure the Loan availed by us for purchase of the above Equipment.

Yours Faithfully

.....

(Signature of the Borrower(s))

Name:.....

Address;.....

Enclosures:

- 1.
- 2.

**SCHEDULE 8: RTO FORMS TO BE ATTACHED**

<b>Sr, No</b>	<b>Form No,</b>	<b>No. of copies to be inserted.</b>
1	Form TCR	(to be retained in the booklet)
2	Form 20	(to be retained in duplicate)
3	Form 26	(in duplicate)
4	Form 27	(in triplicate)
5	Form 28	(in triplicate)
6	Form 29	(in duplicate)
7	Form 30	(in duplicate)
8	Form 34	(in duplicate)
9	Form 35	(in duplicate)

**Annexure – PA4: Draft Depot Construction Contract**

**January 2018**

**Bhubaneswar Puri Transport Services (BPTS)**, a Company incorporated under the provisions of the Companies Act 1956, having its registered office at **BMC Campus, Kalpana Square, Vivekananda Marg, Bhubaneswar-751 014, Odisha.** (hereinafter referred to as the “**Authority/BPTS**”, which expression shall include its successors and permitted assigns);

**AND**

[\_\_\_\_\_], a \_\_\_\_\_ incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm having its registered office at [\_\_\_\_\_]  
(hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns);

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

**WHEREAS**

G. Authority is legally empowered and mandated to plan, schedule, own, manage, operate and maintain the Bus Service in Bhubaneswar- Puri cities and other peripheral towns. The Authority is planning to upgrade and expand the city’s Bus System. As part of this plan, the Authority is deploying 310 (nos) Standard and Midi buses comprising three packages through the Gross Cost Contract with private operators selected through open competitive bidding.

H. The Operator has been awarded Package\_\_\_\_ and Bus Operator Agreement in this regard has been signed on\_\_\_\_\_. As part of Operator’s scope of work specified in the Agreement, the Operator has agreed to Design and Construct  Name of the depot  on Engineering, Procurement, Construction Basis. Whereas Authority shall bear entire cost of depot development subject to a ceiling of Rs. \_\_\_\_\_ Cr.

- I. The Authority and the Operator are hereby entering into this Depot Construction contract as Sub Contract to the Bus Operator Agreement to implement the Project of Design and Construction of \_\_\_\_\_ Depot at Bhubaneshwar.

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

## **A. General**

### **1 Definitions**

Terms which are defined in the Technical Specifications are not defined in the conditions of Contract but have their defined meanings. Capital initials are used to identify defined terms.

**"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.

**"Applicable Laws"** means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement or Contract.

**"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions, operations and maintenance of the Works/Project during the subsistence of this Agreement.

**"Bill of Quantities"** means the priced and completed Bill of Quantities Approved by the Empowered Committee

**"Completion Date"** is the date of completion of the Works as certified by the Authority and Completion Certificate issue accordance with Contract conditions.

**"Completion Period/Construction Period"** shall be Twelve (12) months (To Be Finalised) from date of site handover as specified in issue of Notice to Proceed for Bus Depot Project.



**“Contract or Agreement”** is the Contract between the Authority and the Operator to execute, complete, and maintain the Works. It consists of the documents listed in General Condition of Contract.

**“Contract Period”** shall be the period starts from date of signing of Agreement and ends at the end Defect Liability cum Maintenance Period.

**“Completion Date”** is the date on which Completion Certificate has been issued as per the provision of Contract.

**“Days”** are calendar days; **months** are calendar months.

**“Defect”** is any part of the Works not completed in accordance with the Contract.

**“Performance Certificate”** is the certificate issued by Authority, after the Defect Liability Period cum Maintenance Period has been ended and upon correction of Defects by the Operator.

**“Drawings”** meaning all drawings approved by the Empowered Committee.

**“Estimated Project Cost”** means the project cost Approved by the Empowered Committee.

**“Authority”** is the party (BPTS), who employs the Operator to carry out the Works, including routine maintenance, Authority, may delegate any or all functions to a person or body nominated by him for specified functions.

**“Empowered Committee”** is the Committee appointed by the BPTS to act in replacement of the Authority and as better defined in the clause 4 of the Contract.

**“Equipment”** is the Operator's machinery and vehicles brought temporarily to the Site to construct the Works.

**“Force Majeure Event”** shall have the meaning set forth in Contract Condition.

**“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged

in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

**“Intended Completion Date”** is the date on which it is intended that the Operator shall complete the Works. It shall be 12 (Twelve) months (To Be Finalized) from date of site handover as specified in issue of Notice of Award for the Project.

**“Materials”** are all supplies, including consumables, used by the Operator for incorporation in the Works.

**“Material Adverse Effect”** means any act or event of either Party which causes a material financial burden or loss to the counter party.

**“Parties”** shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

**“Plant”** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function as may be required for execution of this Contract.

**“Site/ Project Site”** is the area defined in which project is executed .The exacts locations and area of Bus Depot described in RFP.

**“Site Investigation Reports”** are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

**“Start Date”** The start date shall be the date of site handover as specified in Notice to Proceed with the work.

**“Sub-Contractor”** is a person or corporate body who has a sub contract with the Operator to carry out the construction work in the Contract, which includes work on the Site.

**“Technical Specification”** means the Specification of the Works as approved by the Empowered Committee.

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal

course.

**“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

**“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party for terminating this Agreement.

**“Temporary Works”** are works designed, constructed, installed, and removed by the Operator that are needed for construction or installation of the Works.

**“Quantity Variation”** means difference in quantities of items from estimated and actual, which is required to complete the Work as per the Technical Specification.

**“Price Variation”** means difference in prices of items from estimated and actual, which is required to complete the Work as per the Technical Specification.

**“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Operator of the Operator.

**“Works”** or **“Project”** is defined as the scope of works defined in Bus Operator Agreement or elsewhere specified in this Bidding documents, which Operators shall be required to perform (construct, install, maintain, and give back to the Authority).

## **2 Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about these Conditions of Contract.

2.2 The following documents shall be deemed to form and be read and construed as part of Agreement/Contract, and shall be interpreted in the following order of priority:

- 1) Proposal for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport In Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis In Three Packages (Volume-1, Volume-II &

Volume-III)

- 2) Designs, Drawings, Technical Specifications and Bill of Quantities approved by the Empowered Committee
- 3) Notice to Proceed with the Work,
- 4) Special Conditions of Contract ,
- 5) General Conditions of Contract and
- 6) Any correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement.

It is clarified that in case of conflict between the documents mentioned above, the detailed terms specified in the Agreement, the Agreement shall have overriding effect.

### **3 Scope of Work**

The Scope of the Work of this Project shall mean and includes followings.

#### **a) Design and Construction of Bus Depot:**

- I. The Operator, based on basic design guidelines, Depot Layout and technical specifications provided in the RFP, shall prepare detailed design, Good For Construction Drawings, Bill of Quantity using applicable Schedule of rates published by the State Government or based in Market rate supported by valid evidences of SOR are not available, Estimated Project cost and technical Specifications. The detailed design would broadly include but not limited to the following;

- Layout plans, i.e., site plans
- Utilization of space
- Circulation Plan for buses, private vehicles, pedestrians
- Bus Parking and Maintenance area plan
- Depot Administration Office, Storerooms, driver rest rooms and utility plans
- All Floor Plans
- Sections & Elevations
- Material Specifications of all components of Project Facilities
- Energy Efficiency Measures

- Any other requirement as per applicable laws
- II. The Operator shall submit above documents within 90 days from the date of signing of the Contract. Failing to which Authority shall impose liquidated damages at Rs. 1000/- per day as liquidated damages for additional 30 days from the date of expiry of initial timeline of 90 days. In the event of non-submission the documents mentioned in the point I above upon completion of additional 30 days, the Authority shall considered it as Operator's event of default.
  - III. The documents mentioned in the point I above shall be assessed and approved by an Empower Committee appointed by the Authority pursuant to the provisions specified in the contract.
  - IV. Construction of bus depot/workshop including Internal road, other civil works, installation, testing and commissioning of electrical work, firefighting work, plumbing, drainage work, interior works, signage, landscaping work, and HVAC works etc. as per the drawings attached, Technical Specification and BOQs.
  - V. Any other item of work as may be required to be carried out for completing the bus depot/workshop in all respects and connecting the same with Urban Bus System in accordance with the provisions of the Contract.
  - VI. Site clearance, removal of tree stumps and dismantling of obstructions, encroachments etc if any before commencement of the Works;
  - VII. True and proper setting out and layout of the Works, setting of benchmarks, preparation of working drawings where required and provisions of all necessary labour, instruments, and appliances;
  - VIII. Any other item of work as may be required to be carried out for completing the Bus Depot in all respects in accordance with the provisions of the Contract.
  - IX. The Work shall be completed by Intended Completion Date.
- b) After Completion of Work, The Operator shall Transfer the Possession of Depot to the Authority and subsequently shall enter in a Depot Lease Agreement as per the format provided in the RFP. The Operator shall be responsible for operation and maintenance

of Depot till the Bus Operation Period as per the provisions of the Bus Operator agreement and Depot lease agreement signed between the Authority and the Operator.

- c) The Operator is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair & Maintenance Period as per the relevant clause of Bus Operator Agreement and Technical Specification.
- d) The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract.
- e) The Works shall also include followings.
  - i. Coordinate with concerned authorities for cutting of trees, shifting of utilities if required and removal of encroachments etc and making the site unencumbered from the project construction area required for completion of work. This will include initial and frequent follow-up meetings / actions / discussions with concerned Contract / authorities. The Operator will not be entitled for any payment for the coordination work.
  - ii. Payment for cutting of trees and shifting of utilities as required by the concerned department shall be made by the Authority. The Authority will also assist for expediting and facilitating cutting of trees, shifting of utilities and removal of encroachment etc.
  - iii. Carry out the work of tree cutting, utility shifting, reallocation of religious places, wells, tanks etc. and payment for the same shall be made on the basis of proposals/estimate submitted by concerned state authorities and as per the Authority's assessment.
  - iv. During the period of the Contract, all existing roads within the Right of Way (ROW) shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be provided and maintained as necessary to protect the Works as directed by the Authority. Traffic safety measures during construction shall be provided in accordance with Indian Standards / MORTH and IRC guidelines.
  - v. Ensuring quality assurance of various components of the Works as per Technical specifications and relevant standards prevailing in the market.

- vi. Providing and maintaining fully equipped laboratory for testing and site office, including the supply of testing equipment and consumables; all as prescribed in the relevant specifications. If an in-house laboratory is not maintained, then testing shall be done at a laboratory directed/ approved by Empowered Committee.
  - vii. Submission of Completion Drawings/as built drawings and other related documents as directed by Authority.
  - viii. Any other item as directed by the Authority including insurance cover.
  - ix. All stipulated measures regarding labour employment and their welfare are to be complied with.
  - x. Clearing of site before handing over of the Works;
- f) **Availability of the Project Area:** The Authority shall provide the Site/Project Site for Bus Depot/Workshop works. However, the Operator shall have to make his own arrangements for the land required by him for borrow areas, quarries, site offices, testing laboratories, labour camps, other camps, etc if required.
  - g) The Operator is required to complete the work within the period stipulated in table given in the Notice Inviting Tenders from the Date of Site Handover Date.
  - h) The Authority may engage a Supervision Consultant or any other person to act as Authority for the project. There may be a Project Director of the Authority acting as the Authority's representative.
  - i) Performance and fulfilment of all obligations of the Operators in accordance with the provisions of Contract Conditions and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under this Contract.

#### **4 Empowered Committee for Execution of Work**

4.1 The Authority shall, after signing of the Contract shall constitute an Empowered Committee ("Empowered Committee"/"EC") for execution of following scope of work;

- 1. Finalisation of Design, Drawings, BOQs and Technical Specifications;
- 2. Selection of Sub-Contractor based on the eligibility and qualification criteria provided

in the Contract;

3. Supervision and Monitoring of the quality and timely execution of work and approval of running as well as final bills submitted by the Operator and;
4. Overall contract management.

4.2 The Empowered Committee shall comprise of representatives from the State Government. Concerned Officials of the Authority, independent experts and representatives of the Program Manager.

4.3 The Committee shall be empowered to take independent decisions with regard to approval of drawings, designs, BOQs, Technical Specifications, Bills as well decisions pertaining to any event/issue that may arise as consequence to the enforcement of this contract during the currency of Contract.

4.4 The Committee shall report directly to the Managing Director BPTS.

4.5 The Committee shall meet every 15 days at pre-determined date, time and venue from the date of its formation.

4.6 The committee shall have right to assess the proposal, sought clarification with regard to designs, drawings, BOQ, Technical specifications, cost estimates and any other documents submitted by the Operator with regard to execution of the work.

4.7 The committee shall have right to receive report with regard to progress of the work and to levy liquidated damages in case of delay in any milestone beyond the permissible limit.

4.8 Committee shall response any submission made by the Operator within the reasonable timeline mutually agreed by both the parties.

## **5 Language and Law**

5.1 The language of the Contract documents is English and the law, which applies to the Contract, is the law of Union of India and applicable State laws of Odisha State.



## **6 Authority's Decisions**

6.1 Except where otherwise specifically stated, the Authority will decide contractual matters between the Authority and the Operator in the role representing the Authority. However, if the Authority is required under the rules and regulations and orders of the Authority to obtain approval of some other authorities for specific actions, he will so obtain the approval.

6.2 Except as expressly stated in the Contract, the Authority shall not have any authority to relieve the Operator of any of his obligations under the contract.

## **7 Delegation**

7.1 The Empower Committee, with the approval of the Authority, may delegate any of his duties and responsibilities to other people, after notifying the Operator, and may cancel any delegation after notifying the Operator.

## **8 Communications**

8.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **9 Subcontracting**

9.1 In the event of the Operator not having in-house capacity to execute the work, it hereby agrees to appoint a Sub-Operator possessing eligibility and qualification as follows;

### **9.1.1 Eligibility of Sub-Contractor**

- A. Sub-Contractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self Government body.
- B. Sub-Contractor should not be blacklisted by any government organization/ company/ institution/ body.

- C. Sub-Contractor (including all sub Operators of the Sub-Contractor) shall not be affiliated with a firm or entity which;
  - i) has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or
  - ii) has been hired (or is proposed to be hired) by the Authority as Authority for the Contract.
- D. Only the Parties which are constituted as Companies under the Indian Companies Act, 1956, or Partnerships under the Indian Partnership Act or Proprietorships shall be eligible to be appointed as a single Sub-Contractor only. Individuals or any other forms of legal entities shall strictly not be eligible.
- E. The Sub-Contractor should be profit making firm (As per last audited financial statement) and its Net worth of last audited financial year should be positive.
- F. Consortium/ joint venture is permitted as Sub-Contractor.

#### **9.1.2 Qualifications for the Sub-Contractor**

- A. Has achieved average annual audited turnover of not less than 30% of the Estimated Project Cost in last three financial years (beginning from 2014-15).

Turnover Figure shall be multiplied with the multiplication factors/Indexation factors specified below in order to bring to 2016-17 prices.

Such turnover shall be from construction activities only as certified by the auditors of the company and necessary supporting documents/ certificates certified by statutory auditors to be submitted to clearly support the same. The income such as Interest income, trading income will not be considered for the turnover criteria.

- B. Experience of having successfully completed Similar Nature of Work of following value during last five years (2012-13) as Prime Operator ending last day of month previous to the one in which applications are invited should be

either of the following:

- (i) At least three similar completed works, each costing not less than the amount equal to 40% of the Estimated Project Cost.

**OR**

- (ii) At least two similar completed works, each costing not less than the amount equal to 50% of the Estimated Project Cost

**OR**

- (iii) One similar completed works costing not less than the amount equal to 80% of the Estimated Project Cost.

The meaning of **Prime Operator** is as follows: *“The Sub-Contractor acted as either single Operator or lead member of the consortium/Joint Venture for execution of similar nature of project. The Sub Contractor displaying experience as lead member of consortium/joint venture, the weightage towards experience in the project would be given in proportion of its participation share in the Joint Venture/Consortium”*

***Those Projects executed as sub-Contractor shall not be considered as eligible projects and hence not been considered for Evaluation.***

***The similar nature of work shall mean Good quality architectural M.S fabrication works for Malls, Multiplexes and Sports facility for the area of more than \_\_\_\_\_ sq.mtr***

The Sub-Contractor is required to submit evidences in terms of necessary supporting documents AND client certificates.

Multiplication/ indexation factors shall be applied to the value of Similar Nature of Work that Sub-Contractor has executed (as specified in Completion Certificate) to bring it to 2016-17 prices. These factors are specified below.

Financial Year	Multiplication/Indexation Factor
2016-17	1.0
2015-16	1.1
2014-15	1.21
2013-14	1.33
2012-13	1.46
2011-12	1.61

- C. The bidding capacity/Work execution capacity of the Sub-Contractor has to be equal to or more than the estimated project cost, approved by the Empowered Committee. The bidding capacity shall be worked out using the formula:-

$$\text{Bidding capacity/ Work Execution Capacity} = [A * N * 2] - B$$

$$= \underline{\hspace{2cm}}$$

Where, A = Maximum value of works executed in any one year during the last 3 years updated to current price level as per multiplication indexation factors provided above.

N = No. of years prescribed for completion of works for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids has been invited.

The Sub Contractor is required to submit the annual income/ turnover from “civil construction Contractual activities” only for last 3 financial years (beginning from 2014-15) certified by statutory auditors and also submit evidence in terms of work orders/ LOA of existing commitments and ongoing works to be completed during the period of completion of work for which bids has been invited.

- D. The Sub-Contractor shall have “AA” class Contractor registration with

Bhubaneswar Municipal Corporation/ State PWD, and/or CPWD and/or any other Government department for civil construction works.

- E. The Sub-Contractor shall have to provide Solvency certificate for an amount equal to 20 % of the estimated cost of works in addition to the amount of works on hand still to be executed by The Sub-Contractor.
- F. Submit proposed methodology in sufficient detail and programme of construction backed with equipment planning and deployment duly supported with broad output calculation and quality assurance procedures proposed to be adopted justifying the adequacy of the Sub-Contractor's proposal to meet the technical specification and the completion of work within the stipulated period of completion.

9.2 The Operator shall submit documentary evidences to the Authority showcasing Eligibility and Qualification of the Sub-Contractor as provided above. The Operator shall be able to appoint the Sub-Contractor only upon written approval from the Authority after satisfactory assessment of The Sub-Contractor's credentials.

9.3 The Operator shall enter in to a Sub- Contract agreement with the Sub-Contractor constituting the provisions of this Contract.

## **10 Obligations of the Operator**

### **10.1 General Obligations of Operator**

- a) Subject to and terms and conditions of this Contract, the Operator at its cost and expense shall undertake survey, Engineering, procurement, construction, installation, electrical fittings, firefighting, plumbing work and maintenance of the Project and fulfil and comply with all obligations set out in the Contract Conditions, Scope of Work, BoQs, Technical Specifications and Drawings.
- b) Comply with applicable laws and permits in performance of its obligations during Construction and Defect Liability Period cum Maintenance Period.
- c) Performance of all obligations under this Contract in accordance with the Technical Specifications, Contract Conditions, Good Industry Practice and as a reasonable and

prudent person.

- d) Ensure Sub-Contractor executes the Work as per the provisions and requirements of this Contract.
- e) The Operator shall remedy all loss or damage to the Project or Material to be incorporated in the Project from the Start Date till the end of the Defect Liability Period cum Maintenance Period at Operator's cost if such loss or damage is attributable to the Operator's acts or omissions.
- f) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Operator's obligations under this Contract.
- g) Operator shall 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.
- h) Operator shall support, cooperate with Authority and facilitate the Authority in the implementation and maintenance of the Project in accordance with the provisions of this Contract.
- i) The Operator should take up the Works as decided by the Authority to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles till the completion of the Works.
- j) Operator shall take insurance policies of Works, Plant & Materials, its employees and Third party insurance as per the provision of this Contract.
- k) The Operators shall also give a list of machineries in his possession and that he proposes to use the work.
- l) The Operator is responsible for safety of its people deployed on Project. He shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the laborers/workers engaged by the Operator on asphalt work.
- m) The Operator shall deploy adequate and good quality of equipments required for maintenance of road. It also has to abide by the direction of Authority during the work.
- n) The Operator shall not have any legal rights on the Site and the Operator is required to use Project site to carry out the Project Works only.
- o) The Operator is required to provide the colour photograph displaying the date and time of Completed Work along with the Bill as and when demanded by Authority.
- p) Operator shall have to deploy adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc to carry out the work.

## **10.2 Cooperation with Other Operators**

- a) The Operator shall cooperate and share the Site with other Operators, public authorities, utilities and the Authority if Authority so demands or as referred in Technical Specifications. The Operator shall also cooperate with them or provide any facilities as demanded by Authority.

## **10.3 Employment of competent Personnel**

- a) The Operator shall employ competent technical personnel or other technical persons approved by the Authority for the construction work and routine maintenance/Maintenance Work. The Authority will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than existing competent technical personnel.
- b) If the Authority asks the Operator to remove a person who is a member of the Operator's staff or work force, stating the reasons, the Operator shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- c) The Operator shall not employ any retired officer who has worked in the Contracting Department of the BPTS and has either not completed two years after the date of retirement or has not obtained BPTS's permission to employment with the Operator.

## **10.4 No Advertisement on Project Site by Operator**

- a) Project or any part thereof shall not be used in any manner to advertise any commercial product or services by Operator. It is agreed that Operator can only display diversion or safety related displays during the execution of Works and during defect liability period.

## **10.5 Operator to Carry out the Works**

- a) The Operator shall carry out construction, repair and maintain the Works in accordance with the Technical Specifications, Scope of Work, Drawings, BoQ and Good Industry Practice at places to be intimated later or as per the direction of Empowered Committee. Any breach or deviation from the Technical Specifications leads to Damages and Penalties. The Damages and Penalties shall be commensurate with the type and nature of the Default or breach. The deviation from the Technical Specifications shall only be permitted to the extent permitted by the Authority.

- b) Operator shall bear full risk in and take full responsibility for the care of the Works/Project and Materials, equipments for incorporation therein from Start Date until the end of Defect Liability Period cum Maintenance Period except to the extent that any loss of or damage to the same shall arise out of any default or neglect of Authority.

#### 10.6 **Electricity, Water and other services**

- a) The Operator shall be responsible for the provisions of all electricity, water and any other services that may be required for execution of Works.
  
- b) **Water Supply:** The Operator shall arrange at his own cost, a suitable supply of piped water for the construction of the works and provide a satisfactory supply of potable water for drinking, washing, sanitation, cleaning down and as may be required for execution of Work. The Operator will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenance and ultimate removal of any distribution system around the site. If Operators wishes to get the water supply from BPTS, if available then water connection at one point will be given. The Operator will arrange balance distribution. Recovery at the actual charges as per prevailing norms of the BPTS will be deducted for the actual consumption from each RA bill. In case of non-availability of water supply by BPTS, then it is the responsibility of the Operator to arrange for the water supply at his own.
  
- c) **Electricity:** The Operator is required to obtain electricity connection at project site in the name of BPTS. The cost of obtaining such electricity connection shall be reimbursed by BPTS. The Operator is required to bear the electricity expenses during the construction/execution of Work and make regular payment of electricity expense during the construction/execution of work. In case if there is any delay in obtaining electricity connection supply of power at site or any interruption or fault in the power during the work, the Operator is required to make its own arrangement, at its cost, for obtaining power/electricity supply for execution of work. In such circumstances, No compensation shall be paid for idle labour staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-payment of power consumption charges, BPTS reserves the right to deduct the same



from the RA/ Final Bills of the Operator.

- d) Operator will be required to conduct testing of material as mentioned in Technical Specification, at BPTS approved laboratories.

#### **10.7 The Works are to Be Completed by the Intended Completion Date**

- a) The Operator may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Operator, as updated with the approval of the Authority, and complete them by the Intended Completion Date. Any delay leads to the Liquidated Damages as specified under relevant clause of this General Conditions of Contract.

#### **10.8 Safety**

- a) The Operator shall be responsible for the safety of all activities on the Site. The Operator shall strictly comply with all applicable safety standards and safety standards as specified in Technical Specifications in addition to the safety standard suggested by MORTH and IRC guidelines.
- b) The Operator shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.
- c) All the arrangements made for fencing and lighting shall be maintained by the contractor throughout the contract till the physical taking over of the work by the Authority.
- d) The Operator shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons employed on the site and shall maintain them in the same conditions suitable for immediate use at any time and shall comply with the following regulations in connection there with :

- (i) The workers shall be required to use the equipment so provided by the Operator and the Operator shall take adequate steps to ensure proper use of the equipment by those concerned.
  - (ii) When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and necessary steps shall be taken for the prompt rescue of any person in danger.
  - (iii) Adequate provision shall be made for prompt first aid treatment or injuries likely to be sustained during the course of the work.
- e) The Operator shall be responsible for and shall pay the expense of providing medical to any workmen or any personnel who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the Authority the same shall be recoverable from the Operator forthwith and be deducted without prejudice to any other remedy of Authority from any amount due to that may become due to the Operator.

#### **10.9 Liability in case of Damage done in surrounding areas**

- a) Compensation for all damage done intentionally or unintentionally by Operator's labourers whether in or beyond limits of BPTS, property shall be estimated by the Empowered Committee, or such other Officer as he may appoint and the estimates of the Empowered Committee, subject to the decision of the Additional Authority, on appeal, shall be final and the Operator shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Operator as damages from Performance Security or deducted by the Empowered Committee from any sums that may be due or become due from Municipal Corporation to the Operator under this contract or otherwise.
- b) The Operator shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

#### **10.10 Obligations regarding labour laws**

The Operator shall have to adhere to the applicable labour laws including for wages during the

Contract.

#### **10.11 Operator to Execute the Works**

- (i) The Operator shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with Technical Specifications, Drawings and Good Industry Practice.
- (ii) The Operator shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Empowered Committee. The design and the drawings shall be lodged in the office of the Empowered Committee to which the Operator shall be entitled to have access for the purpose of inspection at such office during office hours.
- (iii) Where the instructions referred to above are not contained in separate letters addressed to the Operator the same shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The Operator shall be required to sign such entries in the work-order book, which shall be maintained and kept on the site of the work. The Operator shall be required to sign such entries in the work-order book in token of having noted the instructions. However, if the Operator fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the Operator on the site of the work during office hours.

#### **10.12 Obligations relating to Ownership of Operator Company**

Operator shall not undertake or permit any changes in its ownership, except with the prior approval of the Authority during the Contract Period.

#### **10.13 Operator's Risk**

- a) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract on any default or neglect of Operator is the responsibility of the Operator.

### **11 Obligations of the Authority**

### **11.1 General Obligation of Authority**

- a) Authority is responsible for correctness and completeness of the Scope of the Project.
- b) Authority shall provide Site to Operator for carry out its obligations under this Contract and Scope of Work.
- c) Procure all applicable permits relating to the environment protection and site conservation if applicable.
- d) Upon written request from the Operator, subject to Operator complying with applicable law, provide reasonable support to Operator for obtaining applicable permits.

### **12 Liability of accidents to persons**

12.1 Responsibilities and liabilities, of the Operator under Workmen's Compensation Act following shall also apply in addition to followings:

- a) On the occurrence of an accident, which result in death of workmen employed by the Operator or which is so serious as is likely to result in death of any such workmen, the Operator, shall within 24 hours of happening of such accident(s) intimate, in writing to the Authority the fact of such accident(s). The Operator shall indemnify BPTS (BPTS) against, all loss or damage sustained by the BPTS resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the BPTS as a consequence of BPTS failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).
- b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the Operator or by the Government as principal Authority, it shall be lawful for the Authority to retain cut of money due and payable to the Operator, such sum or sum of money as, may, in the opinion of the Authority, be sufficient to meet such a liability. The opinion of the Authority shall be final in regard to all matters arising under this clause.

### **13 Insurance during the Construction Period and Defect Liability Period cum Maintenance Period**

The Operator shall, at its cost and expense, purchase and maintain during the Construction Period and Defect Liability Period cum Maintenance Period, such insurances as are necessary including but not limited to the following:

- (a) Fire and allied natural calamities for the Project, Plant and Machineries at replacement value with the Authority as beneficiary;
- (b) Operator's all risk insurance.
- (c) Comprehensive third party liability insurance including injury or death to such third parties who may enter or are in the vicinity of the Project Site;
- (d) Workmen's compensation insurance;
- (e) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (f) Loss or damage to the plant, material and equipment.
- (g) Personal injury or death of employee of Operator and/or Authority.

Any other insurance that may be necessary to protect the Operator, its employees and the Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (g).

13.1 Insurance policies and certificates for insurance shall be delivered by the Operator to the Authority for the Authority's approval before the Start Date and all such insurance shall provide for compensation to rectify the loss or damage incurred or injury or death as specified in relevant clause.

### 13.2 **Application of Insurance Proceeds**

- (a) All moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project or any part thereof which may have been damaged or destroyed and claims payable to Third Party arising out of injury or death to such third parties who may enter or are in the vicinity of the Project Site.
- (b) Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such

repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

- (c) For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project shall be released by the Authority to the Operator and balance, if any, shall be retained by the Authority.

### **13.3 Validity of the Insurance Cover**

The Authority shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Construction and Defect Liability Period cum Maintenance Period and furnish copies of the same to the Authority for each year/policy period. If at any time Operator fails to purchase and maintain in full force and effect any and all of the Insurances required under this Contract, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Operator by encashment of performance security or deduct from the remaining bills of the Operator.

## **14 Discoveries**

- 14.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority. The Operator shall notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.

## **15 Possession of the Site**

- 15.1 The Authority shall handover the Site to the Operator free from encumbrances to carry out Works. The Operator may have to accommodate/ adjust with other Operator/s if required by Empowered Committee.

- 15.2 Upon completion of Works and as per condition of contract, the Operator shall handover the

Site free from all encumbrances.

## **16 Supervision of Works**

16.1 All works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Empowered Committee or its authorised representatives, the Operator shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Empowered Committee or its authorised representatives to visit the works shall have been given to the Operator, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present, for that purpose. Orders given to the Operator's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Operator himself.

## **17 Instructions and Actions where no specification**

17.1 The Operator shall carry out all instructions of the Authority, which comply with the applicable laws where the Site is located.

17.2 In the case of any class of work for which there is no such specification , such work shall be carried out in accordance with the event of there being no specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Empowered Committee.

## **18 Dispute Redressal System**

### **18.1 Settlement of disputes**

- a) Except or otherwise specifically provided in the contract, all the disputes concerning questions of fact arising under the contract shall be decided by the Empowered Committee, subject to a written appeal by the Operator to the Empowered Committee, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (b).

b) Dispute or difference to be referred to:

If at any time, any question, disputes or differences of any kind what so ever shall arises between the Authority and the Operator upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such questions, disputes or differences as to any decision, opinion, instruction, direction certificate or evaluation of the Authority.

The question or difference shall be settled by the Municipal Commissioner, who shall state his decision in writing and give notice of the same to the Authority and to the Operator and such decisions shall be final and binding upon both parties to the contract and work on contact if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

Should the Municipal Commissioner fail to give a decision within two (2) calendar months after issuance of notice of a question, dispute or difference or if the Operator is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to standing committee of BPTS. Then also if the question or difference not settled and if the Operator is dissatisfied with any such decision of standing committee of BPTS the question or dispute or matter may be referred to the court of law subject to Bhubaneswar Jurisdiction.

**19 Claim for compensation for delay in the starting of work**

19.1 No compensation shall be allowed for any delay caused in the starting of the work on account of clearance to be obtained by the Operator or on account of any delay in according sanction to estimates.

**20 Claim for compensation for delay in the execution of work**

20.1 No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, sub-soil water or water standing in borrows pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.



## **21 Entering upon or commencing any portion of work**

21.1 The Operator shall not enter upon or commence any portion or work except with written authority and instruction of the Empowered Committee the work failing such authority the Operator shall have on claim to ask for measurements of or payment for work

## **22 Fair Wages to Operator's workers**

22.1 If a Operator fails to pay within "7' (seven) days to its laborer(s) employed for this Project, the minimum wages prescribed by the Government under the Minimum wages. Act 1948 as in force time to time the Empowered Committee shall be at liberty of deduct the amount payable to the laborer(s) worker(s) from his Operator's bill or deposit(s) payable by the Operator after making due inquiries and establishing the claim(s) of the labour(s) worker(s) The Operator shall not be entitled to any payment or compensation on account of loss that he Operator may have to in cure on account of the action as forced a notice in writing to be Operator shall be issued by the Empowered Committee to the wages as per Minimum wages Act in force at the relevant time. If the Operator does not be as aforesaid within seven days the action contemplated as above shall be taken against him.

## **23 Severability and Waiver**

23.1 If any provision of this Contract, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Contract or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Contract of any right, remedy or provision of this Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

## 24 Representation and Warranties of Operator

The Operator represents and warrants to the Authority that

- (i) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations and carry out the work as per the terms of contract.
- (ii) It has taken all necessary actions under the Applicable Laws to authorize execution and delivery of this contract and to validly exercise its rights and perform its obligations under this contract.
- (iii) This contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (iv) it is subject to civil and commercial laws of India with respect to the Tender and this Contract/ Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (v) the information furnished in the Bid and as updated on or before the date of this agreement/contract is true and accurate in all respects as on the date of this Agreement.
- (vi) the execution, delivery and performance of the this Tender and Contract thereof will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, 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;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Operator's 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 or constitute a default of the Operator under the Tender or which individually or in the aggregate may result in any Material Adverse Effect;
- (viii) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which

may result in any material adverse effect or impairment of the Operator's ability to perform its obligations and duties under this Tender and Contract.

- (ix) it has complied with all Applicable Laws 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 Material Adverse Effect;
- (x) no representation or warranty by the Operator contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (xi) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Operator, to any person by way of fees, commission or otherwise for securing the Tender or entering into of the Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

## **25 Representation and Warranties of Authority**

The Authority represents and warrants to the Operator that

- (i) It has full power and authority to grant the Tender and enter into Agreement with the Operator.
- (ii) It has taken all necessary action under Applicable Law to authorize the execution, delivery and performance of this Agreement;
- (iii) The Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (iv) It has good and valid rights for Site.
- (v) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Operator's ability to perform its obligations and duties under this Tender and Agreement;

## B. Time Control

### 26 Completion Milestones

26.1 The contractor shall endeavour to adhere following milestones for completion of construction work

<b>Sr. No.</b>	<b>Cumulative % of physical completion of construction</b>	<b>Cumulative % of Completion time</b>
1	13%	33%
2	38%	50%
3	75%	75%
4	100%	100%

### 27 Progress Schedule (Detailed Programme of Implementation of Works)

27.1 The Operator shall furnish within 15 (Fifteen) days (Unless extended by Authority) from Committee Approval date to Authority for approval a Progress Schedule showing date of starting, general methods, arrangements, order, and timing for all the activities (i.e procurement of materials, setting up of plant and materials etc.) in the Works including monthly progress schedule, anticipated completion date of each major item. The dates of Progress Schedule shall be adhere to the intended completion date and followings:

- (i) In case it is found necessary, at any stage to alter the schedule, the Operator shall submit in good, time a revised schedule incorporating necessary modification proposed by Authority/Authority in accordance with Contract or owing to other suitable reasons, and get the same approved from the Authority. No revised schedule shall be operative without such acceptance in writing. The Authority is further empowered to ask for more detailed schedule or schedules, any week by week, for any item or items and the Operator shall supply the same as and when asked for.
- (ii) The Authority shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the Operator shall after receiving such direction, proceed in the order directed. The Operator shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Authority within seven days of the said Authority's direction to

alter the order of works.

- (iii) The Operator shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Authority and the same not be varied without the prior approval of Authority.
- (iv) The Operator shall from time to time, as may be required by the Authority, furnish the Authority with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Authority may, if he considers necessary at any time advise alternation in the same, which the Operator shall adopt on notice thereof.
- (v) The progress schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Authority.
- (vi) The Operator shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Authority.

27.2 The approval of the progress schedules by the Authority shall not relieve the Operator of schedule required by the Authority shall not entitle the Operator to any extra payment.

## **28 Notice to be given before work is covered up**

28.1 The Operator shall give not less than five day's notice in writing to the Empowered Committee before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Operator's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

## **29 Approval by the Authority for Temporary Works**

29.1 The Operator shall submit Specifications and Drawings showing the proposed Temporary Works to the Authority for approval, which is expected to be implemented by Operator. The

Temporary Works shall be as specified in either Technical Specifications section or as specified by Authority.

29.2 The Operator shall be responsible for design of Temporary Works.

29.3 The Authority's approval shall not alter the Operator's responsibility for design of the Temporary Works.

29.4 The Operator shall obtain approval of third parties to the design of the Temporary Works, where required.

29.5 All Drawings prepared by the Operator for the execution of the temporary or permanent Works, are subject to prior approval by the Authority before their use.

### **30 Extension of the Intended Completion Date**

30.1 The Authority shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Operator taking steps to accelerate the remaining Works, which would cause the Operator to incur additional cost.

30.2 The Authority shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Operator asking the Authority for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Operator has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30.3 If the Operator shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Authority before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Authority may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Authority in this matter shall be final.

### **31 Delays Ordered by the Authority**

31.1 The Authority may instruct the Operator to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Authority. In such case Intended Completion Date shall be extended for a period delay has been caused.

### **32 Management Meetings**

32.1 The Authority may require the Operator to attend a management meeting. The business of a management meeting shall be to review the progress and plans for the Works.

32.2 The Authority shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Authority either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

### **33 Liquidated Damages**

33.1 If the Operator fails to complete the works within the original or extended time limit, the Operator shall pay damages of 10% of amount of remaining work.

## **C. Quality Control**

### **34 Accuracy**

34.1 The Operator shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith.

34.2 The Operator shall abide by the standards and provisions specified in Technical Specifications, Drawings and BOQs.

34.3 If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the Operator, on being required to rectify such errors by the Authority in charge shall at his own expense do so to the

satisfaction or the Authority. If however, such error is based on incorrect data supplied in writing by the Authority, the expenses of rectifying the same shall be borne by the Authority. The checking of and setting out of any line or level by the Authority or his representative shall not in any way, relieve the Operator of his responsibilities for the correctness of the error. The Operator shall carefully protect and observe all benchmarks and other things used in the Works.

### **35 Works to be under direction of Authority**

35.1 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Authority of the BPTS, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.

### **36 Quality Checks Register**

36.1 A register in the prescribed form showing day to day receipt, consumption and balance of inventory for the Works, except cement and steel, will be maintained by the Operator, which shall invariably be signed daily by the Operator or his authorized representative in token of its correctness. The Authority shall inspect the storage facility and in case of mismatch between actual balance and balance in register, take appropriate action including payment of work done at reduced rate.

### **37 Identifying Defects**

37.1 The Authority or authorised Supervision Authority appointed by Authority shall check the Operator's work and notify the Operator of any Defects that are found. Such checking shall not affect the Operator's responsibilities. The Authority may instruct the Operator to search for a Defect and to uncover and test any work that the Authority considers may have a Defect.

37.2 The Operator is responsible to remedy any such defects identified by Authority or its representative. In such cases, Operator shall take appropriate measures indicated by Authority.



### **38 Tests**

38.1 The Operator shall be solely responsible for :

- a) Carrying out the mandatory tests prescribed by the Specifications / Specifications for Building Works of BPTS / Relevant Indian Roads Congress Specifications / Relevant Bureau of Indian Standards (BIS)/ Test mentioned in the Technical Specification and any other relevant standards as specified by Authority or Authority.
- b) The Operator shall conduct test at the laboratories which is approved by the Authority
- c) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

38.2 If the Authority instructs the Operator to carry out a test not specified above, to check whether any work has a Defect and the test shows that it does, the Operator shall pay for the test and any samples.

38.3 The cost of all such Tests shall be borne by the Operator.

38.4 The Operator is responsible for setting up of Testing Laboratory and deploys the necessary equipments and apparatus as per the provision of Technical Specification and this tender. Non setting up of Laboratory leads to payment of Damages/Penalties. The cost of setting out of Testing Laboratory shall be borne by the Operator.

### **39 Correction of Defects or unsatisfactory works**

39.1 The Operator shall be responsible to make good and remedy at his own expense any defect or unsatisfactory works or not as per the Technical Specifications which may be noticed or observed during the testing or inspection/supervision of Authority.

39.2 The Authority shall give the Operator a notice through phone call/ email/ fax writing about the defects and the Operator shall make rectify the same within time period specified by it on receipt of the notice. In the case of failure on the part of the Operator, the Empowered Committee may rectify or remove or re-execute the work at the risk & cost of the Operator. The Empowered Committee shall be entitled to appropriate the whole or any part of the amount of security deposit (I.e Performance Security), Retention Money or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of

defects.

39.3 The Empowered Committee may impose penalties/damages for non rectification of defects or liabilities in specified time period. The amount of penalties/damages shall be commensurate with types of breach.

#### **40 Alterations in specifications add designs not to invalidate contracts**

40.1 The Empowered Committee shall have power to make any alterations in or additions to the original specifications drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Operator shall be bound to carry out the work in accordance with any instruction in this condition which may be given to him in writing signed by the Empowered Committee and such alteration shall not invalidate the contract and any addition work which the Operator may be directed to do in the manner above specified as part of the work shall be carried out by the Operator on the same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work.

40.2 And if the additional or alteration work includes any class for which no rate is specified in this contract when such class of work shall be carried out at the rates entered in the Schedule of Rates of the respective Government Division or at the rates mutually agreed upon between the Empowered Committee and Operator, which ever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon, then the Operator shall within seven days of date of receipt by him of the order to carry out the work, inform the Empowered Committee of the rate he shall by notice in writing, he at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider, advisable, provided always the if that Operator shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall have only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall fixed by the Empowered Committee. In the event of a dispute the decision of the Additional Authority of the Municipal Corporation shall be final.

40.3 The Intended Completion Date of the work shall be extended in the proportion to Alteration work.

**41 No Claim to any payment or compensation for alteration in or restriction of work**

41.1 If at any time after the execution of the Agreement ,the Empowered Committee shall for any reason whatsoever, require the whole or any part of the work, as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Operator.

41.2 In any such case except as provided hereunder the Operators shall have no claim to and payment of compensation whatsoever on account of any profit or advantage which he might have received from the execution of the work in full but which he did not so derive in consequence of the amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him.

41.3 The Operator shall not have also any claim for compensation by reason of any alterations having been made in the original specifications drawings designs and instructions which may involve any curtailment of the work as original contemplated where however, materials have already been purchased or agree to be purchased by the Operator before receipt by him of the said notice the Operator shall be paid for such materials at the rates determined by the Empowered Committee provided they are not in excess at requirement and are of approved quality and or shall be compensated for the loss if any that he may be put to, in respect of material agreed to be purchased by him; the amount of such compensation to be determined by the Empowered Committee whose decision shall be final.

41.4 If the Operator suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Operator shall on application be entitled to such compensation on account of labour charges as the Empowered Committee whose decision shall be final may consider reasonable. Provided the Operator shall not be entitled to any compensation on account of labour could have been employed by the Empowered Committee the labour could have been employed by the Operator elsewhere for the whole or part of the period during when the stoppage of the work has been ordered as aforesaid.

## **D. Cost Control**

### **42 Bills of Quantities**

42.1 The Bill of Quantities shall contain items for the work done by the Operator.

42.2 The Operator shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each completed item for the Works carried out by the Operator.

### **43 Variations in Quantities**

43.1 The Empowered Committee reserves rights to reduce or increase the scope of work upto 20% on its sole discretion or based on valid claim made by the Operator.

43.2 In above conditions, the Authority shall adjust the rate(s), to allow for the change.

43.3 The Authority shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent except with the Prior approval of the Empowered Committee.

43.4 If requested by the Authority, the Operator shall provide the Authority with a detailed cost breakdown of any rate quoted by him in the Bill of Quantities.

43.5 All variations shall be included in updated programme.

### **44 Payment for Quantity Variations**

44.1 Upon receipt of the instruction for executing varied work by Authority/Authority, due to which actual Quantities varied as compared to specified in BOQ then, Operator is obliged to execute the work as per instructed by Authority at a tender rate.

44.2 If there is delay in the Authority and the Operator coming to an agreement on the rate of an extra item, rates as proposed by the Authority shall be payable provisionally till such time as the rates are finally determined or till a date mutually agreed.

### **45 Extra Items**

45.1 The basis for the valuation of variations for addition to the Contract Price shall be as follows

in the same order of priority.

- a) Variations in the quantities of work in schedule of quantities shall not vitiate the contract.
- b) The Operator shall be bound to execute extra items of work as directed by the Empowered Committee.
- c) Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- d) The price variations on extra item will not be given.
- e) In case of other non tender items following procedure shall apply.

45.2 If any extra item crops up during the progress of work the same shall be carried out by the Operator and he shall be paid at the rate fixed by Authority which shall be fixed as lowest of the rates derived by rate analysis based on the following three methods, the priority of the documents forming the Contract shall be as follows:

- (i) If the extra item is included in the S.O.R. of Road & Building Department, Year \_\_\_\_\_, the rate of extra item shall be that rate and premium (above or below) quoted by Operator.
- (ii) Rate analysis based on prevailing Govt. of Odisha's SOR rates.
- (iii) Rate analysis based on current market rates. This shall be based on
  - The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Operators profit.
  - The overheads shall be taken at 5 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery, and equipment, the cost of all temporary and incidental works.

45.3 The Operators profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.

45.4 In the event of disagreement, the Authority shall fix such rates and prices as are, in his opinion appropriate and shall notify the Operator accordingly with a copy to the Authority.

45.5 The Authority shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Authority, the Operator, and the Authority.

45.6 The Operator shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

#### **46 Payment Certificate and Payment**

46.1 The payment to the Operator will be made as per following procedures for the Works (Construction of Bus Depot) executed during Construction Period :

- a) The Operator shall submit monthly bills on or before the date fixed by the Empowered Committees for all works executed in the previous month supported with detailed measurement specifying the quantities of each item executed, rates provided in the BOQs of this Tender, percentage rate quoted by the Operator and as agreed between Authority and the Operator and specified in Approval from the Empowered Committee. This statement shall also state estimated value of the work completed less the cumulative amount certified previously.
- b) The Operator is required to provide the colour photograph displaying the date and time of Completed Work along with the Bill as and when demanded by Authority.
- c) The Authority shall check the Operators' monthly statement within 20 (twenty) days and certify the amount to be paid to the Operator.
- d) The value of work executed shall be determined by the Authority and it shall also include the valuation of Variations and Compensation Events.
- e) The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- f) Empowered Committee shall verify the quantities claim in the bill with the progress registered in measurement books or through the actual measurement of Authority as specified in the Technical Specifications. Joint measurement shall also be taken continuously and need not be connected with billing stage. Measurement recorded in the

measurement books shall be signed by both Operator and Authority's representative. Payments shall be adjusted for deductions for retention, deduction for Performance Securities, damages/penalties and other recoveries in terms of contract and taxes, at source, as applicable under the law.

g) Upon above process specified in above (a) to (f), the Authority shall issue Payment Certificate. The Authority shall pay the Operator the amounts certified by the Authority within 14 days of the date of each certificate.

46.2 The payment to the Operator for repair and maintenance work arising owing to vandalism and accident as per the rates and procedure specified in clause above for the actual work executed as specified in Indent/Maintenance Notice.

a) Payment procedure as per Cl. above shall be followed for payments on this account, though no deductions for any retention shall apply.

b) Costs of repair and maintenance shall be borne by the Operator if arising due to defect in works, normal wear and tear, manufacturing defects, damages attributable to the Operator's act or omission or accident/ vandalism by the employee or people hired by Operator.

#### **47 Lump sums in estimates**

47.1 When the estimate on which a tender is made includes lump sum, In respect of part of the work, the Operator shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Empowered Committee capable of measurement; the Empowered Committee may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Empowered Committee shall be final and conclusive against the Operator with regard to any sum or sums payable to him, under the provisions of this clause.

#### **48 Method of payment**

48.1 Payment to Operator shall be made by cheques drawn on any treasury within the Authority's convenient to them.

## **49 Tax**

49.1 The rates quoted by the Operator shall be deemed to be inclusive of the all levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Operator will have to pay for the performance of this Contract. The Authority will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## **50 Currencies**

All payments will be made in Indian Rupees.

## **51 Retention**

51.1 Authority shall deduct 10 % of each Running Bill Amount as a Retention Money. Such retention money shall be released in the final bill for the work.

## **52 Price Adjustment**

Any Kind of Price Adjustments shall not be applicable for the given work.

## **53 Performance Security**

The Operator hereby assures, entrusts and covenants unto the Authority that:

- a) The Operator shall provide the Performance Security of amount equal to 5% of the Estimated Project Cost approved by the Empowered Committee, form (Bank Guarantee or Demand Draft). The validity period of Performance Security shall be the period for work completion.
- b) The Performance Security will be released to the Operator when the Defect Liability Period cum Maintenance Period is over, and the Authority has certified that the Defects, if any, notified by the Authority to the Operator before the end of this period have been corrected; and that the Operator satisfactorily did the maintenance works and issue the Certificate of Performance thereof;



- c) Provided that if the contract is terminated for reasons other than that which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and released to the Operator.

### **53.1 Encashment of Performance Guarantee**

The Authority shall be entitled to en-cash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- (i) Non payment of any dues by the Operator to the Authority as required to be paid as per the terms of the Contract including damages as provided.
- (ii) An Event of Default not being remedied by the Operator in reasonable Period specified by the Authority during construction and time period provided in Annexure -1 during the Defect Liability Period cum Maintenance Period despite repeated notice as provided in this regards.
- (iii) Non removal of deficiencies during the handover or Defect Liability Period cum Maintenance Period as per the terms of the Contract.

Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.

The provision under this Sub-Clause authorising the Authority to encash the Performance Security shall be exercisable in addition to and without prejudice to the Authority's right to do so under any other similar provision in this Contract permitting encashment.

### **53.2 Fresh Performance Security**

In the event of the encashment of the Performance Security by the Authority pursuant to

Encashment Notice issued, the Operator shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate the Contract by giving 30 days notice in accordance with the provisions herein.

#### **54 Cost of Repairs**

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Operator at his cost if the loss or damage arises from the Operator's acts or omissions, or regular repair and maintenance requirements.

#### **55 Events Leading to Extension of Intended Completion Date**

55.1 The following shall be **Compensation Events** unless they are caused by the Operator:

- a) The Authority orders a delay or delays exceeding a total of 30 days.
- b) The Authority does not give access to a part of the Site before the Site Possession Date as stated by the Authority/ Authority.
- c) The Authority modifies the schedule of other Operators in a way which affects the work of the Operator under the contract.
- d) Ground conditions are substantially more adverse than could reasonably have been assumed before approval issued by the Empowered Committee (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- e) The Authority gives an instruction for dealing with unforeseen conditions, caused by the Authority.
- f) Public authorities, utilities or the Authority does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Operator.
- g) The Authority unreasonably delays issuing a Certificate of Completion.
- h) Other Compensation Events listed in this document.

55.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Authority shall decide whether and by how much the Intended Completion Date shall be extended.

55.3 As soon as information demonstrating the effect of each Compensation Event upon the Operator's forecast cost has been provided by the Operator, it is to be assessed by the Authority and the Contract Price shall be adjusted accordingly. If the Operator's forecast is deemed unreasonable, the Authority shall adjust the Contract Price based on Authority's own forecast. The Authority will assume that the Operator will react competently and promptly to the event.

55.4 The Operator shall not be entitled to compensation to the extent that the Authority's interests are adversely affected by the Operator not having given early warning or not having cooperated with the Authority.

55.5 In the event of delay or extension due to reasons other than the Compensation Event, the Liquidated Damages shall apply to the Operator.

## **E. Finishing the Contract**

### **56 Completion Certificate/ Final Certificate**

#### **56.1 Test on Completion**

- a) At least 20 (Twenty) days prior to likely completion of Project/ Works or any parts thereof, the Operator shall notify the Authority/ Authority to its intent subject to Project/ Works or any parts thereof to Test. The date and time of each of the Tests shall be determined by the Authority in consultation with the Operator to carry out Tests. The Operator shall provide such assistance as Authority or authorized representative of the Authority may reasonably require for conducting the Tests.
- b) All Tests shall be conducted as per relevant clause. The Authority shall observe, monitor and review the results of the Tests to determine compliance of the Project/Works with Technical Specifications and Designs and if it is reasonably anticipated or determined by the Authority during the course of any Test that the performance of the Project or any part thereof does not meet the Technical Specifications or Design Specification, it shall

have the right to suspend or delay such Test and require the Operator to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Operator shall provide to the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that Authority may require the Operator to carry out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Technical Specifications and Designs.

- c) The cost of Tests shall be borne by the Operator.

#### **56.2 Completion Certificate**

- a) Upon completion of Works and within one month of Authority determining the Tests to be Successful, It shall forthwith issue to Operator a certificate of Completion of the Works (the “**Completion Certificate**”) subject to clearance of site specified in relevant clause.
- b) The Completion Certificate shall be issued only upon completion of construction of Bus Depot as per Technical Specifications, BoQs and Drawings and same shall be verified upon successful outcome of Tests.

#### **56.3 Rescheduling of Test**

- a) If the Authority certifies to the Authority and Operator that it is unable to issue Completion Certificate because of events or circumstances on account of which the Tests could not be held or suspended, the Operator shall be entitled to re- schedule the Tests and held the same as soon as reasonably practical. All the cost of Test shall be borne by the Operator.

#### **56.4 Clearance of Site**

- a) The Works shall be deemed to be considered complete only after the Operator shall have removed the debris, surplus material, machineries, scaffolding from the Project Site upon completion of work. The Operator is responsible clear the site from all debris

and surplus materials to the satisfaction of Authority.

- b) If the Operator shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Empowered Committee may at the expense of the Operator remove such scaffolding, surplus material and rubbish and dispose off as the thinks fit and clean off such dirt as aforesaid and the Operator shall forth with pay the amount off all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum act by realized by the sale thereof.

### **56.5 Taking Over**

- a) The Authority shall take over the Site and the Works within seven days of the Authority's issuing a certificate of Completion. The Operator shall continue to remain responsible for its maintenance during the Defect Liability Period cum Maintenance Period.

### **57 Defect Liability cum Maintenance Period**

57.1 The Defect Liability cum Maintenance Period for a Project shall be of 5 Years from the date of issue of Completion Certificate.

57.2 The Operator shall be responsible for all Defects/ deficiencies during the Defect Liability Period cum Maintenance Period and remedy at his own expense any defect or deficiencies on account of regular wear and tear, regular repair and maintenance requirements and repair/maintenance required owing to accident and vandalism, which may be noticed or observed by Authority during the Defect Liability Period cum Maintenance Period.

57.3 Authority shall issue Indent during the Defect Liability Period cum Maintenance Period specifying the regular repair & maintenance Works and repair and maintenance work due to Vandalism and accidents to be carried out by the Operator in accordance with Works specified in Indent (the "**Indent**"). Such Indent shall be in writing and shall also specify the types of Works to be carried out and also Intended Completion Date. It also specifies type of repair and maintenance work arises owing Vandalism and Accident or regular defects in initial work, manufacturing defect or requirement of regular maintenance. The decision of Authority shall be final. All such Work shall be completed in an Intended Completion Date

specified in Bus Operator Agreement and Technical Specification. If not so specified, then it shall be specified in Indent. Authority may take view of the Operator in deciding the Intended Completion Date for items not specified in Bus Operator Agreement and Technical Specification. However, the decision of Authority/Authority shall be final in this regard. Any breach or delay in work shall be resulted in to damages/penalties. Damages/penalties duties shall be commensurate with types of breach/damages.

57.4 Authority shall carry out detailed inspection during the Contract Period and issue additional Indents if need for repair/maintenance so arises.

57.5 The Operator is further also required to carry out weekly inspection of the site during the Defect Liability cum Maintenance Period and send a weekly inspection report on every Monday to Authority. The Operator shall indicate status of elements, need of maintenance/repair/replacement and name, designation and contact details of Supervisor deployed for daily Inspection. The format of the Inspection Report shall be finalised in consultation with Authority.

57.6 The Operator is required to carry out repair and maintenance work as per the Indent and in conformity with Technical Specification in time period specified in relevant clause above.

57.7 The Operator shall be obliged to regular maintenance and repair, during this Defect liability cum maintenance period, the entire corridor in proper condition through repair or remedy of any defective, broken, or worn out parts or elements of the works, irrespective of whether this requirement is owing to defect of initial works, wear and tear, vandalism, of any other reason. The cost of maintenance shall be borne by the Operator except for the vandalism and accidents. The decision of Authority shall be final in establishing the fact that vandalism or accident has been incurred or not.

57.8 The Operator shall ensure quality assurance of various components of the repair and maintenance Works as per the Technical Specification and relevant standards of BIS and IRC.

57.9 Upon completion of Works specified in Indent and Authority determining the Tests to be Successful and all the defects/unsatisfactory work/poor quality work has been remedied pursuant to relevant clauses of Bus Operator Agreement, Authority in-charge shall proceed for payment for repair and maintenance work arise owing to vandalism and accident..

57.10 The Operator is required to maintain adequate inventory of material/consumables as prescribed in relevant Technical Specification and BoQs and as directed by the Authority

and complete the repair and maintenance Work in time period as per the clause above.

57.11 Upon completion of repair/ maintenance work, Operator is required to clear the Project Site from the debris and additional consumables immediately.

57.12 The Operator is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair & Maintenance Period as per the relevant clause of Bus Operator Agreement and Technical Specification.

57.13 In the case of failure on the part of the Operator, the Empowered Committee may rectify or remove or re-execute the work at the risk & cost of the Operator. The Empowered Committee shall be entitled to appropriate the whole or any part of the amount of security deposit (i.e Performance Security) or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects to the satisfaction of Authority. The Empowered Committee may impose penalties for non rectification of defects or liabilities in specified time period. The amount of penalties shall be commensurate with types of breach.

57.14 Even after repeatedly directed by Authority if Operator shall not take any action towards remedy or fully rectify the defects without any valid reason, In such events, The Authority shall have authority to terminate the contract.

#### **58 Remedy of Defects or Poor Quality Work During the Defect Liability Period cum Maintenance Period**

58.1 The Operator shall be responsible for maintenance of the Works/Project till the completion of Defect Liability Period cum Maintenance Period.

58.2 If, at any time before the expiry of Defect Liability Period cum Maintenance Period , It shall appear to the Empowered Committee that/ any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Empowered Committee to intimate this fact in writing to the Operator and then notwithstanding the fact that the work; materials or articles complained of may have been passed, certificate and paid for the Operator shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event

of his failing to do so within a period to be specified by the Empowered Committee in the written intimation aforesaid, the Empowered Committee may take following actions.

- a) the Empowered Committee may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the Operator and in such events the Operator shall be liable to pay compensation in addition to the cost of rectification at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days.
- b) To employ labour paid by the Authority and to supply material and carry out the work or any part of the works, debiting the Operator with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Additional Authority shall be final and conclusive against the Operator) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Operator under the terms of this contract, and in that case the certificate of the Additional Authority as to the value of the work done shall be final and conclusive against the Operator.
- c) Employ another Operator and any expenses may be incurred shall be borne and paid by the original Operator and shall be deducted from any money due to him by Authority under the contract or otherwise or from his security deposit or the part thereof.

58.3 In the event of any of above course specified in clause above being adopted by the Additional Authority the Operator shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Operator shall not be entitled recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Additional Authority shall have certified in writing the performance of such work and the amount payable in respect thereof and he shall only be entitled to be paid the amount so certified.

## **59 Vandalism**

59.1 In the event that any damages or need for repairs to the works arises during the Defect Liability Period cum Maintenance Period on account of vandalism and accidents, the Operator shall be required to make good the damages and repair and rectify the works at



the cost of the Authority.

59.2 The cost of the repair and maintenance shall be borne by the Operator owing to defect in works, wear and tear, and manufacturing defects and need arise owing regular maintenance.

59.3 The payment shall be made as per the rates specified by him in the price bid and specified in award of work and actual work executed as specified in Indent and certified by Authority.

## **60 Certificate of Performance**

60.1 The Operator shall request the Authority within 28 (Twenty Eight) days after the completion of Defect Liability Period cum Maintenance Period, to issue a Certificate of Performance (the "**Certificate of Performance**") of completion of all maintenance obligation during the Defect Liability Period cum Maintenance Period in accordance with the terms of Contract. The Authority shall issue Certificate of satisfactory Performance upon deciding that Maintenance Works were completed and effects , if any, brought to the Notice of the Operator under the Defect Liability Period cum Maintenance Period have been Remedied.

## **61 Maintenance during the Defect Liability Period cum Maintenance Period**

- a) During the Defect Liability Period cum Maintenance Period, the Operator shall maintain the Project/ Works in accordance with the Best Industry Practice, Technical Specifications and terms specified in the Contract.
- b) The Operator may commence execution of the Works upon receipt of such Indent. The Operator shall carry out the Works in accordance with the directive of the Authority and in conformity with Technical Specification, Good Industry Practice and provisions of this Contract and complete them by the Intended Completion Date. Any delay leads to the Damages/Penalties. Damages/Penalties shall be commensurate with type of work and breach specified in the Indent.
- c) The Operator is obliged to undertake routine maintenance including prompt repairs of the Works (i.e structures and any other components).
- d) The Operator shall guarantee the entire installation of electrical works as per specifications. All electrical equipments shall be guaranteed for three years from the

date of Completion against unsatisfactory performance or break down due to defective design, manufacture and installation. This guarantee is for every item of electrical components except for Lamps. The installation shall be covered by the conditions that whole installation or any part there of found defective within one year from the date of taking over shall be replaced or repaired by the Operator free of charge.

- e) The Operator shall comply with all Safety requirements specified in Technical Specifications, relevant MORTHs guidelines and IRC guidelines.
- f) The Operator shall comply with the Maintenance Standards specified in the Maintenance Manual and Monthly maintenance programme during the Defect Liability Period cum Maintenance Period.
- g) The Operator shall carry out the maintenance of Works in a manner so as to minimum disruption of the Traffic.
- h) The Operator shall carry out joint maintenance inspection every month during the Defect Liability Period cum Maintenance Period and undertake the maintenance work accordingly.
- i) The Maintenance work shall be as per the satisfaction of Authority.
- j) In case of any Deficiencies, Defect found during the Defect Liability Period cum Maintenance Period, the Operator is obliged to take prompt actions and remedied the Defect or Deficiencies to the Satisfaction of Authority.
- k) Performance and fulfilment of maintenance obligations as specified in Bidding documents.

## **62 Maintenance Manual and Drawings**

- a) The Operator shall in consultation with Authority shall prepare, Maintenance Manual before completion of Works and incorporate any suggestions, modification received from the Authority. The Maintenance Manual shall be in conformity of Technical

Specifications, MORTH and IRC relevant guidelines about the Maintenance, and Good Industry Practice.

- b) The Maintenance Manual shall comprise the monthly maintenance program detailing the plans for monthly maintenance works to be undertaken.
- c) Upon completion of Works, the Operator shall submit the "as built" Drawings and any other information or manuals requested by Authority on or before the period specified in such request.
- d) If the Operator does not submit the Drawings and/or manuals by the dates stated in request, or they do not receive the Authority's approval, the Authority shall withhold the outstanding amount from payments due to the Operator.

### **63 Final Account**

- a) The Operator shall supply the Authority with a detailed account of the total amount that the Operator considers payable under the Contract before the end of the Defects Liability Period. The Authority shall issue a Certificate of Performance and certify any final payment that is due to the Operator within 28 (Twenty Eight) days of receiving the Operator's account if it is correct and complete. If it is not, the Authority shall issue within 28 (Twenty Eight) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Authority shall decide on the amount payable to the Operator and issue a payment certificate within 28 days of receiving the Operator's revised account. The payment will be made within 14 days thereafter.
- b) Performance security shall be refunded upon finalisation of Final Account.

### **64 Termination in Event of Default of Operator**

Occurrence of following Events shall be considered as the Default by Operator (the **“Operator’s Event of Default”**):

- a) Repeatedly fails to carry out any obligation under the contract event after repeatedly directed by Authority/Authority in a reasonable time period.
- b) Fails to carry out any obligation under the contract which has Material Adverse Effect for this Project
- c) without reasonable excuse fails –
  - (i) to commence the works on Site within the period stated in the Notice to Proceed Work after signing the agreement or;
  - (ii) To proceed with the works, or any section thereof as indicated by the Authority, within 28 days after received notice.
- d) Has failed to comply with a notice issued or an instruction issued within 28 days after having received.
- e) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract.
- f) The Operator does not maintain a Performance Security, which is required as per terms of this Contract.
- g) Sub-contracts the any other works except electrical works and landscaping works.
- h) Has failed to furnish the required Performance Security or extension or renewal of its validity period thereof as per the terms of this contract.
- i) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- j) Change in Operator's Ownership during this Contract with prior consent of Authority.
- k) The Operator fails to provide insurance cover as required as per terms of this Contract.
- l) Operator carries out any other activities other than the execution of Works on the Project Site.
- m) Any time it is found that the Operator has carried out Fraudulent Practice or Malpractice in execution of Works.
- n) The Operator failed to make any payments/damages/penalties due to Authority within period specified in the Contract/ Agreement without any valid reason.
- o) The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- p) Contract fails to accompany with the applicable laws, rules, regulation
- q) Any representation made or warranties given by the Operator under this Agreement is found to be false or misleading.
- r) The Operator repudiates this Contract.
- s) if the Operator, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

On occurrence of any of above events or circumstances, the Authority shall provide notice to Operator to remedy the breach/ Default in reasonable time period specified in the notice. If the Operator shall not cure or remedy the default/ breach then Authority may at its sole discretion, upon giving 15 days notice to the Operator, terminate the contract and expel the Operator from the site.

The Authority's election to terminate the contract shall not prejudice any other rights of the Authority, under the contract or otherwise. Authority may at its sole discretion forfeit the Performance Security and may recover from the amount due to the Operator on occurrence

of any of the Operator's Event of Default.

After termination, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any goods, Operator's documents and other design documents made by or on behalf of the Operator.

## **65 Termination in Event of Default of Authority**

Occurrence of following Events shall be considered as the Default by the Authority (**The "Authority's Event of Default"**).

- a) Authority fails to handover the Project Site for carrying out Works.
- b) The Authority repudiates this Contract or otherwise evidences an intention not to be bound by this Agreement.
- c) The Authority failed to make any payments due to the Operator within period specified in the Contract without any valid reason.
- d) Authority or any Governmental Agency has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Contract and has failed to cure the same within 60 days of notice thereof by the Contract.
- e) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.

Upon occurrence of all such events, Operator may send notice to Authority indicating the types of Breach/default and reasons for which progress of Woks can not be achieved. Upon non cure of default in reasonable time period, Operator may upon giving 15 days notice to the Authority, terminate the contract and expel the Operator from the site.

## **66 Termination Payment for Event of Default**

- a) If the Contract is terminated because of an Event of Default of Operator then there shall not be any Termination Payment to be paid to the Operator.
- b) If the Contract is terminated at the Authority's Event of Default or convenience then the Authority shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment and the Operator's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law. The amount derived shall be payable to Operator.

### **67 Property**

- a) All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Authority for use for completing balance construction work if the Contract is terminated because of the Operator's default, till the Works is completed after which it will be transferred to the Operator and credit, if any, given for its use.

### **68 Indemnity**

- a) The Operator shall indemnify Authority against all actions, suits, claims & demands through or made against the BPTS in respect of work of this Operator against any loss damage to Department in consequence of any action or suit being brought against the Operator for anything done or omitted to be done in execution of the work of this contract.

### **69 Force Majeure**

69.1 Neither party shall be to liable to the other for any loss or damage occasioned by or arising out of acts of god, and in particular, unprecedented Floods, volcanic eruption, earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power, strikes or boycotts (other than those involving the Operator or their respective employees/representatives or attributable to any act or omission of any of them) , 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, Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Operator, which prevent performance of the contract and which could not have been for seen or avoided by a Operator or Authority (the “**Force Majeure**”).

69.2 On occurrence of Force Majeure Event, Parties are excused from the Performance of their Obligations.

69.3 In the Event of occurrence of Force Majeure Event both the party shall try to continue to perform their obligation stipulated in this contract. If Force Majeure Event subsists for 120 days then either party may by notice to other party terminate the Contract.

69.4 In the event that Parties are unable to agree in good faith about the occurrence of or existence of a Force Majeure event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of the proof as to the occurrence of Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

69.5 Termination of the Contract (a) shall not relieve the Operator or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of the Tender 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.

## **70 Survival**

Termination of the Contract (a) shall not relieve the Operator or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of the Tender 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.





## SPECIAL CONDITIONS OF CONTRACT

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<b>Special Conditions of Contract</b>
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#### **1 Labour**

**1.1** The Operator shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**1.2** The Operator shall, if required by the Authority, deliver to the Authority a return in detail, in such form and at such intervals as the Authority may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Operator on the Site and such other information as the Authority may require.

#### **2 Compliance With Labour Regulation**

**2.1** During continuance of the Contract, the Operator and his sub Operators shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Special Conditions of Contract. The Operator shall keep the Authority indemnified in case any action is taken against the Authority by the any Government Authority/ Agency on account of contravention of any of the provisions of any Act or rules

made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Operator, the Authority/ Authority shall have the right to deduct any money due to the Operator including his amount of Performance Security.

**2.2** The Authority shall also have right to recover from the Operator any sum required or estimated to be required for making good the loss or damage suffered by the Authority. The employees of the Operator in no case shall be treated as the employees of the Authority at any point of time.

### **3 Drawings and Photographs of the Works**

**3.1** The Operator shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Operator for this.

**3.2** The Operator shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Authority in writing. No photographs of the works or any part thereof or plant employed thereon, except those permitted under relevant clause, shall be taken or permitted by the Operator to be taken by any of his employees or any employees of his sub-Operators without the prior approval of the Authority in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Authority in writing.

### **4 The Apprenticeship Act 1961**

**4.1** The Operator shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

## APPENDIX TO SPECIAL CONDITIONS OF CONTRACT

### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Authority plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: -The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: -The Act provides for certain welfare measures to be provided by the Operator to contract labour and in case the Operator fails to provide, the same are required to be provided, by the Principal Authority by Law. The principal Authority is required to take Certificate of Registration and the Operator is required to take license from the designated Officer. The Act is applicable to the establishments or Operator of Principal Authority if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: -The Authority is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled

employment. Construction of buildings, roads, runways is scheduled employment.

- g) Payment of Wages Act 1936: -It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Authority on matters provided in the Act and get these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Authorities. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act

1979: -The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Authority of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Authority to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
  
- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

**5 Discrepancy Between Technical Specification and General Condition of Contract:** In Case of discrepancy between Special Condition and Other Contract Conditions, more stringent shall be followed.

## Annexure 1 to General Condition of Contract

### Time duration to rectify work during Defect Liability Period cum Maintenance Period if Operator appoints sub Contractor

Item No.	Description of work
1	<b>All Concrete works including for drains</b>
1.01	Any defects including cracks will have to be repaired and/or filled and surface rendered to match with the exposed finish RCC in 14 days.
2	<b>All Paving and Flooring works</b>
2.01	Any breakage/settlement in the flooring will have to be rectified within 7 days.
3	<b>Drain Works</b>
3.01	Repair works of drains for failed components shall be completed with 24 hours from the receipt of the Notice.
4	<b>All Mild Steel Fabrication Work</b>
4.01	Any failure in terms of rusting will have to be rectified within 2 days. Any structural failure of joints, welding, etc. to be rectified within 7 days.
4.02	In case anchor fastener fails, the same will have to be redone with grouting within 4 days. Additional 3 days for other finishing work such as flooring etc. Any structure member fixed by anchor fastener will have to be immediately supported till the time rectification taken place.
5	<b>Roof Sheeting and Flashing Work</b>
5.01	Any leakages will have to be repaired within 3 days.
6	<b>Signage</b>
6.01	Repair works of signage for failed components shall be completed within time period of 24 hrs to 3 days maximum.
7	<b>All Mild Steel Fabrication Work</b>
7.01	Any failure in terms of rusting will have to be rectified within 2 days. Any structural failure of Joints, welding, etc. to be rectified within 7 days
7.02	In case anchor fastener fails, the same will have to be redone with grouting within 4 days. Additional 3 days for other finishing work like flooring. . Any structure member fixed by anchor

	fastener will have to be immediately supported till the time rectification taken place.
8	<b>Removal of Rejected Material</b>
	Rejected material shall be removed within 24 hrs. from site.
9	<b>Miscellaneous Work</b>
	In case any shrinkage cracks appear in wood, the same will have to be replaced within 4 days. In case of breaking, coming off, etc. of the wooden member, the same will also have to be fixed within 4 days.
	<b>HANDING OVER / TAKING OVER: ( Including all Civil, Electrical work... )</b>
	<p>After completion of works and tests specified above, the various installations of the project can be taken over by the Authority as and when these are ready in all respects. The Defect Liability Period cum Maintenance Period of Three Years shall start from the date, when all the installations of the project have been executed, tested as described above, successfully commissioned and handed over.</p> <p>The Operator has to produce the Final As – Built drawings duly signed by Authority, Consultant, Architect &amp; Client before finalizing the Final bill.</p> <p style="text-align: center;">Final bill will not be considered if as built drawings not provided by Operator as following.</p> <p style="text-align: center;">Final As built documents</p> <ul style="list-style-type: none"> <li>- As built drawings with RTP ( Reproducible Tracing Paper ). : 1 Set</li> <li>- As built drawings with Colored Print out : 4 Sets</li> <li>- Soft Copy of the same : 6 Copies</li> <li>- Test certificates - Six copies.</li> </ul>

**(Dated Signature of the Operator)**

**Authority**

**Form No 1 : Bank Guarantee for Performance Security**



Whereas M/s \_\_\_\_\_ (Operator Name) have been Awarded a contract dated \_\_\_\_\_ for the execution of the Construction, Repair and Maintenance of Bus Depot/ Work Shop at \_\_\_\_\_ in the City of Bhubaneswar for Bus Service.

Whereas the said M/s \_\_\_\_\_ has approached us \_\_\_\_\_ Bank (Bank Name) to provided a Performance Guarantee to the \_\_\_\_\_, BPTS for the work undertakes by M/s. \_\_\_\_\_ and

Whereas We, the \_\_\_\_\_ Bank have agreed to provided such a Performance Guarantee Bond.

Now therefore, we the \_\_\_\_\_ Bank provided the following performance Bank, Guarantee by way of these Bond to the \_\_\_\_\_, BPTS.

1. The contract value of the contract provided to M/s. \_\_\_\_\_ by the BPTS in Rs. \_\_\_\_\_. This guarantee in the nature of Performance Guarantee is provided so as to ensure and indemnify the BPTS for full and proper performance of the contract by M/s. \_\_\_\_\_ the \_\_\_\_\_ Bank hereby indemnify the BPTS for all losses and / or damages to the Bus Service depot at \_\_\_\_\_ which would be constructed by M/s. \_\_\_\_\_ and such Performance Guarantee would include any damage to Bus Depot under this Contract and any part of it, which may be suffered by the BPTS as a result of defective production of mixes, because of poor workmanship, or at all, by way of this bond, we the \_\_\_\_\_ Bank agree and promises that in the eventuality of the Operators M/s. \_\_\_\_\_ not repairing or remedying the problem, loss or damage to the Bus Service depot we shall indemnify and pay the BPTS such expenses, losses and damages that may be incurred by the BPTS, as a result of the BPTS getting the work done itself or from the other source.
2. We \_\_\_\_\_ Bank agree and understand that the decision as to whether any losses or damages to the project have taken place or not and / or whether the work suffers from poor workmanship or not will be taken by the BPTS and on the Commissioner's decision regarding such losses or damages or defect whatsoever being so notified by the BPTS to us, We shall immediately take steps and ensure that

M/s. \_\_\_\_\_ faithfully and diligently carry out the necessary remedial steps to the full satisfaction of the the BPTS. The opinion of the Commissioner as to whether full and complete remedial steps, to the full satisfaction the the BPTS has been taken or not, will be that of the BPTS. For the purpose, of arriving at such decision as aforesaid it will be open to the Chairman of the BPTS in case he so desires, to delegate this power to subordinate like the Authority to take appreciate decision and the decisions referred to above will be deemed to be properly take and as if taken by the the BPTS. In the eventually of M/s. \_\_\_\_\_ not taking remedial action to the almost satisfaction of BPTS will be entitled to get the work done itself or from sources. On BPTS notifying to us the total expenses incurred for this purpose. We hereby expressly have under taken to pay the BPTS the said amount forthwith and in any case not less than 7 days from taken to pay the BPTS the said binding the amount indicted by the BPTS and our obligation to pay such amount will be continuing of the BPTS and our obligation irrespective of any dispute of differences that may arise between us and M/s. \_\_\_\_\_ of between the BPTS and M/s. \_\_\_\_\_.

3. the contract value is Rs. \_\_\_\_\_. This Performance Guarantee is limited to 5% of the said contract value and accordingly it comes to Rs. \_\_\_\_\_ our liability will be in all cases be limited to Rs. \_\_\_\_\_.
  
4. We agree and undertake that this Performance Guarantee will be valid for a period of \_\_\_\_\_ Years from the date when the contract work is completed by the M/s. \_\_\_\_\_. The BPTS notify such completion that to us. In case, no such completion it is notified, this performance guarantee will be a valid up to 45 days from the Defect Liabilities Period of \_\_\_\_\_ months from the date of execution of this agreement. The Performance Guarantee will come into effect from such completion date. In case however, the contract of several parts it will be opened to the Commissioner to indicate separate completion dates for separate part and to simultaneously indicate a break up of the contract value equivalent to the separate part. In which case the Performance Guarantee to extent of the different completion dates. It is expressly understood that the considering this period of \_\_\_\_\_ years, the date by which the Corporation, intimate the Bank about the losses, damages or problems as the case may be, shall be considered as long as such intimation is up to 45 days from Defect Liability Period cum Maintenance Period from the completion date. We the \_\_\_\_\_ Bank will be liable, irrespective of whether the remedial actions or lack thereof has taken place after the period of the five years.
  
5. We \_\_\_\_\_ Bank agree that the Performance Guarantee which

is continuing guarantee will be binding, and enforceable against us irrespective of any difference / disputes between the BPTS and M/s. \_\_\_\_\_ of between us and M/s. \_\_\_\_\_ and irrespective of any change or variation or execution time or any forbearance or waiver made or grant by the BPTS to M/s. \_\_\_\_\_.

6. In case any disputes arise as to the interpretation or implementation or implementation of this Performance Guarantee, the matter shall be referred to the sole arbitration of he BPTS whose decision in the matter will be final.

In case any resource to any court of law is necessitated, the appropriate Civil Court in the Bhubaneswar along will have Jurisdiction.

Date:

Signature & Seal of Guarantor Bank .....

Bank Address .....

## Annexure – PA5: Design Brief of the New Bus Depot

### **Design Brief for Proposed New Depot Construction**

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These design specifications are developed for detailed design and construction of proposed new bus depots at Patrapada and Chandrashekharapur area.

#### **1. Bus Depot**

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A bus depot is an essential part of support infrastructure for smooth and efficient operations of city bus services. Bus depot not only serves as an idle parking facility for buses but also houses facilities for day to day servicing, repair and maintenance of buses besides providing space for administrative and operations planning, monitoring and control activities.

BPTS has already identified 5 Ac. of land parcel for each of the above mentioned locations for depots constructions. Details of Location Plan, Material Specification for Depot construction and a tentative layout plan has been attached in this Annexure.

#### **2. Activity Mapping in Depot**

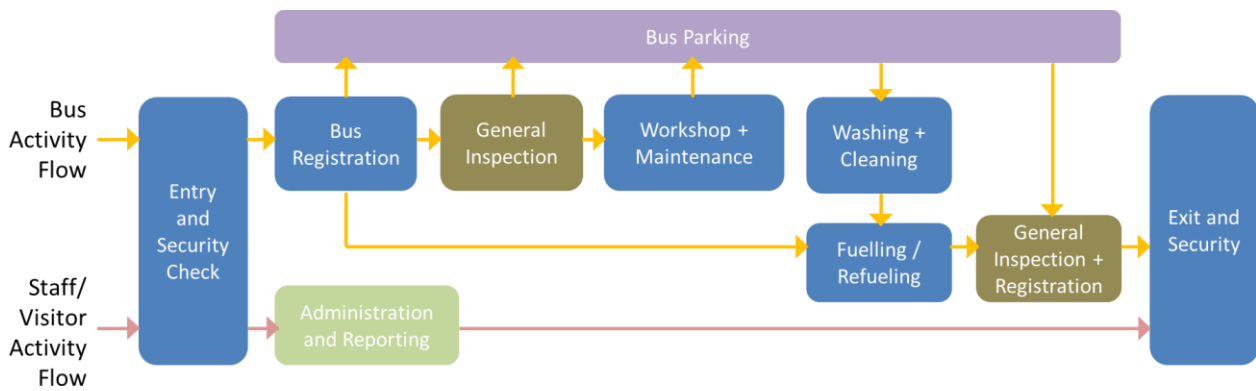
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Management of movement of buses is the primary operation in a bus depot. It includes managing the transfer of buses between various activities/locations in the depot.

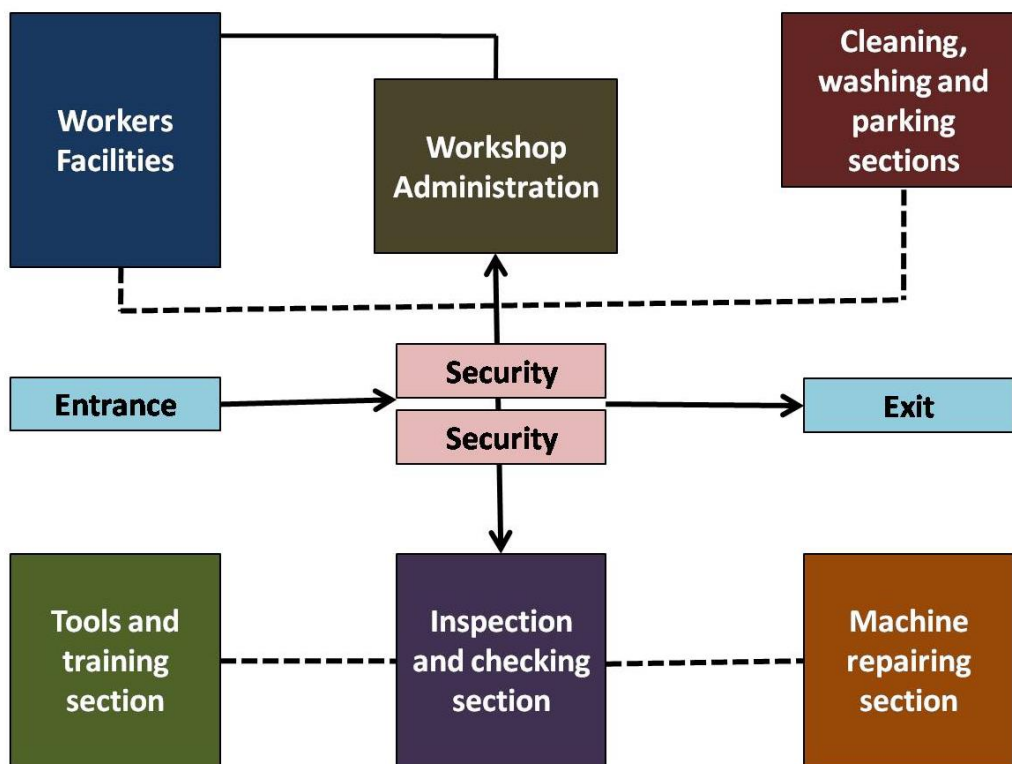
The following are the principal bus management tasks carried out at a bus depot:

- 1) In-shedding (Entry)
- 2) Parking
- 3) Washing/Cleaning
- 4) Repair and Maintenance
- 5) Fuelling
- 6) Out-shedding (Exit)

The crew scheduling activities include allocation of crew (driver) to a bus; assigning the crew the duty schedule at exit and maintenance schedules (workshop and other bus management sections). The figure below shows the tentative flow of activity for buses and staff in the proposed depots. The activity flow is critical in the efficient functioning of the depot has been used to design the tentative depot layouts and must be followed in the detailed and proposed final design of the respective depots.



The facilities in the depot provided in the depot are based on the activities to be performed and have been mapped out in the facilities schematic arrangement in the figure below.



### 3. Components of Depot

A bus depot is an essential part of support infrastructure for smooth and efficient operations of city bus services. Bus depot not only serves as an idle parking facility for buses but also houses facilities for day to day servicing, repair and maintenance of buses besides providing space for administrative and operations planning, monitoring and control activities.

#### A. Workshop Area

The maintenance of buses is undertaken in the workshop area. The area includes pits for inspection and maintenance; tools and equipment for routine servicing and mechanical repairs; and facilities for

changing/maintaining tires and storage. The various areas based on maintenance and repair activities carried within the engineering building have been stated below with minimum area allocation for the activities in the table below.

	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	Workshop office	1	150	sqm
b	Store Area	1	260	sqm
c	Tool and Yard Room	1	20	sqm
d	Battery Room	1	50	sqm
e	Unit overhauling section	1	150	sqm
f	JIB crane with electric hoist	1	3	sqm
g	Toilet and Utility block	1	50	sqm
h	Repair Bays	4	60	sqm
i	Repair Pits	6	60	sqm
j	Oil Store Room	1	25	sqm
k	Tyre Store Area	1	150	sqm
l	Air Compressor Room	2	3	sqm
m	Painting and Denting Section	2	65	sqm
n	Circulation Space	1	150	sqm
	<b>Minimum Total Area</b>		<b>1750</b>	<b>sqm</b>

#### **B. Washing Area**

Cleaning is one of the integral components of bus operations, be undertaken daily. It may include wet washing, or dry cleaning (internal and external) or both. The wet washing area is typically a large covered or uncovered structure provided in the depot complex, where buses are washed and cleaned, mechanically and/or manually. The required areas for the activity is presented below.

	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	General Inspection Pit	1	60	sqm
b	Washing Ramp	1	60	sqm
c	Washing Area	1	150	sqm
d	Water Tank (underground)	1	20	cum
e	Water Recycling Area/ DEWATS	1	400	sqm

	<b>Minimum Total Area</b>	<b>700</b>	<b>sqm</b>
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### C. Fuelling Area

The fuelling area is to be located close to the exit to aid easy access to the fuelling and refueling of buses. The area allocated is to be provided to the Diesel distribution company for installation of fuel tank and dispensers for exclusive fuelling of the buses in depot. The design requirements of the area is provided below.

	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	Fuelling Area	4 dispenser	180	sqm
b	Fuel Tank	1	50	cum
	<b>Minimum Total Area</b>		<b>180</b>	<b>sqm</b>

### D. Administration Area

This building is at the center of vehicle operations. It controls the operations and maintenance functions along with other administrative work and monitoring for the vehicle fleet. The administrative block is to be planned near the entrance/exit gate because it houses crew interaction facilities during in-shedding and out-shedding. It supports the in-shedding and out-shedding activities related functions of cash and waybills submission; and supervision and memorandum exchange with the drivers and conductors. Administrative block facility should have separate access from the external edge of the depot (on which the parking is to be located), because it is the entry point for all the personnel to access any section of the depot, with the view to control access to the facility. Interaction with different offices for crew related functions should be facilitated through windows on the external façade

The administrative block should be planned and designed to cater to a variety of functions, including assigning of crew duties and serving as the office for the depot supervisor. The administrative block has three principle components: operational area, general offices, and staff facilities. The facilities in the administration building can be planned as a multi storied approach organizing and segregating different functions. The area requirements are as follows.

	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	Administration and Operation office area	1	260	sqm
b	Crew Rest Area	1	100	sqm
c	Toilet and Utility Area	1	50	sqm

	<b>Minimum Total Area</b>	<b>410</b>	<b>sqm</b>
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#### **E. Ancillary Infrastructure and Area**

All other Ancillary Infrastructures useful for the proper functioning of the depot has been clubbed under one section. These include infrastructure for safety and security and other environmental requirements. The details of the minimum require infrastructure at each depot is provided below.

	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	Boundary Wall and Gate	Along the site perimeter		
b	Security Room and Electric Substation	1	150	sqm
c	Fire Fighting Water Tank	1	15	cum
d	Scrap Yard	1	300	sqm
	<b>Minimum Total Area</b>		<b>450</b>	<b>sqm</b>

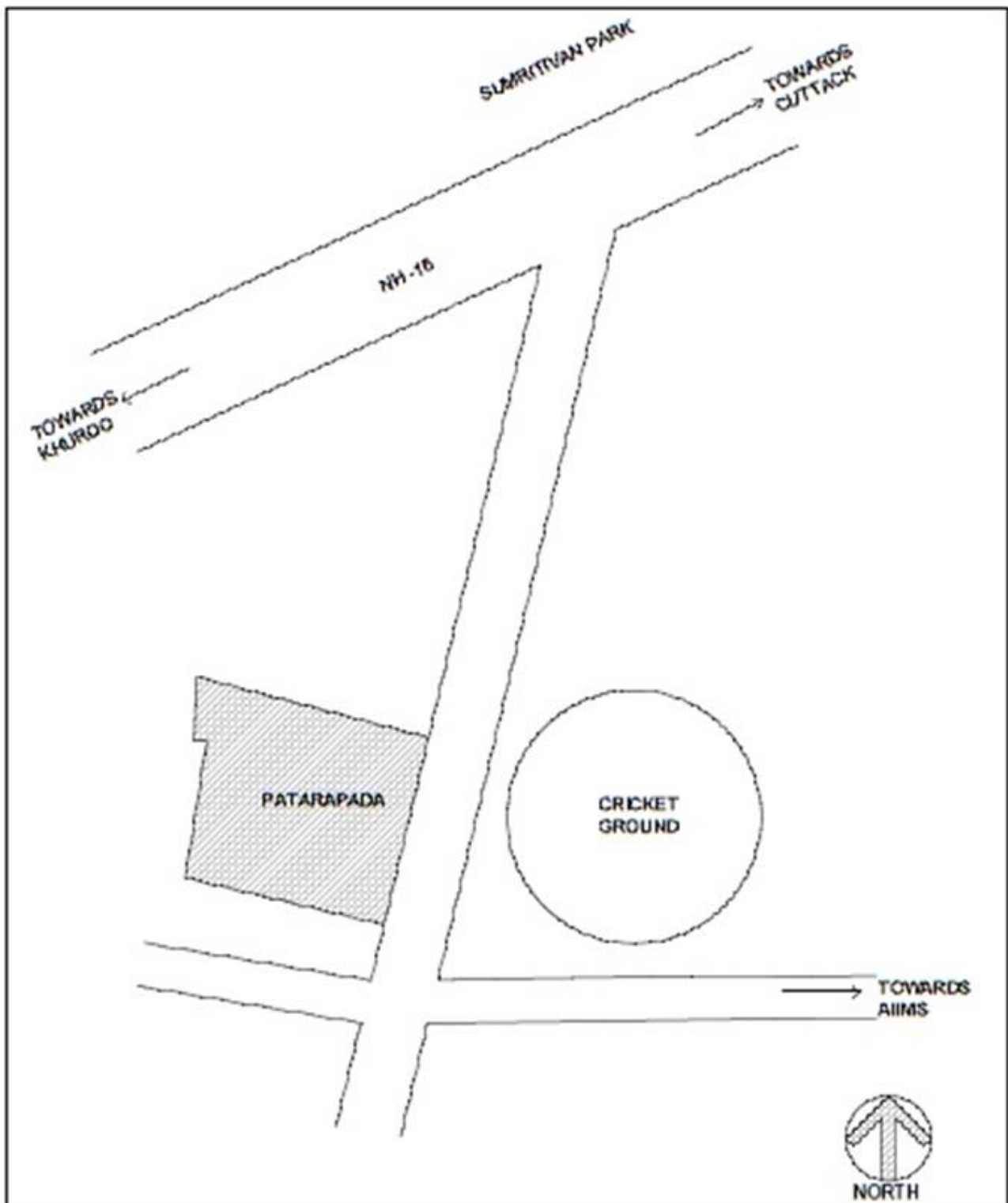
#### **F. Parking Area**

The parking and Circulation area for the buses is important and is required to be paved with concrete as per specification to assist easy movement and parking of buses. The area for parking is to be calculated based on the standard requirement computed by World Bank at 12 buses per 1000 sqm if buses are parked in manner that each bus can move independently. The requirement comes out to be 83.33 sqm per bus. The area requirement for parking is provided for depots is based on the parking capacity of 120 standard buses in each depot. The details of parking is provided in the table below.

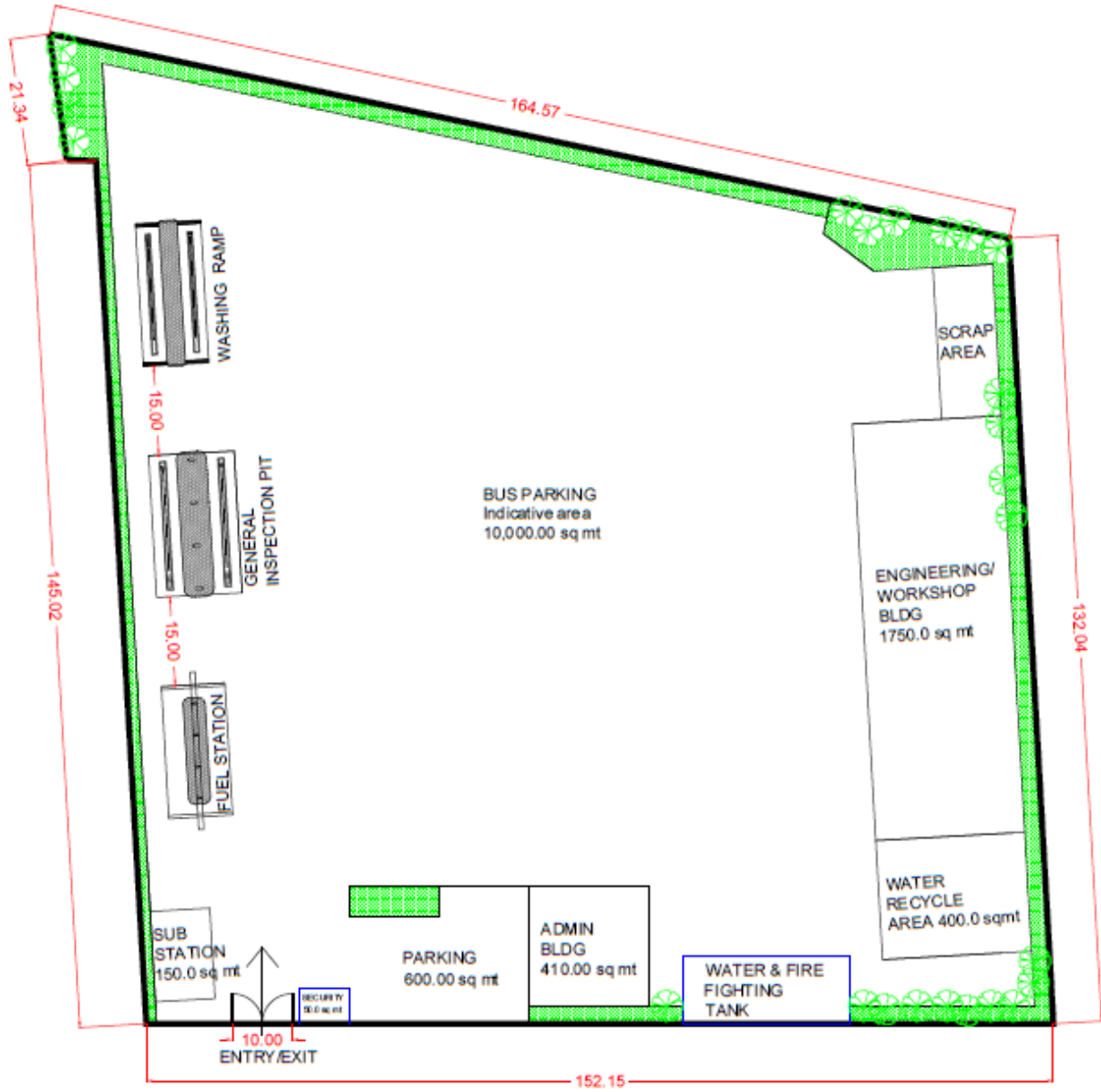
	<b>Facility</b>	<b>Quantity</b>	<b>Minimum Area</b>	<b>Units</b>
a	Staff/ Recovery van and Private Parking	1	600	sqm
b	Bus Parking and Circulation	1	10000	sqm
c	Landscaping/ Paving	All remaining area/ as per site		
	<b>Minimum Total Area</b>		<b>10600</b>	<b>sqm</b>



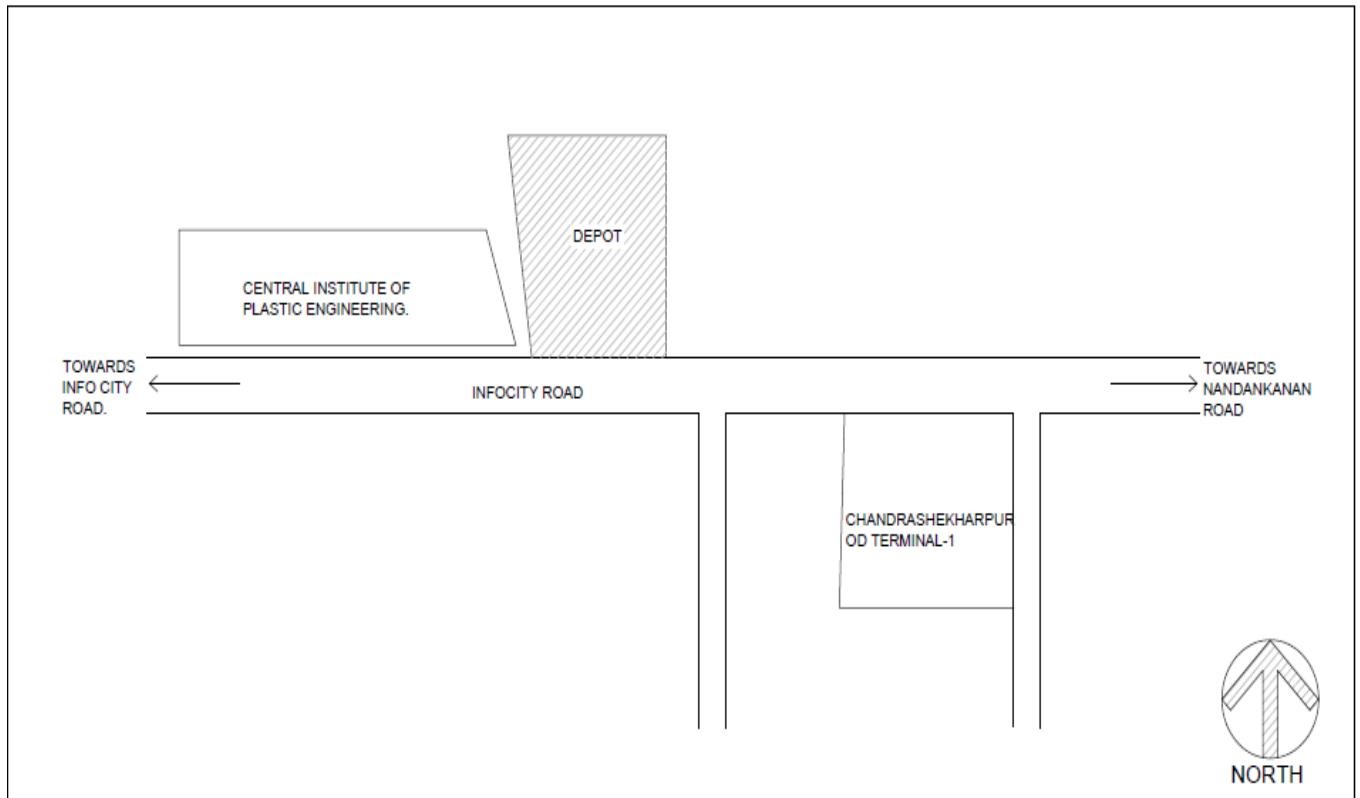
# Location Plan for Construction of New Depot at Patrapada



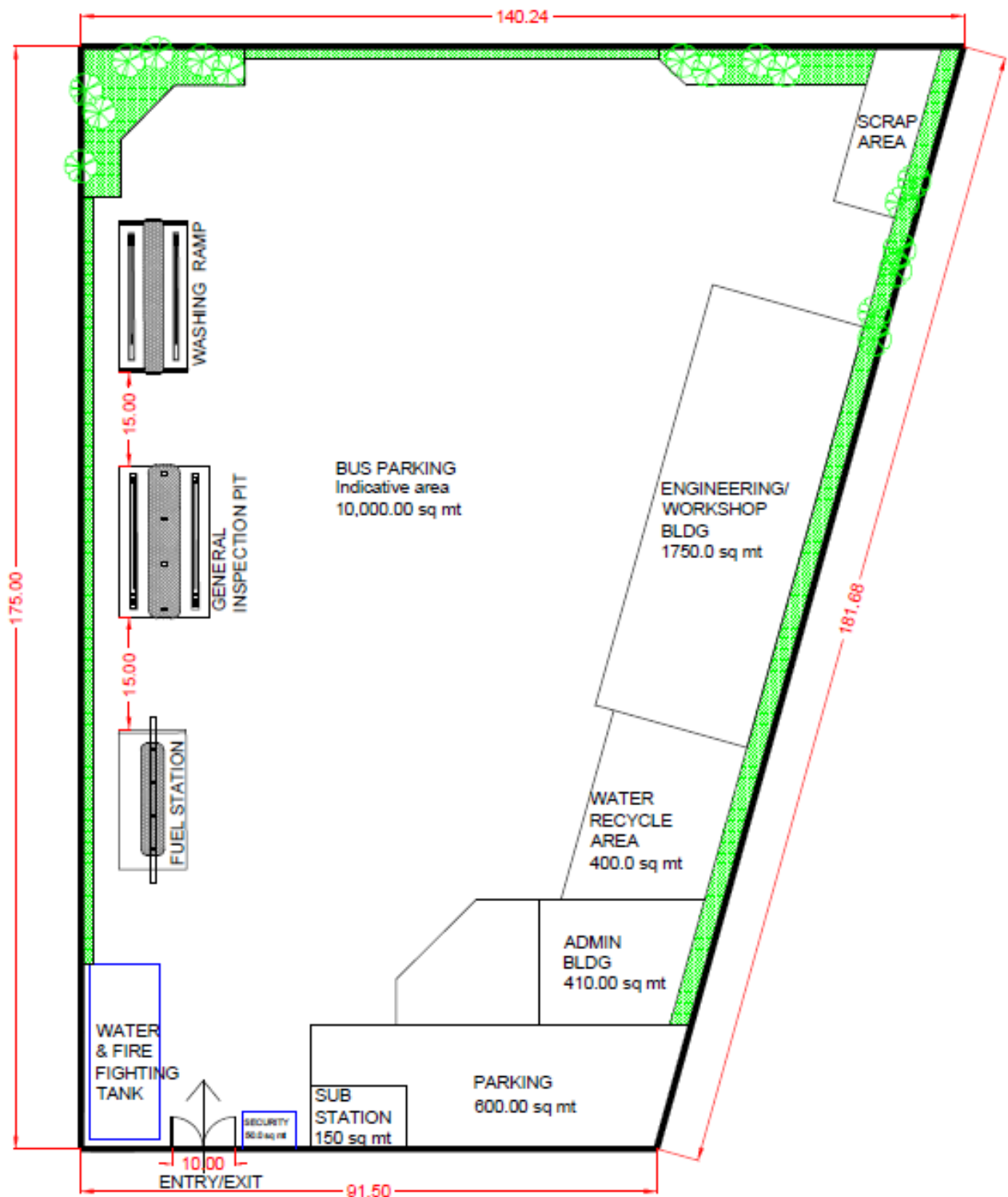
# Site Plan for Construction of New Depot at Patrapada



## Location Plan for Construction of New Depot at Chandrasekharpur



# Site Plan for Construction of New Depot at Chandrasekharpur



## Material Specification for Construction of New Depots

Sl. No.	Description of work	Specifications
<b>Workshop Building</b>		
1	PCC (M10) Foundation	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	RCC Below FGL and Above FGL (M25)	Reinforced cement concrete M-25 /As per Design
3	BRICKWORK (Crushing strength 3.5 N/mm <sup>2</sup> )	First class burnt brick work laid in cement sand mortar 1:5
4	CONCRETE BLOCK	hollow cement concret precast blocks of size 400x200x200 mm cement mortar 1:5 in superstructure
5	REINFORCEMENT (Fe-500)	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
6	STRUCTURAL STEEL	Structural steel work in angles, tees and flats, riveted or welded a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
7	ROOFING	Single skin Roofing system comprising of Hi-Rib profile External Sheet manufactured out of 0.50mm TCT (Total Coated Thickness) colour Coated Hi-Tensile Galvalume Steel(AZ-150gsm zinc / alum alloy coating total of both sides as per AS 1397) having 550Mpa yield strength. The weathering surface to be given a finish coat of nominal 20 micron of SMP Paint and rear side to have netural back coating nominal 5 micron. The sheets shall have 1015mm covered width, 28-30mm high crests at 250-255mm centres with wide pans for effective water shedding. The side laps are with special male/female side laps and anti-siphoning feature to prevent leakages. The span shall be stiffened by using 3 small ribs. The outer sheeting shall be fixed with self-drilling screws (12-14x20) on to the purlins. The sheets to be supplied in custom lengths and placed diagonally on the roof as per drawings and details. Sheet to be trimdek 1015 Colour bond steel of TATA Bluescope make or equivalent, Torres blue colour.Including sealing of the joint with triangular support with clear structural silicon sealent. The end lap of sheet be 150 mm and sealed with foam of the matching colour. (For roofing)
8	FLOORING	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		Kota stone rough dressed 40mm to 50mm thick slabs, set to pattern in pavements over 20mm thick base of cement mortar (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone.
		Kota stone tile 20mm thick in skirting, riser of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 Cement and 3 Sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and polishing.

		<p>40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)</p> <p>C.C. pavement of mix M-25 with ready mixed concrete from batching plant and finally finished by floating, brooming with wire brush etc.</p> <p>Vitrified floor tiles 600x600mm size premium quality, manufactured using Soluble Salt Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement :4 fine sand ) for new flooring laid with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base etc.,</p> <p>1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacture of approved make in all colours, shades except burgundy, bottle green, black of size 200 x 300 mm as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:4 (1 cement: 4 fine sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade.</p> <p>Coloured Granite stone tiles 20mm thick in skirting, risers of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing including labour for fixing dowel pins and cramps.</p>
9	CEILING	ceiling consisting of 600mmX600mmX12.5mm thick Gypsum Board GI Cradling hanged from the ceiling by means of GI hanger complete as per drawings,specifications and to the entire satisfaction of engineer-in- charge.
10	DOORS & WINDOWS	Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate z sections and other sections conforming to Is: 733 and IS : 1285 of Jindal, Hindalco, Mahavir or equivalent make approved by Engineer in Charge , fixed with rawl plugs and screws or with Fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC Plug/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing/paneling, C.P.brass/stainless steel screws, all complete as per architectural drawings (Glazing and paneling separate)
11	SHUTTERS OF DOORS & WINDOWS	<p>Pre-laminated flat pressed 3 layer (medium density) particle board or graded wood particle board IS : 3087 marked, with one side decorative and other side balancing lamination Grade I, Type II exterior grade IS : 12823 marked, in shelves with screws and fittings wherever required, edges to be painted with polyurethane primer (fittings separate).</p> <p>Factory manufactured flush door (Code : II Revision IS-2191 Part-I) 1973 (d) 35 mm thick</p> <p>Wrought iron and mild steel ladders, framed grills, grating etc. with ends of bars, riveted or welded or forged, framed window guards, barred iron doors, stair case, iron railing.</p>

		Aluminium fittings complete for doors, windows such as tower bolts, handless and screw etc. for these fittings Excluding sliding bolt (For shutter area above 0.50 sqm)
		Glazing in aluminium door, window, ventilator shutters and partitions etc. complete as per the architectural drawings. 6 mm thick Toughened Glass
		Aluminium door, window, ventilator shutters and partitions etc. complete as per the architectural drawings 8 mm thick Toughened Glass
		Wire gauge fixed on steel windows of standard rolled steel section, with 3mm thick flat iron cover moulding of 12.5mm width, fixed with machine screws.
		Double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors
		Aluminium sliding door bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. 300mm x 16mm & 250mm X 16mm
		Providing and fixing hydraulic door closer ISI mark with necessary screw etc. complete
12	PLASTERING	12.5 mm thick cement plaster 1:3
		Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
		Providing and fixing stair case railing made out of M.S. square bars 20mm x 20mm as vertical part 0.70 m high fixed with M.S. base plate of 40mm x 40mm x 6mm and flat iron 40mm x 6mm as hand rail.
13	ROOF WATERPROOFING	Terracing consisting of tiles 22.86 cm x 11.43 cm x 3.81 cm laid over 25mm mud plaster, 75 mm mud filling on another layer of 25 mm mud plaster including two coats of bitumen laid hot @ 1.65 Kg. per Sqm. on top of R.C.C slab including grouting with cement sand mortar 1:4 and top surface to be left clear after wire brushing etc.
		Providing and fixing 110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications and to the entire satisfaction of Engineer-incharge. (If fixed on wall face clamp to be paid separatly as per respective item)
		110 mm dia SWR U.P.V.C bend for Rain water pipe as per IS:14735
		110 mm dia SWR U.P.V.C Coupling/Sockete for Rain water pipe as per IS:14735
14	ROLLING SHUTTER	rolling shutters of approved make, made of 80mm x 1.25mm M.S. Laths, interlocked together through their entire length, and jointed together, at the end by end locks, mounted on specially designed pipe shaft, with brackets, side guides 27.5 cm long wire spring grade No. 2 and arrangement for inside and outside locking, with push and pull operation complete, including top cover 0.80mm thick

15	MANHOLE	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal
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Sl. No.	Description of work	Specifications
<b>WASHING AREA</b>		
1	PCC (M10)	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	RCC Below FGL and Above FGL (M25)	Reinforced cement concrete M-25 /As per Design
3	BRICKWORK (Crushing strength 3.5 N/mm <sup>2</sup> )	First class burnt brick work laid in cement sand mortar 1:5
4	REINFORCEMENT (Fe-500)	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
5	FORMWORK	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc.:- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
6	ROOFING	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers
7	FLOORING	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
8	Plastering	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
		40mm thick grey polished flooring cement concrete 1:2:4 toping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)



9	MANHOLE	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal
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Sl. No.	Description of work	Specifications
<b>FUEL STATION</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
5	<b>ROOFING</b>	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers
6	<b>FLOORING</b>	40mm thick grey polished flooring cement concrete 1:2:4 toping finished with 3 mm thick neat coat of cement rubbed and polished.
7	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
8	<b>RAINWATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications
9	<b>PAINTING</b>	Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint

10	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal
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Sl. No.	Description of work	Specifications
<b>INSPECTION PIT</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
5	<b>ROOFING</b>	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers
6	<b>FLOORING</b>	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing. (Kota stone only on island for keeping tools etc. Inspection pit flooring 40mm thick grey polished flooring cement concrete 1:2:4 toping finished with 3 mm thick neat coat of cement rubbed and polished)
7	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
8	<b>RAINWATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications
9	<b>PAINTING</b>	Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint

10	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal
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Sl. No.	Description of work	Specifications
<b>SUB STATION &amp; SECURITY CABIN</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FLOORING</b>	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		40mm thick grey polished flooring cement concrete 1:2:4 toping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)
		Providing and laying vitrified floor tiles 600x600mm size premium quality, manufactured using Double Charge Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on existing flooring with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base, including grouting the joints (Tiles to be laid with 2mm to 3 mm gap using spacers and later this gap to be filled with cement based grout). with cement based grout and matching pigments etc., complete (Design is homogenous throughout the tile body).
5	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar
6	<b>PLASTERING</b>	12.5 mm thick cement plaster 1:3
		Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin

7	<b>RAIN WATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications and to the entire satisfaction of Engineer-incharge.
8	<b>DOORS &amp; WINDOWS</b>	Factory manufactured flush door (Code : II Revision IS-2191 Part-I) 1973
		Pressed steel frames (Chowkats) consisting of 18 gauge (1.25mm) thick steel sheet of the specified section(standard design latest) including iron lugs (hold fasts) iron hinges, confirming to P.W.D. specifications including bolts for fixing stops, locknotch provision for receiving tower bolts, Hydraulic spring and finished with one priming coat of approved quality,
		Open able steel windows of standards rolled steel sections, joints mitred and electrically flash welded with iron fittings, necessary iron handles, peg stay, catchers bolts, iron lugs and pressed steel projected hinges and glazing clips and labour for fixing during masonry complete (excluding glazing) (a) Up to One sqm Area
		Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC Plug/ neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item) 5.5 mm thick
		Aluminium sliding door bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete :
		Wrought iron and mild steel ladders, framed grills, grating etc. with ends of bars, riveted or welded or forged, framed window guards, barred iron doors, stair case, iron railing including cost of bolts and nuts or screws or welding rod, complete fixed in position.
9	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl.	Description of	Specifications
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No.	work	
<b>PAVED AREA</b>		
1	CLEARING & GRUBBING	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness as per technical clause 201 of MORT&H specifications in area of light jungle (by Mechanical Means)
2	EMBANKMENT	Embankment with Good Quality Earth obtained from Borrowpits-(a) Construction of embankment with good quality earth obtained from borrow pits including compensation of earth, loading, unloading, carriage to site of work, spreading, grading to required slope and compacting to meet requirement of table 300-2 as per technical clause 305 of MORT&H specifications
3	GRANULAR SUB BASE	Granular sub-base by providing material grading-III, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with vibratory roller to achieve the desired density, complete as per technical clause 401 of MORT&H specifications
4	COMPACTION	Compaction of Earth work and preparation of sub grade including lossing,levelling of earth 225mm thick top layer,rough dressing of soil,final dressing of earth to give level,camber,watering,rolling with road roller,compacting the bed to achieve minimum dry density as given in table 300-ii as per technical clause 305 of MORT&H specifications.
5	DRY LEAN CONCRETE	Dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc.
6	MEMBRANE	Providing and laying Separation Membrane of impermeable plastic sheeting 125 micron thick as per required specification
7	PAVEMENT QUALITY CONCRETE	Unreinforced plain cement concrete pavement in M-40 mix design over a prepared sub base with cement contents 500kg per cum and coarse and fine aggregates conforming to IS:383 mixed with concrete mixer using weigh batcher, laid in position over 125 micron thick polythene sheet, compacted with needle vibrator, screed vibrator and plate vibrator, dewatering of free water with vaccum pump, finishing the surface with power floater, including provision of contraction and expansion joints as required, finishing to required lines and grades as per drawings and technical clause 1501 of MORD specifications

8	REINFORCEMENT	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, ie: SAIL/RINL/TATA/JINDAL
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Sl. No.	Description of work	Specifications
<b>BOUNDARY WALL</b>		
1	<b>CEMENT CONCRETE</b>	Cement Concrete 1:2:4 with stone ballast or shingle.
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar 1:5
5	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratching tool, applying cement slurry on the under layer @ 2 as per approved pattern including scrubbing and washing, the top layer with brushes and water to expose the stone chippings,
		Bearing plaster of 10 mm thick cement plaster 1:3 cement sand finished with a floating coat of neat cement and thick coat of lime wash/POP on top of walls when dry for bearing of RCC slabs and beams.
6	<b>STONE WORKS</b>	Kota stone tiles 25mm thick in skirting risers of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing.
7	<b>STEEL WORKS</b>	Steel work, fixed independently without connecting plates, including cutting, hoisting and fixing in position Tees, angles and channels.
8	<b>FENCING</b>	G.I. barbed wire fencing wcomplete as per technical clause 807 of MORT&H specifications

Sl. No.	Description of work	Specifications
<b>DEWATS</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar 1:5

4	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
5	<b>PLASTERING</b>	40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
6	<b>MANHOLE</b>	560mm, 500mm and 450mm internal Diametre circular or 455 mm x 610mm clear inside opening rectangular RCC manhole cover and frame ISI marked as per IS12592-2002
		(d ) 450x600 mm Clear inside opening rectangular RCC Manhole Cover With Frane (Heavy Duty)
7	<b>FOOT REST FOR MANHOLE</b>	Providing orange colour safety footrest of minimum 6mm thick plastic encapsulated as per IS:10910 on 12mm dia steel bar confirming to IS: 1786 having minimum cross section as 23mm x 25mm and over all minimum length 263mm and width as 165mm with minimum 112mm space between protruted legs having 2mm tread on top surface by ribbing orchequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specification and having manufacturer's permanent identification mark to be visible even after fixing, including fixing in manholes with 30x15x11.5cm cement concrete block 1:2:4 (1 cement: 2 sand: 4 stone ggragate.
8	<b>PLUMBING</b>	INTERNAL / EXPOSED:Providing & fixing CPVC (Chlorinate Polyvinyl Chloride) FlowGuard CTS SDR 11 pipes conforming to IS 15778 & SDR 11 fittings upto 50mm, & Schd 40 pipes as ASTM F 441 & CPVC Schd 80 fittings above 50 mm for Hot & Cold Water Supply including jointing of all Flow Guard Plain & brass threaded fittings with FlowGuard Solvent Cement testing of joints on walls, terrace, ducts, shafts, ringline on terrace with all plugs, clamps
		SDR -11 Pipe, 25mm o/d
		SDR -11 Pipe, 40mm o/d
		SDR -11 Pipe, 50mm o/d
		Schd 40pipe, 80mm i/d
		Schd 40 pipe , 100mm i/d
		PUMPS
		5HP pump (STAINLESS STEEL SUBMERSIBLE PUMP)
		NON RETURN VALVE
		Extra for fixing Non-return valves in pipe lines jointing with tyten joint including all carriages complete.
		Class PN-1.0 as per ISI with gun metal flap
		b)100mm i/d Non-return valve
		Providing & fixing C.I / D.I Flanged end , stem of SS (AIS 1410) and Bronze (gun metal) working parts sluice valves ISI marked 14846-2000,including socketted or flanged, jointing testing & cost of Nut Bolt & insertion Sheet including all carriage complete.(As approved By Engineer-in-charged)
		Class PN -1 ISI

		b) 100mm i/d Sluice Valves Socketted or Flanged
9	<b>WELDED MESH</b>	10 guage welded mesh of 25mm x 25mm size fixed on steel glazing with MS flat 20mm x 6mm beeding complete in all respect including painting two coats with Synthetic Enamel Paint and Priming coat.
10	<b>SEPERATION MEMBRANE</b>	Separation Membrane of impermeable plastic sheeting 125 micron thick as per required specification
11	<b>GRAVEL FILTER</b>	Filter media with granular materials/stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2. of MoRTH specifications to a thickness of not less than 600 mm with smaller size towards the soil and bigger size towards the wall and provided over the entire surface behind abutment, wing wall and return wall to the full height compacted to a firm condition.
12	<b>WEEP HOLES</b>	Providing weep holes in Brick masonry/Plain/ Reinforced concrete abutment, wing wall/ return wall with 100 mm dia PVC pipe, extending through the full width of the structure with slope of 1V :20H towards drawing face.

Sl. No.	Description of work	Specifications
<b>WET RAMP</b>		
1	<b>CEMENT CONCRETE</b>	Cement Concrete 1:2:4 with stone ballast or shingle.
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar 1:5
5	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
6	<b>FLOORING</b>	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		Kota stone rough dressed 40mm to 50mm thick slabs, set to pattern in pavements over 20mm thick base of cement mortar (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone.
		Kotah stone tile 20mm thick in skirting, riser of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 Cement and 3 Sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and polishing.
		Base course of floor consisting of 100mm thick cement concrete 1:8:16 and 100mm sand filling.



		Vitrified floor tiles 600x600mm size premium quality, manufactured using Soluble Salt Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement :4 fine sand ) for new flooring laid with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base etc.,
		40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
7	<b>PLASTERING</b>	Preparation of plastered surfaces for distemping including surface, applying filling with approved quality filler consisting of plaster of Paris and chalk mitti including finishing the surface to the required finish complete.
8	<b>PCC</b>	Plain cement concrete M-20 grade precast kerb 250mm high with bottom width 165mm and top width 115mm fixed in position on earth base as per technical clause 408 of MORT&H specifications CSR 24.41
9	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm-Brick masonry inspection chambers size as given below upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>ENTRY GATE</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Centring and shuttering for faces of walls, partitions, retaining walls and the like (vertical or battering) including attached pillasters, buttersses etc when curved.
5	<b>MAIN DOOR</b>	Iron grated doors, including pintle hinges and arrangements.
6	<b>PAINTING</b>	priming coat with metal primer on new steel or iron work including preparation of surface. (With special quality paint)

		Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint
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Sl. No.	Description of work	Specifications
<b>PUBLIC HEALTH</b>		
1	<b>BORING</b>	Boring with casing pipe for tubewell in all soils except ordinary hard rocks requiring blasting including removing the casing pipe after the tubewell is lowered & tested, equipment as required such as hand boring machine and its accessory
		(c) Boring with 250mm I/d Housing Pipe
		0 to 150m
		MS Pipe as per IS: 4270-2001 including MS sockets having dimensions as per IS code duly welded with MS electrode to have extra strength to lower the pipe into tubewell bore.
		(d) 200mm nominal diameter (weight 41.6kg per meter) 8.0mm thickness
		Stainless Steel Cage type wire wound screen as per IS: 8110-2000 or latest with SS socket to connect Strainer to Strainer Duly welded with suitable grade S.S welding electrode to lower the strainer into tubewell bore.
		(b) 200 mm internal diameter (slot size 0.15/0.20mm) 6.30 mm thickness
		M.S. special socket to connect S.S. Strainer to M.S. Pipe duly welded with suitable grade welding electrode complete in all respect.
		(c) 200 mm internal diameter
2	<b>PUMP CHAMBER</b>	Pump chamber size 3.70m x4.30 m including gravel pit & steel electric wiring components in all respect as per standard design
3	<b>PUMPING MACHINERY</b>	One No. Electrically driven Submersible Pumping set of reputed Make capable of delivering against a head of (7.50 BHP) along with electric panel board consisting of electric appliances such as automatic Star Delta Push Button or oil immersed Starter, Main Switch, VM, Ampere Meter, ELCB, Shunt Capacitor, Single Phase preventer, Indicating Lamps, Kit-Kat etc. including M.S. Column Pipe of suitable size 80 mm = 50 mtr (in 3 mtr lengths each with flanges , screwed and welded on both sides) rubber gaskets, nuts and bolts submersible cable (reputed make) complete in all respects as per standard Specifications.
		100mm dia delivery main (From Tube well to Duck Foot bend including cost of C.I/D.F Pipes, D/F Sluice valves, D/F NRV & Specials as C.I Bends, Tail Piece Tees etc.. inside the pump chamber as per standard design
4	<b>DEVELOPMENT OF</b>	DEWATERING WATER DRAIN PUMPS:-

	<b>WATER WORKS</b>	
		Centrifugal sump pumps for clear water suitable for 415 ±10% volt, 3 phase/230 ±10% volt single phase, 50 Hz AC power supply. Each pump shall be suitable for automatic/manual operation complete with control panel as required to complete the system for working condition capacity of the pump as under sump location in basement. The pump shall be mounted on top of sump & should be suitable for negative suction of 0.5 - 0.7 mtrs.
		Domestic Water Supply :-
		Capacity : 10 cu. mtr./ hr. (1w. + 1 s.)
		Head : 15 MTRS
5	<b>WATER COOLER</b>	self contained drinking water cooler with refrigerator R-22 cooling capacity 150 ltr.per hour and storage cap. 150 Ltr complete in all respect with 3 Nos Push button electric & water connection and all other fittings with stabiliser 4KVA (Make Blue Star/ Voltas)

**Annexure – PA6: Draft Depot Lease Agreement**

**BPTS** having its principal office at [ \_\_\_\_\_ ], (hereinafter referred to as “The Authority” which expression shall include its successors and permitted assigns);

**AND**

**[XYZ LTD.]**, a \_\_\_\_\_ incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm acting through [ \_\_\_\_\_ ] having its registered 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.
2. Pursuant to the Bus Operator’s Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus depot (the details of which are provided in the Schedule 1 to this Depot Lease Agreement) (“**Depot**”) for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Depot Lease Agreement to specify the terms and conditions of the use of the Depot by the Operator.
4. The actual memorandum of handover of Depot to the Operator along with relevant Depot details is placed as Annexure to this Agreement.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator’s Agreement.
2. The Authority hereby provides on a Lease basis the Depot (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Depot on the terms and conditions of this Lease, it being recorded that the Authority warrants that the Depot will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable shelter for the Contracted Buses while not in use and to facilitate the cleaning, repair and

maintenance of the Contracted Buses.

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

3. This Depot Lease Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Depot Lease or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("**Lease Period**").
4. There shall be rental of Rs. 1000/- per annum payable by the Operator to the Authority in respect of the Lease for use of the Depot, provided that the Operator discharges all of its obligations pursuant to this Depot License Agreement and the Bus Operator's Agreement.
5. The Operator shall be responsible for timely payment of the cost of all electricity and water consumed at or on the Depot, determined at prevailing rates in accordance with readings of separate sub-meters. It is hereby clarified that the Operator shall be liable to pay the cost of all the utilities on actual consumption and only in relation to such area of the Bus Depot as has been provided under this Depot Lease Agreement.
6. Insurance
  - a. All type of insurance for any damages in the depot shall be taken by the operator. 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.
  - b. 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.
7. Cession and Subletting

The Operator shall not be entitled to:

  - a. cede all or any of its rights or delegate any of its obligations under this Depot Lease Agreement;
  - b. sublet the Depot in whole or part; or
  - c. give up possession and/or control of the Depot to any third party, without the Authority's prior written consent.
8. 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 Depot or allow it to be used, in whole or part, for any purpose other than that of implementing the Project;
- d. not bring into the Depot any article which, by reason of its weight or other characteristics, is liable to cause damage to the Depot;
- e. not leave refuse or allow it to accumulate in or about the Depot except in the refuse bins provided;
- f. refrain from interfering with the electrical or plumbing serving the Depot, except as may be strictly necessary to enable the Operator to carry out its obligations of maintenance and repair in terms of this Agreement;
- g. not permit any person to permanently dwell in the Depot
- h. provide at the Operator's own expense all electric, fluorescent and incandescent light bulbs required in the Depot from time to time;
- i. co-operate with any other operator or third party using the Bus Depot or a part thereof as notified by the Authority from time to time; and
- j. allow for use of the Depot by one or more other bus operators at the written request of the Authority, provided that such use shall not materially adversely affect the Operator's ability to implement the Project under the Bus Operator's Agreement.

9. Maintenance and Repairs

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

- a. throughout the Lease Period maintain in good order and condition the interior and exterior of the Depot and all parts thereof, including (without limitation of the generality of this obligation) all windows, doors, appurtenances, fixtures and fittings contained in the Depot;
- b. promptly and properly repair or make good all damage occurring in the interior and exterior of the Depot from time to time during the Lease Period, whatever the cause of such damage, and including damage to any part of the interior of the Depot or to any window, door, appurtenance, fixture or fitting, and replace all such items (as well as any keys) which have been broken, lost or destroyed (again regardless of cause); and
- c. on the termination or cancellation of this Depot Lease Agreement, forthwith return the Depot and all such parts thereof (including all keys) to the Authority in good order, condition and repair, normal wear and tear excepted.
- d. The Depot shall be deemed, at the commencement of this Depot Lease Agreement, to be in good order and condition except to the extent that the Operator notifies the Authority in writing

within [15 (fifteen)] Business Days after having taken possession of the Depot of the need for any repairs to in the Depot or of the fact that any part of the Depot, including any lock, key, door, window, appurtenance, fixture or fitting, is damaged, missing, or out of order.

- e. Upon receiving a notification contemplated in sub-clause (d) above the Authority shall promptly cause the necessary repair or replacement to be effected to the Depot at the Authority's own expense.
- f. The Operator shall be responsible for the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the Depot and all parts thereof.
- g. In the event the Operator fail to carry out any of its obligations under this Agreement with regard to any maintenance, repair or replacement, the Authority shall be entitled, without prejudice to any of the Authority's other rights or remedies, to effect the required item of maintenance, repair or replacement and to recover from the Operator on demand, all reasonable amounts incurred by the Authority in respect thereof.

10. Alterations, additions and improvements

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

11. Exclusion of Liability

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

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

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

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

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

13. Damage to or destruction of Depot



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

14. Special Remedy for Breach

- a. Should the Operator be in breach of any of the terms or conditions of this Depot Lease 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 be required 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 Lease Agreement with immediate effect, be repossessed of the Depot, and recover from the Operator such damages sustained as a result of the breach and the termination of this Depot Lease Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Depot Lease Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Depot Lease Agreement) and in particular any right of termination of this Depot Lease Agreement on the ground of a material breach of this Depot Lease Agreement.
- c. In the event of the Authority having terminated this Depot Lease Agreement or this Agreement justifiably but the Operator remaining in occupation of the Depot, with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Depot or any part thereof.

15. 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 Lease Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement by their duly 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)

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

**Depot 1:**

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

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

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

For Operator

Name, Sign, Time and Place

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

## **Annexure – PA7: Performance Appraisal System (PAS)**

In order to maintain and improve the quality of the Bus Services, the Authority shall monitor the Operator's performance through a comprehensive Performance Assessment System described hereunder.

The total penalty / incentive applicable at the end of a month shall be a algebraic sum of the sums emerging from the following two sections:

### **Section I : Performance Appraisal Parameters for Operation and Maintenance**

### **Section II: Assured Fleet Availability Criteria and other exceptions.**

#### **Limits:**

The total incentive or the fine-damages payable, as the case may be, under this system shall be limited to 5% of the monthly invoice amount. This limit shall not apply to Section II and any damages payable for Section II shall be irrespective of calculations and limits for Section I.

#### **Section I:**

##### **A. Introduction**

1. The Operator shall be expected to meet base minimum performance standard for identified parameters (the "Baseline Performance/Baseline Standards"). The performance above the Baseline Standards shall earn incentives to the Operator (the "**Performance above Baseline**"). The Performance below the Baseline Standards shall attract fines/damages to Operator.
2. These incentives/fines-damages-penalties are payable in addition to the payment to the Operator based on Kilometre Charges Quoted by the Operator as per the payment terms. This cap shall be applicable to monthly invoice amount determined by aggregating amount of invoices of respective month.
3. It is to be noted that the Performance Assessment System specified hereunder is not a substitute for technical inspections and repair by the Operator's own technical team as per good industry practice and manufacturer's guideline. The Operator shall carryout all such inspection /repair/maintenance/upkeep/replacement of parts as per good industry practice and manufacturer's guideline.

##### **B. Performance Parameters**

1. Performance parameters have been identified based on Operator's ability to influence them. For example, the operator has very limited influence over revenue much since he neither controls the fares nor the routes. So total revenue is excluded as a factor of performance. In contrast, areas over which the operator has control, such as cleanliness, driver behaviour, speed violations, tyre pressure and tyre quality etc are included.
2. A total of 33 parameters are defined under Section I. These identified parameters can be can be classified into various types as shown below:

**Table (1) : Number of Parameters based on Performance Area**

No.	Performance Area	Number of Parameters
1	Affecting Passenger Experience	15
2	Affecting Regulatory requirements	5
3	Affecting Safety	10
4	Affecting general upkeep	3
	<b>Total</b>	<b>33</b>

**Table (2): Number of Parameters based on Periodicity of Inspection**

	No. of parameters
Daily parameters	20
Weekly	13
<b>Total</b>	<b>33</b>

**Table (3): Number of Parameters based on relevance to operation or maintenance**

Parameters relating to	No. of parameters
Operation of Service	17
Maintenance of Vehicle	16
<b>Total</b>	<b>33</b>

3. Key Performance Parameters are listed below.

Parameters relating to	Assessment Area	Periodicity of inspection	Parameters/Evaluation Parameters
<b>Operation of Service</b>	Affecting Passenger Experience	Daily	1) Driver's Uniform and grooming. 2) Adequate (less/more) time spent at designated stop for boarding/ alighting. 3) Non Stoppages at designated Stops. 4) Picking and Dropping Passengers at unauthorized Stops. 5) Delay in start of the Trip. 6) Delay in end of the Trip. 7) Deviations from Schedule Route. 8) Carrying Complain book or display of complain number.
		Weekly	1) Driver Behavior and Training to address service situations and passengers concerns
	Affecting Safety	Daily	1) Speed Limit Violations. 2) Use of Mobile while Driving the Bus.
		Weekly	1) Instance of driver smoking and or in drunken state while on board Bus during the week. 2) Use of electronic equipment like Radio or

			Music system on Board Bus. 3) Damage to Infrastructure due to Accident
	Affecting Regulatory requirements	Daily	1) Driving without valid Driving License. 2) Vehicle Registration Certificate. 3) Proper Number Plate
<b>Maintenance of Vehicle</b>	Affecting Passenger Experience	Daily	1) Seat surface/ seat cushion. 2) Cleanliness of Bus exteriors 3) Cleanliness of Bus Interiors. 4) Smooth Passenger Doors operation.
		Weekly	1) Tyres. 2) Body Exteriors. 3) Body cleanliness and lack of clutter. 4) Noise and Smoothness of Ride. 5) Steps, floor, hatches, hatch cover inside the bus.
	Affecting Safety	Daily	1) Hand rails / handle bars /stanchions / roof grab rails. 2) Windows, front windshield or rear windshield, wipers and prescribed horn. 3) Lights and mirror 4) Brake, Hand Brake and clutch functioning.
		Weekly	1) Cabin Lights, Fire Extinguisher, First aid kit
	Affecting Regulatory requirements	Daily	1) PUC Certificate / Emission levels
	Upkeep	Daily	1) Leaking oil or fuel
		Weekly	1) Parking of Bus 2) Equipment Security and Upkeep

4. Information for evaluation of the Parameters can be gather through ITS, manual inspection, surprise checks, passenger feedback through call centre/complain book/mails, and other tools.
5. The list of identified performance parameters is not exhaustive and can be added/ modified during the course of Contract.
6. This Performance Assessment shall be implemented after a testing period of 6 months from the COD of first lot of Contracted Buses and adjustment shall be made to Baseline Performance Standards based on experience.

### **C. Performance Standards and Performance Evaluation**

1. Unit of evaluation of each parameter is one Contracted Bus and all Contracted Buses need to evaluate separately. For practical reasons, Performance Assessment shall be conducted on sample size of 10% of Contracted Buses chosen randomly. This Inspection sampling shall be carried out for each Category/type of Buses separately. The evaluation outcome shall be generalised for all respective category of Contracted Buses.
2. Each of the Performance Parameters will be evaluated and assigned a score based on Performance

Standards set for each. The score for each Performance Parameter can be either of followings.

- (i) Baseline Performance (0 marks).
- (ii) Performance above Baseline Standard ( +1 or +2 marks or +3..).
- (iii) Performance below Baseline Standard ( -1 or - 2 marks or -3..).

Individual scores earned in this manner for each parameter shall then be aggregated through an algebraic sum to arrive at the aggregate score of marks for each sample of Contracted Bus chosen randomly. Average aggregate score of sample size Contracted Buses shall be considered as score of all Contracted Buses.

Such aggregate score shall become available, for each bus, 30-31 times a month for daily parameters, four times a month for weekly parameters and once a month based on evaluation of monthly parameters.

Total Score for each category of Performance parameters are specified in table below

**Score of Parameters based on Periodicity of Inspection**

	No. of parameters	Max score	Min Score
Daily parameters	20	25	-25
Weekly	13	20	-20
Total	33	45	-45

**Score of Parameters based on relevance to operation or maintenance**

Parameters relating to	No. of parameters	Max score	Min Score
Operation of Service	17	26	-26
Maintenance of Vehicle	16	19	-19
Total	33	45	-45

- 3. All parameters are to be checked in the morning at the start of shift unless specified otherwise.
- 4. Frequency of inspection is clearly stipulated for each parameter depending on how often or how easily the parameter can change and be repaired.
- 5. At the end of the month, for each Contracted Bus, aggregate scores for daily and weekly parameters so arrived shall be averaged to arrive at a single aggregate score for the month.
- 6. Each parameter has a code which is explained below:

D = Parameter to be evaluated Daily	M = Maintenance parameter
W = Parameter to be evaluated Weekly	O = Operations parameter
A , B , C , .... = Serial numbers	

- 7. Performance Parameters and Performance Standards along with score assigned to each Performance Parameter is specified in table below.

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
1	MD1-A	Maintenance	Daily	Passenger Experience	Seat surface/ seat cushion	Manual Inspection	1	Some seats are have broken cushion / rough edges on seat / undulating seat / loose seat with broken affixing	Most (more than 90% of seats) have no broken surface or cushioning. None of the seats have rough edges	All seats are clean and smooth seats without any loose fittings or rough edges
2	MD1-B	Maintenance	Daily	Passenger Experience	Cleanliness of Bus exteriors	Manual Inspection / Camera feed at depot gate	1	Bus exteriors are muddy, unclean and/or permanently blackened.	Bus exteriors are clean with some marks.	Bus exteriors are smooth, clean and without any temporary or permanent marks.
3	MD1-C	Maintenance	Daily	Passenger Experience	Cleanliness of Bus Interiors	Manual Inspection	1	Shabby/ unhygienic condition of buses/ dust or dirt on the floor, roof or side walls or other surfaces/foul smell	Bus interiors are clean but pockets and corners are unclean	All surfaces are cleaned with cleaning liquid with absence of dust and dirt. Bus interior is hygienic with pleasant smell.
4	MD1-D	Maintenance	Daily	Safety	Hand rails / handle bars /stanchions / roof grab rails	Manual Inspection	1	Any hand rails/Stanchion are loose / broken or have sharp edges.	No hand rails are loose / broken or have sharp edges. Only some hang-ons are absent/ damaged	No rails are loose / broken or have sharp edges. All hang-ons are in shape.



Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
5	MD1-E	Maintenance	Daily	Safety	Windows, front windshield or rear windshield, wipers and prescribed horn	Manual Inspection	1	Any of the following: Some windows are broken / non operable, Windshield is loose, broken or cracked. Wiper not working, horn is above or below prescribed limits	All windows are in operable condition without any broken glasses. Wind-shields in order. Wiper and horn are working properly. There are however minor slippages in terms of worn out glass/wiper blades, dirty glasses etc	All windows and Windshields are in operable condition without any broken glasses. All glasses are shining clear cleaned with liquid and dust free. Wiper is in perfect shape and operable. Horn is pleasant / OE.
6	MD1-F	Maintenance	Daily	Passenger Experience	Smooth Passenger Doors operation	Manual Inspection	1	Doors not operating	Doors operating but not smoothly. Movement may be jerky or noisy	Doors operating smoothly without jerks and noise
7	MD1-G	Maintenance	Daily	Safety	Lights and mirror	Manual Inspection	1	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	Headlights, rear lights, brake light, turning indicators and parking lights, mirrors in order	-

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
8	MD1-H	Maintenance	Daily	Upkeep	Leaking oil or fuel	Manual Inspection	1	Oil or fuel are leaking from the bus	Oil or fuel are not leaking from the bus	
9	MW2-I	Maintenance	Weekly	Passenger Experience	Tyres	Manual Inspection	2	Tyres are worn out flat OR are older than permitted life OR tyres are not pressurized to required standard.	-	Tyres are not worn out. Proper treads are seen. Tyre pressure is maintained as per standards
10	MW1-J	Maintenance	Weekly	Passenger Experience	Body Exteriors	Manual Inspection / Camera feed at depot gate	1	Visible Dents more than 6 inches on body, rusted or loose Body exteriors panels, damage to paintwork, damage to bumpers	No damage to body or loose panels. Only few minor dents. Paintwork may have faded but unmodified and undamaged. Bumpers are in order.	No visible dents. Paint work is bright, more or less complete and unmodified. No panels are loose. Bumpers have proper structure, shape and paint.
11	MW1-K	Maintenance	Weekly	Passenger Experience	Body cleanliness and lack of clutter	Manual Inspection / Passenger Feedback	1	Placing any decorative article/advertisement / symbol / notice or poster inside or outside the bus without prior approval of the Authority.	No decorative articles/posters/stickers/symbol are placed.	No decorative articles/posters/stickers are placed. Plus visible attempt is made bus interiors look aesthetic, clean

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
										and clutter free.
12	MW1-L	Maintenance	Weekly	Passenger Experience	Noise and Smoothness of Ride	Manual Inspection / Passenger Feedback	1	Lack of ride smoothness whether due to suspension, tyres, wheel alignment , braking or engine noise etc	Ride is more or less smooth with few hiccups in terms of noise, bumpiness etc.	Ride is smooth and comfortable. Noise and suspension comfort is as per design.
13	MW1-M	Maintenance	Weekly	Safety	Cabin Lights, Fire Extinguisher, First aid kit	Manual Inspection Passenger feedback	1	Any one of the following not in place or expired : Cabin lights functioning, fire extinguisher and first aid kit	-	All of the following in place or not expired : Cabin lights functioning, fire extinguisher and first aid kit
14	MW2-N	Maintenance	Weekly	Upkeep	Parking of Bus	ITS	2	Parking Bus other than the designated places without prior approval/instruction from Authority	-	Parking of Buses at designated Depot/Parking place
15	MW1-O	Maintenance	Weekly	Passenger Experience	Steps, floor, hatches, hatch cover inside the bus	Manual Inspection	1	Damaged	Unbroken/undamaged with some undulation	Smooth, clear and well balanced

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
16	MW2-P	Maintenance	Weekly	Upkeep	Equipment Security and Upkeep	ITS/Manual inspection	2	Some ITS Equipment are dirty, broken or loose without an reason.	ITS Equipment are in place but not cleaned properly	ITS Equipment are in place, are dust-free, cleaned and clear to read
17	OD1-A	Operation	Daily	Passenger Experience	Driver's Uniform and grooming	Manual Inspection	1	Driver is not wearing his Uniform AND/OR Driver is not groomed well.	Driver wears Uniform prescribed by the Authority but it driver uniform appears unclean	Driver wears clean and crisp Uniform as prescribed. Is well groomed.
18	OD1-B	Operation	Daily	Passenger Experience	Adequate (less/more) time spent at designated stop for boarding/ alighting	ITS/Passenger feedback	1	Time compliance at less than 80% of scheduled stops	Time compliance at more than 80% but less than 90% of scheduled stops	Time compliance at more than 90% of scheduled stops
19	OD1-C	Operation	Daily	Passenger Experience	Non Stoppages at designated Stops	ITS/Passenger feedback	1	Driver does not stop the Bus at all designated Bus Stops on a scheduled route	-	Driver stops the Bus at all designated Bus Stops on a scheduled route
20	OD1-D	Operation	Daily	Passenger Experience	Picking and Dropping Passengers at unauthorized Stops	ITS/Passenger feedback	1	Driver picks and drops passengers at several (more than 10% of the scheduled stops) unauthorized/ Non scheduled stops	-	Driver does not pick and drop passengers at almost any unauthorized/ Non scheduled stops

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
								without any valid reason/ Authority's approval		
21	OD1-E	Operation	Daily	Passenger Experience	Delay in start of the Trip	ITS	1	More than 10 minutes delay in start of the Bus Trip as against Scheduled Trip time	0 to 10 Minutes Delay in start of the Bus Trip as against Scheduled Trip	Bus Starts operation on Time as per Schedule
22	OD1-F	Operation	Daily	Passenger Experience	Delay in end of the Trip	ITS	1	Trip completion is delayed for more than 20 minutes beyond the scheduled trip completion time.	Trip completion is delayed for 10 to 20 minutes beyond the scheduled trip completion time.	Trips completes in 0 to 10 minutes beyond the scheduled Trip completion time
23	OD2-G	Operation	Daily	Passenger Experience	Deviations from Scheduled Route	ITS	2	Deviations from Route without prior Approval from Authority/Police.		Not deviating from Scheduled Routes
24	OD2-H	Operation	Daily	Passenger Experience	Carrying Complain book or display of complain number	Manual Inspection / Passenger Feedback	2	Not carrying Complain book or not display of complain number as required		Carrying Complain Book and/or display of complain number as prescribed.
25	OD3-I	Operation	Daily	Regulatory	Driving without Driving License	Manual Inspection	3	Driver Non Carrying valid driving license and identity card as per regulatory requirement		Driver carrying driving License as per regulatory

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
								leading to immediate replacement of the driver		requirement
26	OD1-J	Operation	Daily	Regulatory	Proper Number Plate	Manual Inspection	1	Driving with defective number plates		Driving with proper number plate
27	OD1-K	Operation	Daily	Safety	Speed Limit Violations	ITS	1	More than 5 instances of Driving above speed limit set by Authority per shift	Less than 5 instances of driving above speed limit set by the Authority	No instances of driving above speed limit set by the Authority
28	OD2-L	Operation	Daily	Safety	Use of Mobile while Driving Bus.	Passenger Feedback/ Surprise checks	2	More than two instances of use of mobile while driving the Bus without any valid reason.	1 -2 instances of use of mobile while driving the Bus	No instances of use of mobile while driving the Bus
29	OW2-M	Operation	Weekly	Passenger Experience	Driver Behavior and Training to address service situations and passengers concerns	Passenger Feedback	2	Driver's behavior found to be rude , without sensitivity to passenger's discomfort, service quality, or safety. Driver is poorly trained to deal with passenger or service	Driver's behavior is polite, makes average effort to alleviate passenger's discomfort, ensure service quality, or keep service safe. Driver does well but	Driver is courteous and polite. He has been trained through SOPs to respond to service quality and passenger

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
								issues.	outcome is not a result of good training and driver could be clueless in unique situations.	issues. He makes an effort to ensure that standard driving and service quality conditions are met.
30	OM2-N	Operation	Weekly	Safety	Non fatal Accident for the entire fleet	ITS	2	Even single instance of serious Non fatal Accident, or more than two instances on minor non fatal accidents for the entire fleet which occurred due to irresponsible driving and or poor maintenance of spare	No instance of serious or minor Non fatal Accident due to irresponsible driving or poor maintenance	No instance of Non fatal Accident due to irresponsible driving or poor maintenance Plus drivers are engaged in programs such as yoga or meditation through a structured regular program
31	OW3-O	Operation	Weekly	Safety	Instance of driver smoking and or in drunken state while on board Bus during the	Passenger Feedback/ Surprise checks	3	Instance of Driver smoking and or in drunken state while on board of Bus.	No instances of smoking or drunken state of driver found while on board Bus.	No instances of smoking or drunken state of driver found while on board

Sr No.	Code	Operation or Maintenance	Inspection Frequency	Assessment Area	Performance Parameter	Method/Tool of Evaluation	Value of "x"	Performance Standards		
								Poor performance (- x points)	Baseline performance (0 points)	Above Baseline (+x marks)
					week					Bus. Plus drivers are engaged in programs such as yoga or meditation through a structured regular program
32	OW1-P	Operation	Weekly	Safety	Use of electronic equipment like Radio or Music system on Board Bus	Manual Inspection Passenger feedback	1	Instances of use of equipment like Radio or Music system in spite of not authorized by Authority	No more than one or two Instances of use of equipment like Radio or Music system unless authorized by Authority	No instances of use of electronic equipment like Radio or Music system
33	OW1-Q	Operation	Weekly	Safety	Damage to Infrastructure due to Accident	ITS/Manual inspection	1	Each instance of damage to the fixed infrastructure street lights, bus stops, terminals, parking places , public or private building due to accident during the operation due to irresponsible driving.	-	No instance of damage to the fixed infrastructure street lights, bus stops, terminals, parking places , public or private building during operation due to accident



**Notes**

1. In case of Fatal or Non Fatal Accident, the operator shall have to pay penalties- damages as derived above over and above the insurance proceeds specified in Contract and penal action as per law.
2. Incase of damage to property/fixed asset/Public or private asset due to irresponsible driving or breach of maintenance obligations, the operator shall have to reimburse the cost of such infrastructure less insurance proceeds if any. This shall be over and above the penalties-damages specified above.

8. At the end of the month, for each Contracted Bus, aggregate scores for daily and weekly parameters so arrived shall be averaged to arrive at a single aggregate score for the month . This shall be added to the sole monthly score for the monthly parameters to arrive at the final score. The formula is specified below.

**Final Score** = Single Average Score for Daily Parameters for a Month + Single Average Score for weekly Parameters for a Month + Monthly Score for Monthly Parameters.

Where *Single Average Score for Daily Parameters for a Month* is average of Daily Parameter Score for a sample fleet for month period.

*Single Average Score for Weekly Parameters for a Month* is average of Weekly Parameter Score for a sample fleet for a four weeks period.

9. This final Score shall be multiplied with Incentive/Penalty Kilometres per scored point to arrive at Incentive/Penalty Kilometres. The Incentive/Penalty Kilometre shall **4 KM per score point**. This can be fined tuned based on experience later on with sole discretion to Authority to fix the rate.
10. The Incentive /Penalty Kilometres so obtained shall be multiplied with Applicable Kilometre Charges for each category of Buses to arrive at Incentive/Penalty amount.
11. This Inspection shall be carried out for each Category/type of Buses separately.

**12. An illustration for a particular category of Bus Type is specified below**

Average total Score for sample Fleet (10% of Contracted Buses) shall be determined based on performance evaluation methodology specified above. Daily, Monthly and Weekly Inspection report and score achieved is specified hereunder for the illustration.

**1. Daily Parameters Score**

Time and Date:

Inspected By:

Inspected at : (Location of parking place/depot).

Operators Name:

SCORE SHEET											
		Bus Reg. No.									
Parameter Code	Evaluation tool/method used	1	2	3	4	5	6	7	8	9	10
MD1-A		-1	1	0	-1	-1	1	-1	1	0	1
MD1-B		0	0	-1	0	-1	0	1	1	0	0
MD1-C		0	0	-1	0	0	-1	1	0	1	1
MD1-D		1	0	-1	0	-1	1	-1	-1	-1	-1
MD1-E		-1	1	0	0	0	0	1	0	-1	0
MD1-F		-1	-1	-1	0	0	1	-1	0	0	-1
MD1-G		0	1	0	-1	1	-1	0	0	0	0
MD1-H		-1	-1	0	-1	0	-1	1	0	0	0
OD1- A		0	-1	-1	-1	1	1	1	0	-1	0
OD1-B		1	-1	1	-1	1	0	-1	0	-1	1

OD1-C		-1	0	-1	1	1	-1	1	1	-1	1
OD1-D		-1	-1	1	-1	-1	0	1	1	-1	1
OD1-E		0	0	1	0	1	1	1	1	0	-1
OD1-F		-1	1	-1	-1	-1	1	0	1	0	0
OD2-G		0	0	2	-2	2	1	0	0	2	1
OD2-H		-1	0	0	-2	2	-1	1	-2	0	0
OD3-I		3	3	-3	2	3	-1	3	-1	-2	0
OD1-J		1	1	-1	0	0	-1	0	1	0	1
OD1-K		-1	1	-1	-1	1	1	1	0	1	1
OD2-L		0	-2	0	-2	-1	-2	-2	1	-1	-2
Score for the Bus		-3	2	-7	11	7	-1	7	4	-5	3
<b>Average Score for the Fleet for the day for daily parameters*</b>											<b>-0.40</b>
* Sample size may be around 10% of the fleet through strictly random sampling. Outcome can be generalised for the fleet.											
Sign of Inspector						Sign of Bus Operator Representative					

## 2. Weekly Parameters Score

Time and Date:

Inspected By:

Inspected at : (Location of parking place/depot).

Operators Name:

SCORE SHEET											
Parameter Code	Evaluation tool/method used	Bus Reg. No.									
		1	2	3	4	5	6	7	8	9	10
MW2-I		1	-1	2	-1	-1	2	-1	-2	-2	0
MW1-J		-1	0	-1	1	1	-1	0	-1	0	1
MW1-K		-1	-1	1	1	1	-1	0	-1	-1	-1
MW1-L		1	1	0	1	1	1	1	-1	0	0
MW1-M		-1	1	-1	0	0	0	-1	-1	0	0
MW2-N		0	2	0	-2	-1	-2	1	-1	1	1
OW2-M		2	0	1	2	-2	2	2	0	1	-2
OM2-N		-2	0	-1	0	2	2	0	-1	1	-2
OW3-O		0	2	-2	-2	0	2	1	-2	-2	3
MW1-O		-1	0	1	-1	-1	1	0	1	-1	1
MW2-P		0	2	0	-2	-1	1	-2	2	0	2
OW1-P		1	1	1	1	0	0	1	0	1	1
OW1-Q		-1	-1	-1	-1	0	1	0	0	1	0
Score for the Bus		-2	6	0	-3	-1	8	2	-7	-1	4
<b>Average Score for the Fleet for the week for weekly parameters*</b>											<b>0.60</b>

\* Sample size shall be around 10% of the Contracted Buses (separate sample for each category of Contracted Buses) through strictly random sampling. Outcome can be generalised for the fleet.

### 3. Summary Report for Determination of Final Score

Date	Daily Parameter Score	Weekly Parameter Score
1-Jan	-0.40	
2-Jan	-2	
3-Jan	10	
4-Jan	18	
5-Jan	21	
6-Jan	18	
7-Jan	-22	0.60
8-Jan	-7	
9-Jan	-10	
10-Jan	-17	
11-Jan	13	
12-Jan	-20	
13-Jan	-24	
14-Jan	-14	17
15-Jan	-25	
16-Jan	-7	
17-Jan	-4	
18-Jan	18	
19-Jan	8	
20-Jan	11	
21-Jan	25	15
22-Jan	7	
23-Jan	24	
24-Jan	9	
25-Jan	6	
26-Jan	2	
27-Jan	-15	
28-Jan	-22	20
29-Jan	-22	
30-Jan	-22	
31-Jan	-11	
<b>Average Score</b>	<b>-1.75</b>	<b>13.15</b>
<b>Final Score =Aggregate of Average Score Above</b>		<b>11.40</b>

#### **4. Determination of Incentive /Penalties**

*Total Incentive/Penalties Kilometres = 11.4 (i.e Final Score) X 4 Km per Point (Incentive/Penalty Kilometer per score point.) = 45.6 KM*

Prevailing rate per Km for bus operations = Say Rs 40

Then Total Incentive payment for month above per bus = Rs 40 x 45.6 km = Rs 1824

*(i.e. Total Incentive /Penalties Kilometres X Applicable Kilometer Charge for category of Contracted Buses for which sample assessment undertaken). Such incentive could go higher, or even lower but capped at rate specified in the beginning under limits of monthly invoice.*

#### **Some FAQs regarding PAS**

1. Is not the number of parameters too large for practical monitoring? Considering that incentive based performance monitoring is new to both the transport authorities and operators in India, should we have not limited it to a few parameters?

*Reducing the number of parameters would lead to eliminating some important factors that influence performance. As mentioned in the explanatory note, the monitoring load is not unmanageable. The system of marking is easy and would need not more than two resources from the authority's side for a fleet of 100 buses or even more.*

2. Many of the parameters appear subjective, depending on individual judgment. If yes, doesn't that open up the possibility of individual discretion or even regulatory capture?

*Use of ITS is recommended for sourcing information for evaluation. Some information like speed violations, or non stoppages at designated points, are easily available from ITS. However factors like cleanliness are best judged from manual inspection and will retain their subjectivity to some extent. However is is advised that the tablet used for evaluation should allow for taking and inserting pictures.*

*The attempt has been in any case to define the performance as clearly as possible. Checks and balances will have to be built though random or surprise checks by higher authorities to verify the PAS output. Further passenger feedback is considered an important source of information for evaluation and separate compliance or action taken reports must be generated.*

3. All parameters fall in 1, 2, or 3 categories as far as marking is concerned. Should the variance between the weights not be wider? Or in other words, how is limited difference between weights assigned to each parameter justified?

*Weights are captured not only in terms of marks but also in terms of how the parameter is defined. It is also influenced by whether the parameter is daily, weekly or monthly. A monthly parameter does not get averaged like say a daily parameter, and hence is less likely to be diluted. Variance is kept small in order to keep the system simple.*

## **Section II : Assured Fleet Availability and other exceptions**

In addition to the Fines as specified above, failure to meet the Assured Fleet Availability and some exception points shall attract the following damages. There are no incentives in this section.

If for any Lot of Contracted Buses, the Assured Fleet Availability is not met with the Baseline Standard and such occurrence can be substantially attributed, in the opinion of the Authority, to acts of omission and performance of the Operator and substantially within the control of the operator, (such as driver absenteeism, poor maintenance etc.), then damages would be payable by the Operator to Authority equal to 10% of revenue lost by Authority owing to such lower fleet availability. Such losses would be calculated based on daily average revenue.

1. The Authority may add/delete/change/modify the parameters on which Fines can be applied in consultation with Operator(s). At least 30 (thirty) days prior notice shall be given to the Operator before such additional fines can be applied. Fines levied shall be supported by reports of inspection done by the Authority or its authorised representatives including the reports maintained by the Central Control Centre.
2. In case Aggregate Fines payable by the Operator exceeds the 5% limit specified above for consecutive 5 (five) months, it shall be considered as breach of obligation by the Operator and shall entitle the Authority to terminate the Agreement in accordance with the provisions hereof.

Parameters	Baseline Standard	Methodology for Calculation	Period of Inspection/ Calculation	Penalty /Fine/Damages
Assured Fleet Availability	<p>The Operator will make available fixed portion of each lot of Contracted Buses for maintaining continued and uninterrupted operations of Bus Services as follows :</p> <p><b>New Buses :</b> 93%, 92%, 91% of each Lot of New Contracted Buses on a shift basis in the 1st, 2nd and 3rd year of the Contract Period respectively, and 90% thereafter up-to the end of the Contract Period .</p> <p><b>Existing Buses:</b> 90% of each lot of Existing Contracted Buses during the Contract Period.</p>	<p><b>Fleet availability (in percent)</b> = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100</p> <p>A Bus to be considered as being available if ;</p> <p>1) It does not start/begin its scheduled trip beyond (+/-) 10 minutes from Scheduled trip Time .</p> <p>2) It should complete atleast 90% of its planned scheduled Kilometres..</p>	Daily	<p>Any breach in standard due to acts of omission and performance of the Operator(such as driver absenteeism, poor maintenance etc.),<b>then damages/Penalty</b> would be payable by the Operator to Authority <b>equal to 10% of revenue lost by Authority owing to such lower fleet availability.</b></p> <p><b>Illustration :</b> Damages/Penalties payable for 86% Fleet Availability against requirement of 93% of Assured Fleet Availability.</p> <p>93% -86% = 7% Unavailable Fleet</p> <p><b>Penalties payable for the day = 7% x Total assured fleet size for the particular type of Contracted Bus x ADR X 10%.</b></p> <p><b>ADR</b> is a Average Daily Revenue per Contracted Bus for each type of Contracted Bus in relevant Lot/Category/Bus Type in the preceding [15 (fifteen)] days prior to the day for which the losses are being calculated.</p>

### Other Exception Parameters

Sr No.	Code	Operation or Maint.	Inspection Frequency	Assessment Area	Evaluation Parameter	Method/Tool of Evaluation	Performance	Penalty in Rs per instance/action
1		Maintenance	Monthly	Regulatory	PUC Certificate / Emission levels	Manual Inspection with emission check equipment	PUC Certificate not available or not renewed	Rs 500 per bus
2		Maintenance	Daily	Safety	Brake, Hand Brake and clutch functioning	Manual Inspection	Defective brakes or clutch	Bus taken off service with availability based fine as above
3		Operation	Monthly	Regulatory	Insurance as per MV Act	Manual Inspection	Not maintaining Insurance Policies as per MV act	Bus taken off service with availability based fine as above
4		Operation	Monthly	Safety	Fatal Accident for the entire fleet	ITS	Each Instance of fatal Accident which occurred due to irresponsible driving and or poor maintenance	Rs 10,000 per fatal accident.
5		Operation	Monthly	Regulatory	Vehicle Registration Certificate	Manual Inspection	Driver does not carry the correct vehicle registration certificates required as per law.	Bus taken off service with availability based fine as above



**Annexure – PA8: Details of Contracted Buses and the Indicative Handover Schedule of Contracted Buses**

*(\*Details of Buses to be added when handed over and to form part of this Agreement.)*

**Details of Buses**

<b>Sr. No.</b>	<b>Manufacturer and Bus Type</b>	<b>Model Number</b>	<b>Registration</b>	<b>Lot Number</b>	<b>Date of Commissioning</b>

**Annexure – PA9: List of Tools Provided by the Bus Manufacturer and Bus Bodybuilder**

*(To be Attached at the time of Signing of the agreement)*

**Annexure – PA10: Indicative List of Equipment to be Provided by the Operator**

*[Indicative requirement]*

<b><i>Sl no</i></b>	<b><i>Equipment Description</i></b>	<b><i>Qty required in nos</i></b>
1	Air Compressors	2
2	Bus Washers	2
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	2
8	Spray painting machine	1
9	Tyre pressure gauges	6
10	Hub pullers	4
11	Decanting Pump	1
12	Torque wrenches	4
13	Hydraulic Jacks	20
14	Pit trolleys	3
15	Bench vices	4
16	Working tables	6
17	Greasing machine	3
18	Gas Welding machine set	1
19	Battery Chargers	3
20	Matra Jack	1
21	Electric clamp meter	2
22	Bench Grinder	1
23	Injector tester	1
24	Portable drilling machine	3
25	Wheel alignment gauge	2
26	Hot plates for tube repairing	3
27	Chassis stands	4
28	Tool Box set	20

**Annexure – PA11: List of Authority Clearances and Operator Clearances**

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

**Annexure – PA12: Specification for New Bus Procurement**

**Section 1: Technical Specifications of Standard AC Bus**

Bus specifications of Standard Size urban bus (AC)		
S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
	Definition of Low Floor area	Not Applicable plane
1	Propulsion system	ICE
2	Fuel-options	Diesel, BS IV
3	Engine	
3.1	Engine HP sufficient to provide:	
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be 75 kmph
b	Acceleration (metre/sec <sup>2</sup> )	≥ 0.8 (minimum 225 HP)
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5
d	Maximum speed	Geared maximum speed without speed limiter to be 75 kmph
e	Grade ability from stop at GVW	17%
f	Rated HP/torque preferably at lower rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM
g	Power requirements for Air conditioning system, ITS etc.	Required
3.2	Emission norms	BS IV
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)
3.4	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.
3.5	Engine location	Optional
3.6	Transmission	
a	Automatic with torque convertor. Neutral during stops	Manual Transmission (MT)
b	Automated manual	

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear	
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary
5	Clutch (where applicable)	Dry, single plate, power assisted operation
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Air suspension
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows - 4 numbers
7.3	Kneeling	Not applicable
7.4	Anti roll bars/stabilizers	Both front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Dual circuit full air brakes, with drum at front and rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels
8.1	Anti skid anti brake locking system (ABS)	As per CMVR
8.2	Electronic controls	Optional
9	Electrical system	24 volt DC
9.1	Batteries:	Low maintenance type lead acid batteries for 24 V system- performance as per BIS:14257-1995 (latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Self starter	24V
9.3	Alternator	24V (another alternator of similar capacity for AC buses)
9.4	Electrical wiring & controls- type	As specified separately under ITS specifications
10	Speed limiting device (optional):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit
11	Tyres	Steel radial tube-less. Size and performance as per CMVR

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
12	Fuel tank	Capable to enable bus operation $\geq$ 300 km between consecutive fillings
	Fuel tank location etc	Optional for diesel tank. However, CNG cylinder should be on roof top
13	Bus characteristics	
13.1	Bus dimensions (mm)	
a	Overall length (over body excluding bumper)	12000 (minus tolerance of +/-100)
b	Overall width (sole bar/floor level- extreme points)	2600 (maximum)
c	Overall height (unladen - at extreme point)	3800 (maximum)
d	Wheel-base	6100 (tolerance -200 +200)
i	Front overhang	As per CMVR
ii	Rear overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)- maximum	400
13.4	Clearances (mm)	
a	Minimum axle clearance (mm)	Minimum 175 mm (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/58/2014-UT-I dated 24 <sup>th</sup> July 2014
b	Wheel area clearance (mm)	> 220 for parts fixed to bus body & > 170 for the parts moving vertically with axle.
c	Minimum ground clearance (un-kneeled) in mm at GVW	Within the wheelbase not less than 270
13.5	Angles (degrees)	
a	Angle of approach (unladen)	Not less than 8.5°
b	Angle of departure (unladen)	Not less than 9.0°
c	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus gates/Doors	
14.1	Type of doors	in front jack knife and double jack knife in rear door
a	Operating mechanism	Electro pneumatically controlled
b	Opening/Closing time in seconds per operation (maximum)	4
c	Positions of door controls	On dashboard and also inside & outside of doors
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
14.2	Front service doors - (near side/non-driver side)	√
a	Minimum door aperture (without flaps) in mm	800
b	Minimum clear door width (fully opened) in m	650 ± 50
c	Minimum door height in mm	1900
d	Positioning front service gate	Ahead of front axle
e	Number of gates	1
14.3	Rear service doors (near side/non-driver side) :	
14.3.1	Rear service doors (near side):	√
a	Minimum door aperture (without flaps) in mm	1200
b	Minimum clear door width (fully opened) in mm	1000 ± 50
c	Door height in mm	1900 (minimum)
d	Positioning rear door	to be selected any of the two options
i	Ahead of centre line of rear axle	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle
ii	Behind the centre line of rear axle	Preferably front edge of gate 1500 mm behind centre line of rear axle
e	Number of gates	1
14.3.2		Not Applicable
14.4		Not Applicable
14.4.1		Not Applicable
14.4.2		Not Applicable
14.4.3		Not Applicable
14.5		Not Applicable
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
A	Stepped type entry (maximum)	400
B	Level entry (at station platform height)	Not Applicable
14.7	Maximum height (mm) of other steps	
A	if door ahead of rear axle	250



**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
B	if door behind rear axle	300
14.8	Ramp for wheel chair at the gates wherever required	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 900mm floor height considering that floor level of bus stops are at 400mm
A	Dimensions	Minimum width 900 mm
B	Material	Aluminium alloy with anti-slip coating
c	Load carrying capacity (in kilograms)	> 300
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm	√
e	Device to lock wrapped up ramp	√
f	Kneel ramp control:	Not applicable
g	Requirement for passengers with limited mobility	√
i	Wheel chair anchoring - minimum for one wheel chair	√
ii	Priority seats - minimum 2 seats	√
iii	Stop request	As per AIS 052
h	Emergency doors/exits or apertures (Numbers)	As per AIS 052
	Dimensions in mm	As per AIS 052
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	Roll over test will be carried out for all models of the buses. Roll over tests with the bus rolling from ground level instead of a raised platform. All other

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm procedures as per AIS 031.
15.2	Bus structure - materials specs etc	Material to be decided by the manufacturer
15.3	Insulation	
a	Roof structure	Material to be decided by the manufacturer. Other requirements as per AIS 052
b	Engine compartment	Material to be decided by the manufacturer. Other requirements as per AIS 052
15.4	Aluminium extruded sections for:	
a	Rub rail	Aluminium extrusion IS 733/1983 or better
b	Decorative moulding	
c	Wire cover	
d	Wearing strip	
e	Foot step edging	
f	Panel beading	
g	Window frame	
h	Roof grab rail brackets	
15.5	Floor type/Materials etc	
a	Type of floor	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches
b		Not Applicable
c	Steps on floor	No steps
d		Not applicable
e	Maximum floor slope	6%
f	Floor surface material	12 mm thickness phenolic resin bonded densified 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 also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002)

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
g	Anti – skid material	3 mm thick anti-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 with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)
	Size:	2200mm width*1500mm height (minimum)*8.5±0.5 thickness
b	Rear windscreen:	Single piece curved toughened glass-plain/flat at centre & curved at corners IS:2553 (Part-2)–1992/latest
	Size:	1900mm width*950mm height (minimum)* 5.5±0.5 thickness
c	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest
d	Glass specifications	Toughened glass IS2553(Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
e	Window & other glasses - material specs, thickness etc	Toughened as per IS:2553 (Part-2)–1992/latest of 4.8-5.3 mm thickness
f	Safety glass	As per AIS 052/CMVR
g	Rear view mirrors	As per AIS 052
15.7	Seating and gangway etc	
15.7.1	Overall Seating Capacity of the Bus	D+44 to D+46
15.7.2	Passenger seating's for ordinary type-1 buses	As per AIS 052
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	400*350
d	Seat pitch - minimum (mm)	686
e	Minimum backrest height-from floor to top of seat/ headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height (mm)	375
f	Torso angle (degrees)	Minimum 12°
g	Seat materials	'PPLD/LDPE' moulded AIS 023 & AIS 052 for performance

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
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	As per AIS 052
j	Clearance space for seated Passenger facing partition (mm)	Minimum 350
k	Seat back/Pad material/Thickness:	Polyurethane foam IS15061:2002
	Type:	MDI moulded IS 5509
	Upholstery:	Pile fabric/jekard 0.7-1mm thickness
l	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400*350
m	Area for standee passengers (sq. mm.)	As per AIS 052
n	Number of seats including one for wheel chair	32 - 34
o	Number of standees	Calculation as per AIS 052
p	Sitting/Standing ratio	Not required
q	Head rest	Not required
r	Seats side facing location	Not suggested except on wheel arches
s	Seat arm	Not required
t	Magazine pouch	Not required
u	Individual seat row fans	Not required
v	Reading lights	Not required
w	Seat back rest	Fixed
x	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
y	Performance & strength requirements of:	√
i	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023
15.7.3	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
ii	Other areas	As per AIS 052

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
b	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 700 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.
c	Gangway width (mm) in longitudinal space between seats	As above
d	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
e	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
a	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Intermetallic galvanic corrosion prevention	
b	Primer coating	
c	Painting:	
16	Electrical system	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 may also be as per equivalent or better European, Japanese, US standards
16.1	Electrical cables:	
16.2	Conductor cross section	
16.3	Safety requirements of electrical	As per AIS 052
a	Fuse	
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
c	Location of cables away from heat sources	
d	Type approval of circuit diagram as per Standards related to electric equipments/wiring	
e	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	Electrically operated with two wiper arms & blades, wiper motor heavy duty

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
		steel body with minimum 2-speed operation wiping system as per CMVR/BIS:7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
a	Wiper motor:	Variable speed with time delay relay as per AIS 011
b	Wiper arm/Blade:	As per AIS 019/AIS 011
16.5	Driver cabin fan	1 number, 200 mm fan as per provision of CMVR, matching interiors
16.6	Lighting - internal & external and illumination	As per AIS 052
16.7	Illumination requirements/performance of:	
a	Dash board tell tale lighting/control lighting	As per AIS 052
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of $\geq 100$ lux & $\leq 200$ lux
c	Passenger area lighting -luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of $\geq 100$ lux and $\leq 150$ lux
17	ITS enabled bus	As specified separately under ITS specifications
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt: Number:	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
18.3	Driver/Passenger/Wheel chair seat belt anchorage	
18.4	Fire extinguisher:	As per AIS 052
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing 32 mm dia, 3 mm thick. rest as per AIS 052
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, aluminium tubing with colour contrasting and slip resistant. 40 mm diameter & 3.15 mm thick. Rest as per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).
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

**Bus specifications of Standard Size urban bus (AC)**

S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
18.10		Not Applicable
18.11	Window guardrails:	As per AIS 052. An additional guard rail in the rear part of bus in view of raised seating.
a	In all school buses - minimum numbers.	
b	In all other buses- minimum numbers.	
c	In AC super deluxe buses	
d	Other details:	
i	First guard rail at a height from window sill in mm	
ii	The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
18.14	Front/Rear door, stepwell lights, door open sign	Incandescent bulb AIS 008
18.15	Mirrors right/left side exterior/interior:	Convex as per AIS 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type
18.17	Warning triangle	As per AIS 052/CMVR
18.18	Fog lighting	As per AIS 052/CMVR
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system
	Impact strength for bumpers	Meet requirements of paragraph 6.3.1 of AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
a	Type of window	Sliding type window panes
b	Minimum height of window aperture (clear vision) in mm	$\geq$ 1000
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	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus	as per operators contract

Bus specifications of Standard Size urban bus (AC)		
S. No.	Description	Specifications
	Bus characteristics	Floor Height-400 mm
20	Air conditioning system - test procedure for type approval	
20.1	Specifications	Up to 42°C of saloon temperature and > 42°C to 48°C
20.2	Target results	a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (> 42°C and up to 48°C of saloon temperature) e.g. If the saloon temperature is 45°, then the target temperature inside the bus is 45° - 15° = 30° c) Minimum average air velocity at air vent is 8 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 and up to 48°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level
20.5	Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	Required
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	81 dba
22	Fuel efficiency requirement	not applicable



## **Specifications for Intelligent Transport System (I.T.S.)**

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### **Objectives:**

1. Harness currently available technologies, with convergence and relevance for the period of the 'Plan' and beyond.
2. Provide a clear and perceptible upgrade over 2008 specifications incorporating the various feed back of the past implementation.
3. Enhance commuter experience and quality/ substance of visual displays
4. Make vehicle more driver friendly
5. Enhance vehicle and customer safety
6. Improve operating efficiency by reducing variable costs such as fuel, brakes and human resource
7. Increased usability ,reliability and life with value for money
8. Standardize, with minimum subjectivity, requirements and responsibilities of various stake holders namely OEMs, purchasers/operators, equipment suppliers, certifying agencies like ARAI and CIRT
9. Empower purchasers/operators with adequate information and details for tendering
10. Serve as a guideline for purchaser/operator to design ITS based infrastructure at respective control centres and/or depots for enhancing operating efficiencies
11. Define inputs from the bus for 'bus shelter sign' applications (via control centre)
12. Serve as a guideline for 'agencies' like BIS, ARAI, CIRT and ASRTU

### **9.0 Electrical system**

#### **9.4 Electrical wiring & controls – type**

##### **9.4.1 Usability/Functionality/Capability**

- a** Control power supply to and monitor status (voltage, current, faults) of all external and internal fixtures like passenger/driver compartment illumination, fans, buzzer, horn and ITS equipments. Power to ITS equipments will be available even when the engine is not running. This will be provided by putting the “Ignition- ON” Switch followed by switch for ITS equipments
- b** It should have an inbuilt fault identification, diagnostic and recovery system for the above
- c** Receive data from various sensors to assist monitoring vehicle safety/performance features such as
  - i** Fuel /oil - level/ pressure
  - ii** Braking pedal position
  - iii** Accelerator pedal position and kick down
  - iv** Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
  - v** Door interlock
  - vi** Kneeling interlock (wherever provided)
  - vii** Gas leakage detection (wherever provided)
  - viii** Fire detection/suppression (wherever provided)
- d** Diagnostic data from engine and transmission will be provided to VHMD, a minimum list of parameters mentioned is given as per Annex 1 -clause 3,4,5 & 6

#### **9.4.2 Architecture-multi 'Node'**

- a** Each node with its own microprocessor (16 bit minimum)
- b** Memory (flash minimum 256kb, RAM minimum 64kb, EEPROM minimum128kb)
- c** Internal communication on CAN 2B
- d** Outputs suitable for
  - i** Resistive loads, Coil loads, relay loads PWM
  - ii** Current measurement, short circuit detection, open load detection and over Current Protection.

- iii Digital high side
- iv Digital low side
- e Inputs
  - (1) Analog
  - (2) Digital high/low side
  - (3) for frequency/pulse counting
  - (4) For signal amplification
- f Each node to be IP54 certified and to comply with test standards under Annex 2

#### **9.4.3 Primary source of data input to 'SCU' for 'VHMD' via CAN 2B(J1939)**

- a As required under clause 17.5 and Annex1.
- b All 'CAN' parameters will be input to SCU in standard format "standardized message name, PGN, SPN and rate

### **17.0 ITS enabled bus - On Bus Intelligent Transport System –OBITS**

#### **17.1 Architecture**

- a The architecture defines the overall inter connectivity of the different sub system inside the vehicle, communication within the sub systems and connectivity to the backend solution for the transmission of the real time vehicle information. It shall consists of following sub systems
  - i Passenger information system (PIS)
  - ii Automatic vehicle location system (AVL)
  - iii Security camera network system (SCN)

- iv Vehicle health monitoring and diagnostics (VHMD)
- v On-board pole mounted ticketing machines
- b The single control unit 'SCU', together with single bus driver console 'BDC', form the nucleus of the on- bus vehicle intelligent transport system (OBITS)

## **17.2 PIS System**

### **17.2.1 Usability/Functionality/Capability**

- a All drivers related interfaces (input/output/feedback) for PIS must be provided on SCU & BDC
  - i The route programming file to be uploaded on SCU
  - ii Route selection function is to be provided on BDC
  - iii All driver related route information to be displayed on BDC
- b Amber colored, alphanumeric with graphic capability
- c In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
- d Viewing distance
  - i Front, side and rear signs 50 meters minimum, for single line text, in day and night.
  - ii Inner 15 meters minimum, for single line text in day and night.
- e Display Characteristics
  - i Fixed, scrolling and flashing mode (with fixed route number, upto 6 characters, on front, side and rear signs).
  - ii Capability to show customized graphics.
  - iii Two lines English /one line local language.

- iv** Total display height should accommodate two lines in English language and the Individual heights of each line should be adjustable to enable one line to be larger/smaller than the second line. However during next stop announcement only single line text is required
- v** It should be possible to display, concurrently, different messages on each of the signs (front, rear, side and inner).
- vi** It should be able to display special signs like signs for 'PWD enable bus', 'ladies special'.
- f** Signs should have ability to retain the last message displayed in the memory of the sign even in the event of power failure and without the message being reloaded from SCU. Test will be performed by disconnecting the SCU from the sign and power to the sign will be switched 'off' and 'on' to see if the Last message is retained and displayed.
- g** Display and voice announcement in English and local languages using Microsoft fonts (or any other as specified in tender) via window based software package (window 7 or latest at the time of inviting the tenders).
- h** The system should have a programming capability as under
  - i** Minimum 75 routes UP and DOWN (150 numbers of destinations) on front, side and rear signs.
  - ii** GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route.
  - iii** The inner sign should be able to display and announce upto three languages, one after the other in sequence. For example make display and announcement in English, then Hindi to be followed by local language for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
  - iv** In event of GPS failure the above functionality should be possible through manual intervention on BDC.
  - v** Display driver and conductor ID once in between the stops on Inner sign
  - vi** Inner sign should be able to display text and customized graphics and announce upto pre-recorded messages by driver selecting 1~9 on BDC display panel of the controller.
  - vii** Display customized graphics plus synchronized voice announcement – location based
  - viii** Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign

- ix** Emergency 'stop' request function- by pressing an emergency switch placed anywhere in the bus the inner sign should display 'stop' message and buzzer located near the driver makes the sound alerting the driver to stop the bus.
- i** Two way communication with central control centre(CCC) via SCU
  - It should be possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office
  - It should be possible to transmit adhoc messages (English) from back office to internal sign.
  - Back office should be able to check, via SCU, the version of firmware loaded on the signs.
- j** Sign should be able to store 'diagnostic trouble codes' (DTC)', 'parameters identifiers (PID) as per Annex 3 and data should be retrievable through SCU.
- k** To comply with test standards under Annex 2

### **17.2.2 Dimensions and technical specifications of destination signs**

- a** Display size
  - i** Front minimum 200x1800 mm –one
  - ii** Rear and side: minimum 200x900 mm-one each
  - iii** Inner : minimum100x800 mm –one
  - iv** For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
  - v** For mini and midi buses one sign in front of size minimum 200X900 mm and one inner sign minimum100x800 mm
- b** Pitch
  - i** Front- maximum. H 13.4 mm x V14.1 mm (maximum H10.5 mm x V 14.1mm for mini/midi buses)
  - ii** Side and rear maximum. H10.5 mm x V 14.1mm
  - iii** Inner 8 x 8 mm maximum.

- c LED and display quality front, side and rear signs
  - i Amber colored LED, dominant wave length 591~595nm (color matched and bin graded).
  - ii UV resistant, diffused lens 4 mm (minimum) or ‘SMT PLCC2 standard package’
  - iii Wide viewing angle 120° horizontal & 60° Vertical
  - iv Ensure enhanced readability with full clarity on scrolls and long life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at  $I_f = 20$  mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 ma
- d LED and display quality inner sign
  - i LED amber dot matrix viewing angle 45° all around, intensity minimum 40 mCd, dominant wave length 590 ~595 nm
- e Structure
  - i Front ,side and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front
  - ii Inner sign: light weight structure with poly glass /acrylic/toughened glass.
  - iii Electronic devices used to be 'automotive grade' rated for temperature -25°C to +85°C (so as to meet tests specified in Annx 2) with conformal coated PCB boards
  - iv Power to signs shall be supplied through bus multiplex wiring system

### **17.3 Automatic vehicle location (AVL) system**

**17.3.1** SCU will transmit raw GPS data ,of vehicle locations, in NMEA protocol , to back office control centre at user configurable frequency ( 5 seconds or less),via 3G(GSM)/GPRS, for further processing and use ,including that for signs on bus stops ,BRTS and bus terminals.

### **17.4 Security camera network (SCN) system**

#### **17.4.1 Usability/Functionality/Capability**

- a** The Network surveillance system shall consist of
  - i** High resolution cameras, two numbers to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one reversing surveillance camera. For midi/mini buses 1 ambient and 1reversing and for articulated buses 3 ambient and 1 reversing camera to be employed.
  - ii** Capability of 48 hour recording of images in ‘CIF’ mode (no sound) for total of four cameras. The recording will be overwritten if not down loaded after the memory is fully utilized.
  - iii** Capability to transfer the recordings to control centre/depot through SCU via high speed WLAN network (with back haul), in compressed format
  - iv** Capability to transfer the recordings using SD-card (if provided-refer 17.4.2 a below), tagged to vehicle ID, which is physically removed and transferred to a card reader attached to the depot server.SD card will be provided in a lockable compartment.
  - v** Capability to transfer recording using USB
  
- b** Recording functionalities
  - i** Continuous or schedule based recording
  - ii** Event based recording triggered by SCU (VHMD).
  - iii** Event based recording triggered by sensors connected to the ‘recorder’(if provided separately)
  - iv** Disconnected camera detection
  - v** Auto shut down delay after ignition switch off
  - vi** Auto reset after power break
  - vii** Built in clock



- viii** Emergency operation: when activated by a foot operated micro pedal switch, the recording will take place at a preselected resolution and FPS.
- c** SCU should be able to display on BDC one or more cameras at the same time upto maximum 4.
- d** BDC to display only reversing camera picture when reverse gear is engaged.

#### **17.4.2 Architecture**

- a** ‘Recording functionality’ could be provided in a ‘separate box (recorder)’ or alternatively could be in-built into SCU in which case hard disc will be used instead of SD card for storage. The choice will be of the equipment supplier
- b** Power supply to ‘recorder’ will be provided through the bus multiplexing system.
- c** Power supply (12V regulated) to camera will be provided from
  - i** ‘Recorder’.
  - ii** Through the bus multiplexing system when ‘recording functionality’ is provided in SCU

#### **17.4.3 Specifications**

- a** ‘Camera’ specifications
  - i** Fixed lens 3.6 mm
  - ii** Picture resolution upto 752 H x 582 V (PAL),
  - iii** Resolution = 420 TV lines minimum,
  - iv** Picture sensor =1/3" CCD or better,
  - v** IR distance 10 meters minimum ,
  - vi** Automatic backlight compensation
  - vii** Ingress protection rating IP66 minimum

**b** 'Recorder' specifications

**i** 4 Channel minimum

**ii** Recording resolution PAL

(1) CIF (352X288 ) upto 25 fps maximum each of 4 channel

(2) D1 (704X576) upto 25 fps maximum -one channels only

(3) DI (704X576) upto 12 fps maximum each of 4 channels,

**iii** Stream standards: ISO 1449, video compression standard H.264.

**iv** 48 hour (for total 4 channels) recording of images and voice in CIF mode.

**17.4.4 Alternate system**

IP (internet protocol) digital camera using 'network recording' is also permitted with equal or better specifications.

**17.5 Vehicle health monitoring and diagnostics (VHMD)**

**17.5.1 'SCU' will receive vehicle health diagnostic data from multiplexing nodes and PIS signs**

**a** The data from multiplexing nodes, on a single CAN 2B(JI939) bus will include parameters from

**i** Vehicle electrical system powered through multiplexing nodes

**ii** Vehicle safety and performance features

**iii** Engine and transmission

The list of such parameters is as per Annex 1. All 'CAN' parameters will be receivable in standard format "standardized message name, PGN, SPN and rate.

**b** The data from PIS signs will include parameters specified in Annex 3

**17.5.2** ‘SCU’ should be able to create log files and communicate to control centre at end of the day via WLAN the data related to parameters in Annex 1. The log files will be overwritten if not downloaded.

**17.5.3** SCU should be able to communicate to control centre, in case any of the parameters listed in Annex 1, exceed a predefined value at any time. Such warning will also pop up real time on BDC screen. The number of such prompts will be five (maximum) at any time.

**17.5.4** SCU should be able to display following parameters on BDC for viewing by driver/workshop technician.

- a** Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed.
- b** Transmission output shaft speed, transmission input shaft speed, transmission current gear, transmission oil filter restriction switch, transmission oil life remaining, transmission service indicator, transmission sump oil temperature, transmission oil level high / low, hydraulic retarder oil temperature
- c** ‘Nodes’ output status-parameters to be pre agreed at the time of tender.
- d** Vehicle performance/safety features such as brake condition, door Interlock, Kneeling interlock (wherever specified), gas leakage detection (wherever specified), fire detection and suppression (wherever specified). The responsibility of providing requisite sensors for such parameters rests with the OEM.
- e** Any other engine, transmission diagnostic data –parameters to be pre agreed at the time of tender.

**17.5.5** SCU should be able to communicate to control centre, in real time, a pre selected 5 parameters (out of those mentioned above in 17.5.4).

## **17.6 On board hand held ticketing machine with smart card**

### **17.6.1 Specifications**

- a** As per MOUD letter k/14011/28/2009-metro (PT) dated 9<sup>th</sup> may 2012.
- b** No compatibility required with SCU and OBITS

## **17.7 On board pole mounted smart card ticketing terminals**

### **17.7.1 Specifications**

- a Two numbers, one each at two gates system. Specifications as per as per MOUD letter k/14011/28/2009-metro (PT) dated 9th may 2012.

### **17.7.2 Architecture**

- a SCU should be able to provide route, GPS information in XML format over TCP socket to ticketing machine.
- b Ticketing machine should be able to connect through Ethernet port to enable it send information via the gateway on SCU. All such transmission between ticketing machine and depot/CCC has to be 'secured' at the origin. Purchaser/operator shall make necessary arrangement for identifying ticketing equipment and the protocol to be interfaced.

## **17.8 SCU and BDC architecture**

### **17.8.1 Usability/Functionality/Capability**

- a Integrate and interface all features of
  - i Passenger information system (PIS)
  - ii Automatic vehicle location system (AVL)
  - iii Security camera network system (SCN)
  - iv Vehicle health monitoring and diagnostics (VHMD)
  - v On-board pole mounted ticketing machines
- b Provide the driver/user interface/display on BDC as specified elsewhere in this document
- c Display camera images on BDC as specified elsewhere in this document
- d Control PIS functionality as specified elsewhere in the document
- e Provide two-way voice and data link with control centre to communicate data and information as specified elsewhere in this document.  
The link will be based on open public communications network services 3G (GSM) with downward compatibility with 2G

- f Provide wireless LAN (WiFi) interface for wireless communications between the vehicle and depot network as specified elsewhere in this document .This interface will not be available to passengers.
- g Provide capability to upload firmware/ software and configuration of parameters on 'SCU' via the wireless LAN
- h Provide audio interface to the driver's microphone and earpiece or speaker using wired link to SCU (Telephone dial up is not envisaged)
- i BDC ,on a selectable 'menu' will have 'panic' options' for communicating pre configured messages to control centre
- j Capability to store 'diagnostic trouble coded' (DTC)' ,parameters identifiers (PID) as per Annex 3
- k To comply with test standards under Annex 2

#### **17.8.2 Technical specifications: SCU**

- a Processor : 32/ 64 bit
- b Operating system: embedded Windows/Linux with programming software( Windows 7 or latest at the time of calling the tenders)
- c Memory : flash: 2 GB minimum, RAM 512 MB minimum (RAM memory includes SCU and BDC)
- d Interface : CAN 2.0, RS 485,RS 232, fast Ethernet, USB, digital outputs, digital/Analog inputs, WLAN, audio input output,, amplified audio output
- e Interface protocols :as specified elsewhere in this document
- f In built GPS and 3G(GSM) modules
- g WLAN
- h Combi antenna using RG174 cable. The connectors on Combi antenna will be preferably SMA(M) ST plug type for GPS and FME(F) jack type 1/4"-36UNS-2B for 3G
- i In built /external two channel amplifier minimum 10 Watts rms each suitable for 4 ~8 Ohm impedance with input for external microphone

- j In-built MP3 files storage/playback function.
- k Power to SCU & BDC will be supplied through bus multiplexing wiring system

### **17.8.3 Technical Specifications: BDC**

- a Display
  - i Size 5.7" diagonal minimum
  - ii Full color graphic TFT-640 x 480 dots minimum, capable of showing minimum 20 lines in English.
  - iii Viewing angle (horizontal) 60°/75° (right/left)/ (vertical) 60°/75° (up and down)
  - iv Adjustable back lighting
- b Key board :4 keys minimum

### **17.8.4 Technical specifications: GPS modules**

- a Rating:22 tracking/66 acquisition minimum
- b Tracking sensitivity :-165 dBm typ
- c Navigation sensitivity ; -148 dBm typ
- d Update rate 1 Hz (configurable to 10 Hz)
- e Time to first fix cold acquisition 35 seconds typ
- f Hot acquisition 1 second typ.
- g Navigation accuracy 3M horizontal

### **17.8.5 Technical specifications: 3G(GSM) modules**

- a GSM/GPRS SMT quad band and UMTS (3G) b
- Temperature range -40°C to +85°C

### **17.8.6 Technical specifications: 'Combi' Antenna**

- a** AMPS 850MHz, GSM900MHz, ISM868MHz, DCS1800MHz, PCS1900MHz, 3G UMTS 2.1GHz, Wifi /Blue Tooth (2.4 GHz),GPS (1575.42MHz). Separate WLAN antenna may be provided if necessary.
- b** GPRS
  - i** Impedance 50 Ohm
  - ii** Radiation pattern Omni-directional
  - iii** Polarization linear (vertical)
- c** GPS
  - i** Impedance 50 Ohms
  - ii** VSWR <1.5:1
  - iii** Polarization RHCP
- d** Waterproof IP-66
- e** Temperature range -40°C to +85°C
- f** RG174 cable

### **17.8.7 Fitment on bus**

- a** All 'OBITS' equipment including wiring harness, antennas to be original factory fitment.
- b** Front, side, rear signs should be mounted with a gap with the glass so that the glass on signs and of the bus can be cleaned by swiping
- c** All equipment should be fitted in a way to minimize unintentional damage, shielded from direct engine heat, protected from water splash and dust.
- d** All cables need to be properly anchored

**e Others:**

- i** Front sign: central
- ii** Rear sign: central
- iii** Side sign: first window ahead of rear door (central line of sign should coincide with central line of window)
- iv** Inner sign: centralize along the width of bus behind the driver's partition
- v** Speakers with protective grill : one each near the doors and others equally distributed across the length of the bus- Total no. 4
- vi** SCU, recorder, amplifier : secured and ventilated compartment right above the driver
- vii** BDC: ergonomically placed for driver ease
- viii** Camera: as specified else where
- ix** Ticketing machines - pole Mounted: as specified elsewhere
- x** Combi antenna: suitable place to define inside the bus (preferably) with direct line of view for 'affixing' the unit.

**17.8.8 Communication amongst sub systems**

- a** 'Signs' to 'SCU' RS 485
- b** 'Multiplexing nodes' to 'SCU' CAN 2B (J1939)
- c** 'Camera' to 'Recorder' AVI or Ethernet (for 'IP' camera option )
- d** 'SCU to 'BDC' Ethernet/DVI/VGA/HDMI/RS232/RS485 as required.
- e** Add -on 'Ethernet switch' and CAN ports are permitted

**17.8.9 Communication between SCU and depot/central control centre (CCC)**

**a AVL to CCC:**

Raw GPS data in NMEA 0183 protocol (GPVTG, GPGGA, GPRMC, GPGSV and GPGSA) and route number via open public communications network services 3G and download compatibility



**b VHMD real time warning to CCC**

Open public communications network services 3G and download compatibility

**c VHMD end of the day to depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

**d SCN 48 hour recording to depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot plus SD card physical transfer/USB physical transfer

**e Firmware download from Depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

**f PIS Two way communication to depot need based, API to be pre-agreed**

**g Any protocol provided by ITS supplier will be under a 'NDA' amongst the parties**

**17.8.10 Additional requirements of Purchaser/Operator**

- a** If required, Purchaser/Operator can specify as a part of their tender requirements, unambiguously, any additional requirement in relation to 'interface' with their ITS Infrastructure.

**17.8.11 TA' and 'COP' approvals**

- a** The notified agencies, as under rule number 126 of CMVR, will be responsible for approvals and certification of 'OBITS' system as defined above.
- b** Above approvals ,when accorded to sub system suppliers such as PIS ,SCU and BDC, etc will be valid across the board for various purchaser/operator, OEMs and tenders

**17.8.12 Warranties**

- a** The standard warranty will be identical to the warranty of bus (up to 3 years maximum) however purchaser/operator may ask OEMs for extended warranty /annual maintenance contract after expiry of standard warranty periods.

### 17.8.13 ITS Infrastructure at Purchaser/Operator

- a Purchasers/Operator(s) are obligated to install the necessary ITS infrastructure and human resource to 'take over' the OBITS system from OEMs and have their own cell for day to day operations and needs. Typical examples being: PIS route programming including voice recordings ,maintaining up-to-date LAT LONG database, 'Back Haul' operations.
- b OEMs are obligated to provide training to such purchaser/operator(s) staff before delivery of buses.
- c **Driver Score Card/Driver rating:** Purchasers/Operator(s) are obligated to make use of the information from OBITS to incorporate a practice of 'Driver Score Card'. A few suggested parameters are
  - I. Door Open while driving
  - II. Harsh Acceleration
  - III. Excessive Idling
  - IV. Harsh Braking
  - V. Over revving
  - VI. Over speeding
  - VII. Excessive Trip Mileage (Fuel Mileage)
  - VIII. Non Adherence to 'Trip Schedule' e.g. 'Late Start', 'Off Route' and 'Duty Cycle'
  - IX. Driving with Faults: Warning Pop ups reported and initiative to get corrected
  - X. Panic Button usage
  - XI. Cameras switched off
  - XII. Internal Sign Switched off

Data from the above will be based on

- VHMD Log files and SCN data downloaded at end of the day including Driver ID
- Live AVL location transmitted from Bus.

## **Annexure 1: VHMD parameter list**

**All data will be provided by bus multiplexing node**

### **1. Vehicle electrical system**

All external and internal fixtures like passenger/driver compartment illumination and ITS equipment.

### **2. Vehicle safety and performance features**

- Fuel /Oil level/ Pressure
- Braking pedal position
- Accelerator pedal position and kick down
- Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
- Door interlock
- Kneeling interlock (wherever provided)
- Gas leakage detection (wherever provided)
- Fire detection/suppression (wherever provided)

### **3. Engine**

- Engine CAN status
- Engine oil pressure,
- Engine coolant temperature,
- Engine speed in RPM,
- Vehicle speed (torque),
- Diagnostic message (engine specific)

#### **4. Transmission**

- Transmission CAN status
- Transmission output shaft speed
- Transmission input shaft speed
- Transmission current gear
- Transmission oil filter restriction switch
- Transmission oil life remaining
- Transmission service indicator
- Transmission sump oil temperature
- Transmission oil level high / low
- Hydraulic retarder oil temperature
- Accelerator pedal
- Diagnostic message (transmission specific)

#### **5. Diesel bus electronics data (list is indicative, to be finalized by respective purchasers/operators)**

- Drivers demand of engine torque percentage
- Actual engine torque percentage
- Engine and retarder torque
- Engine speed

- Source address controlling device
- Engine starter mode
- Engine demand torque percentage
- Accelerator pedal 2 low Idle switch
- Road speed limit status
- Accelerator pedal kick down switch
- Accelerator pedal low Idle Switch
- Accelerator pedal position
- Percent load at current speed
- Remote accelerator pedal position
- Accelerator pedal position 2
- Vehicle acceleration rate limit status
- Engine temperature
- Engine coolant temperature
- Fuel temperature
- Engine oil temperature
- Turbo oil temperature
- Engine intercooler temperature
- Engine intercooler thermostat opening
- Engine fluid level pressure
- Fuel delivery pressure

- Extended crankcase blow by pressure
- Engine oil level
- Engine oil pressure
- Crankcase pressure
- Coolant pressure
- Coolant level

**6. CNG bus electronics data (list is indicative, to be finalized by respective purchaser/operators)**

- Engine control unit
- Engine speed sensor
- Atmospheric pressure sensor
- Brake switch signal
- EEPROM error
- Vehicle speed sensor
- Main relay main relay
- Ignition switch
- Fuel temperature sensor
- Turbocharger boost pressure sensor
- Boost pressure control
- Accelerator pedal position sensor 1
- Accelerator pedal position sensor 2

- Analog/digital converter
- Coolant temperature sensor
- Fault lamp, engine control
- Electric shutoff (ELAB)
- Needle sensor
- Secondary engine speed signal
- engine speed sensor
- Start-of-injection control
- Injection timing solenoid valve
- Voltage supply control units
- Reference voltage
- air temperature sensor
- Control-collar travel sensor
- Control-collar travel sensor
- Test after running test
- Control-collar travel sensor
- Engine control unit
- Misfire recognition

## Annexure 2: Test Standard Compliance Document

These tests standard compliances are common to PIS signs/multiplexing nodes/controller/driver console

Sr. No	Test standards compliance	Specifications
1	<b>Performance parametric test</b>	Nine points, tri temperature/tri voltage- 18V, 27V, 32V,-25°C, room temperature, +85°C test. At each test point the system will be powered on and shut down 5 times as per the supplier's designated procedure and thereafter evaluated for malfunction if any
2	<b>Cold</b>	IS 9000 (Part II/Sec 4)-1977 (reaffirmed 2004) at -25°C for 2 hours in 'on' condition
3	<b>Dry heat</b>	IS 9000 (Part III/Sec 5)-1977: PIS Signs, SCU and Nodes at + 80°C for 16 hours in 'on' condition. BDC at + 80°C for 2 hours
4	<b>Damp heat</b>	IS 9000 (Part V/Sec 2)1981 at +25°C /+55°C, Humidity 95%, 24 hours for 6 cycles in off condition. Functional test with power in 'on' condition at start of 2nd, 4th and 6th cycle
5	<b>Vibration standard AIS 012/AIS:062 -10g</b>	<ul style="list-style-type: none"> <li>• Frequency 5~50Hz and return to 5Hz at a linear sweep period of 1 minute/complete sweep cycle and 10g at maximum frequency</li> <li>• Excursion -1.6 mm peak to peak over the specified frequency range</li> <li>• Test duration 60 minutes</li> </ul> Direction of vibration –X, Y, Z axis of device as it is mounted on the vehicle.
6	<b>Dust and water ingress protection</b>	IS /IEC 60947-1:2004 in conjunction with IS/IEC 60529:2001– 'PIS signs' IP66, 'SCU' IP 65, 'BDC' IP65, 'nodes' IP54
7	<b>Free fall</b>	IS 9000 (Part VII/Sec 4) Free fall at 500 mm ,(applicable to 'nodes' and 'controllers')



Sr. No	Test standards compliance	Specifications
		only)
8	<b>Fire resistant</b>	<ul style="list-style-type: none"> <li>• Regulation directive 95-28/EG dated 24-10-1995 horizontal Burning rate tested as per ISO 3795 ,</li> <li>• Horizontal burning test HB as per UL 94 -1998 clause 7 ( for wire harness)</li> </ul>
9	<b>Reverse polarity protection without fuse</b>	The component must fulfil the function- and service life requirements after being subjected to reversed polarity up to 27 V for 2 minutes.
10	<b>Over voltage protection</b>	To ensure service life requirements and functionality. The component shall run for 60 minutes at 38V, without effecting the service life or function.
11	<b>Insulation resistance</b>	The Insulation resistance measured as per ISO 16750-2 with a voltage of 500 V dc shall not be less than 1Mega ohm.
12	<b>Cranking voltage</b>	The components shall have an electrical energy reserve that can handle voltage drop during cranking. Component shall not reset during cranking-‘FSC B’. The supply voltage during crank is 18.0 V for 40 ms. The test to be carried out as per ISO 7637
13	<b>Load dump test on controller</b>	123V ,8 Ohms 200ms pulse 5a as per standard ISO 7637-2
14	<b>Salt spray test</b>	(AIS: 012/ IS10250) 96 hours
15	<b>EMC/EMI</b>	1.Electromagnetic radiation, radiated immunity and compatibility as per AIS 004 (Part 3) or 2.72/245/EEC last amended by 2009/19/EC (includes 2004/104/EC, 2005/83/EC, 2006/96/EC) and UN ECE Regulation Number 10 Rev 3:2008

Sr. No	Test standards compliance	Specifications
		Note: In case of product is 'e' marked and a detailed test report is submitted (which includes above tests) no fresh verification is necessary
16	Operating parameters	<ul style="list-style-type: none"> <li>• Supply voltage 24 V± 25%</li> </ul>
17	LED color test – dominant wave length amber	AIS -012
18	LED chromaticity coordinates	Limit towards green: $y \leq x-0.120$
		Limit towards red: $y \geq 0.390$
		Limit towards white: $y \geq 0.790-0.670x$
19	LED bulb/SMT intensity and viewing Angle	In accordance with CIE 127 condition B
		In accordance with CIE 127 condition B

### Annexure 3: Diagnostic trouble codes (DTC) and Parameter Identifiers (PID) list

#### Appendix 1 – DTC code list of PIS signs

DTC code				Description
1	2	0	0	Over voltage
1	2	0	1	Low voltage
1	2	0	3	Over heat

#### Appendix 1.1 – PID code list of PIS signs

Example of PIDs code numbers for a LED sign. PIN code is Ascii characters.

PID code	Description
100	Hardware revision
101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision
105	CPU part number

<b>PID code</b>	<b>Description</b>
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
109	Flash update status
110	Test date and time
114	Article number sign level
115	Production date (production date)
116	End customer
117	Order number
118	Bus/vehicle type
119	Bus builder number (bus build)
208	Language
401	Board temp sensor
402	Internal CPU temp
600	Minimum temp CPU

<b>PID code</b>	<b>Description</b>
601	Maximum temp CPU
602	Maximum temp board
603	Minimum temp board
604	Maximum input power voltage
605	Minimum input power voltage
606	Operating hours
607	Number of resets

**Appendix 1.2 – DTC code list of controller**

<b>DTC code</b>				<b>Comments</b>
0	0	1	2	Watch dog reset
0	0	1	3	Low voltage reset
0	0	2	0	Lost communication, GPS satellite (GPS receiver is not available to the system.)
0	0	2	1	Invalid data, GPS signal invalid
0	0	2	2	GPS antenna error

0	0	2	5	USB, invalid USB mass storage device
0	0	2	6	USB, unknown USB device connected
0	0	2	7	USB, USB invalid file system
0	0	0	7	USB, overcurrent
0	2	0	0	Over voltage
0	2	0	1	Low voltage
0	2	0	3	Over heat

### Appendix 1.3 – PID code list controller

Example of PIDs code numbers for control unit. PIN code is Ascii characters.

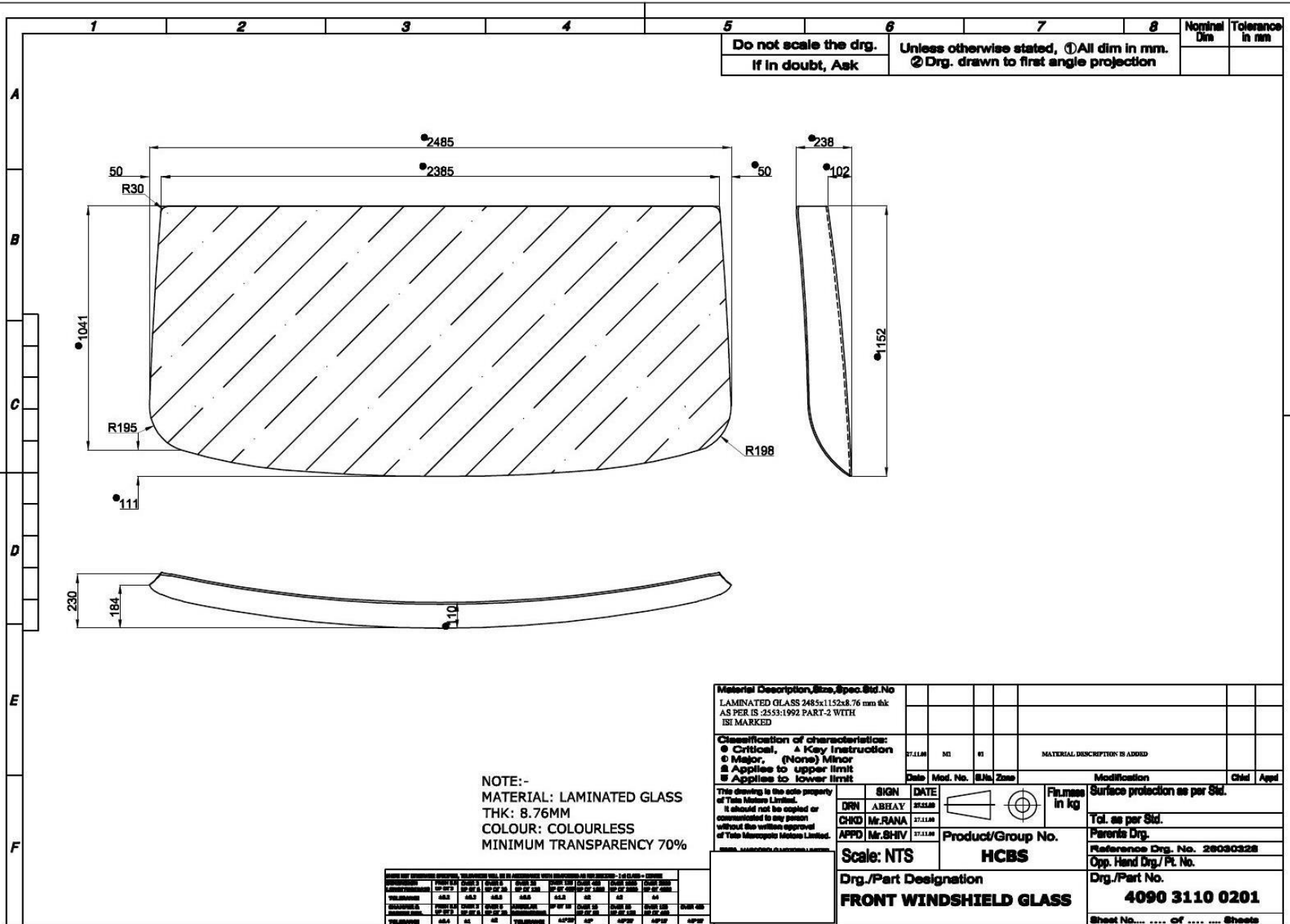
PID code	Description
100	Hardware revision
.i101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision

105	CPU part number
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
110	Test date and time

## **Annexure – 01: Windshield Designs**

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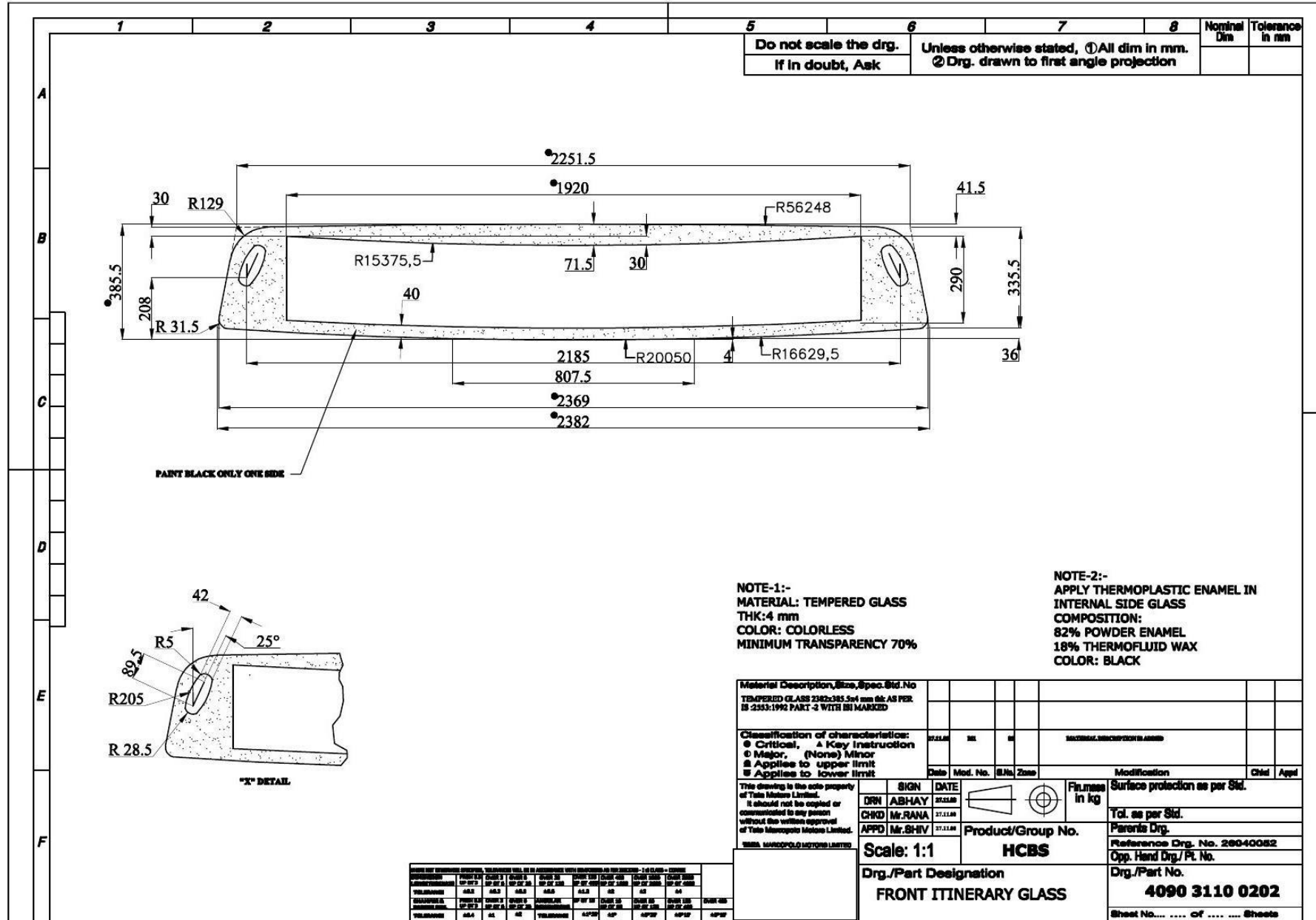
Do not scale the drg. Unless otherwise stated, ① All dim in mm. ② Drg. drawn to first angle projection  
 If in doubt, Ask

Nominal Dim	Tolerance in mm

NOTE:-  
 MATERIAL: LAMINATED GLASS  
 THK: 8.76MM  
 COLOUR: COLOURLESS  
 MINIMUM TRANSPARENCY 70%

<b>Material Description, Size, Spec. Std. No.</b> LAMINATED GLASS 2485x1152x8.76 mm thk AS PER IS :2553:1992 PART-2 WITH ISI MARKED									
<b>Classification of characteristics:</b> ● Critical, ▲ Key Instruction ○ Major, (None) Minor ■ Applies to upper limit ▽ Applies to lower limit		27.11.08	SEI	01	MATERIAL DESCRIPTION IS ADDED				
This drawing is the sole property of Tata Motors Limited. It should not be copied or communicated to any person without the written approval of Tata Motors India Limited.		Date	Mod. No.	Edn.	Zone	Modification	Chkd	Appd	
DRN	ABHAY	20.02.08				Fit. mass in kg	Surface protection as per Std.		
CHKD	Mr. RANA	27.11.08				Tol. as per Std.			
APPD	Mr. BHIV	27.11.08			Product/Group No.	Parents Drg.			
Scale: NTS				Product/Group No.		Reference Drg. No. 28030328			
				HCBS		Opp. Hand Drg./ Pt. No.			
Drg./Part Designation						Drg./Part No.			
FRONT WINDSHIELD GLASS						4090 3110 0201			
						Sheet No. .... of .... Sheets			

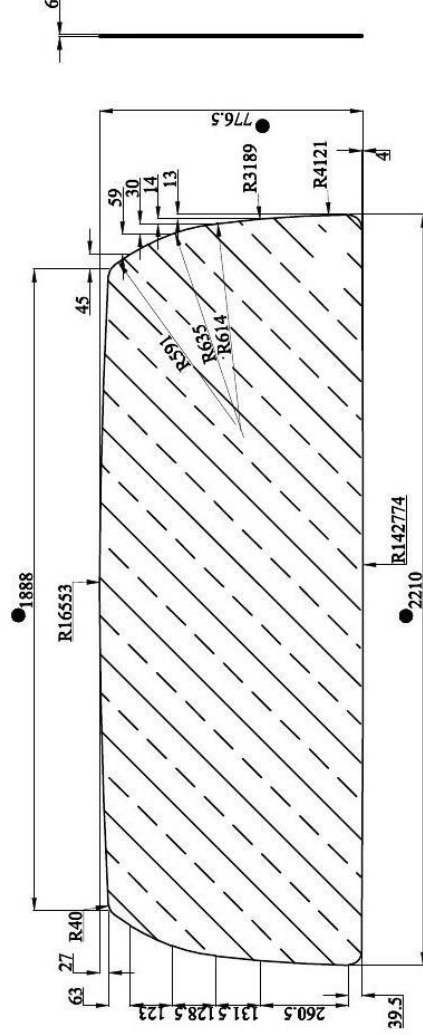
REVISION	DATE	BY	CHKD	APPD	REASON



Do not scale the drg.  
If in doubt, Ask

Unless otherwise stated, CALL dim in mm.  
② Drg. drawn to first angle projection

Nominal Dim	Tolerance in mm



DIMENSION		TOLERANCE	
FROM 0.3	OVER 3	±0.2	±0.3
FROM 0.3	OVER 6	±0.3	±0.5
FROM 0.3	OVER 9	±0.3	±0.8
FROM 0.3	OVER 120	±1.2	±1.2
FROM 0.3	OVER 400	±2	±2
FROM 0.3	OVER 1000	±2	±2
FROM 0.3	OVER 2000	±4	±4
FROM 0.3	OVER 3	±0.4	±0.4
FROM 0.3	OVER 6	±1	±1
FROM 0.3	OVER 9	±2	±2
FROM 0.3	OVER 120	±2	±2
FROM 0.3	OVER 400	±30	±30
FROM 0.3	OVER 1000	±10	±10
FROM 0.3	OVER 2000	±15	±15
FROM 0.3	OVER 3	±0.10	±0.10

MATERIAL: TEMPERED GLASS  
THK:6 MM  
COLOUR: COLOURLESS  
MINIMUM TRANSPARENCY 70%

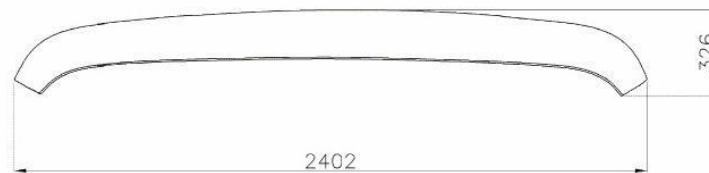
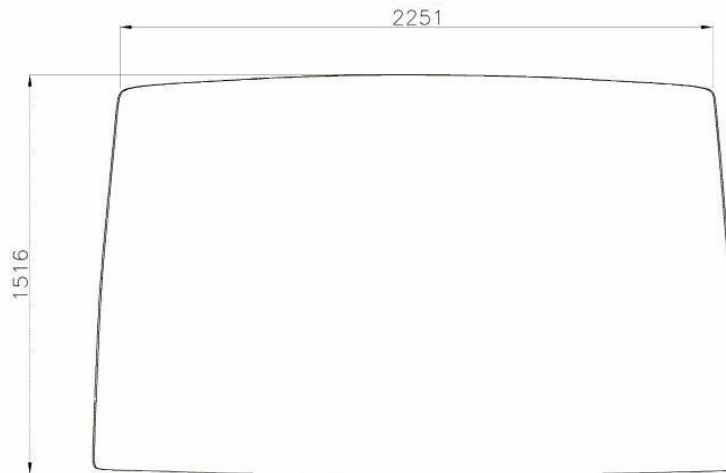
Material Description, Size, Spec. Std. No  
TEMPERED GLASS 2210 x 776.5 x 6mm THK AS  
PER IS : 2553:1992 PART-2 WITH ISI MARKED.

Classification of characteristics:  
● Critical, ▲ Key Instruction  
● Major, (None) Minor  
● Applies to upper limit  
● Applies to lower limit

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27.11.06	NR	01	NEW RELEASE
Date	Mod. No.	Sl/No	Zone
SIGN	DATE	Modification	
DRN ABHAY	27.11.08	Surface protection as per Std.	
CHKD MR.RANA	27.11.08	Fin.mass in kg	
APPD MR.SHIV	27.11.08	Tol. as per Std.	
Scale: NTS		Replaces Drg.	
Product/Group No.		Reference Drg. No. NA	
HCBS CNG DTC		Opp. Hand Drg./Pt. No.	
Drg./Part Designation		Drg./Part No.	
REAR WINDSHIELD GLASS		4090 3110 0204	
Sheet No.....		..... of ..... Sheets	

Engineering Release Notice (ENR)	Location	Change Description	Released Date (YYYY)	Release	Document Release Status
					RELEASED
					Date: _____ Next Fixation year: _____



BASIC DIMENSION: T=8.5

TOLERANCES UNLESS OTHERWISE STATED SS-ISO 2768-1-C

MAIN INFORMATION OF THE PART:  
SEE PART VERSION REPORT

SYMBOLS, DESIGNATIONS AND GENERAL DRAWING METHODS:  
STD 101-0005

 METHOD E, FIRST ANGLE PROJECTION METHOD

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Document title  
WINDSHIELD  
FWS LAMINATED, CLEAR  
8400, INDIA

Document type

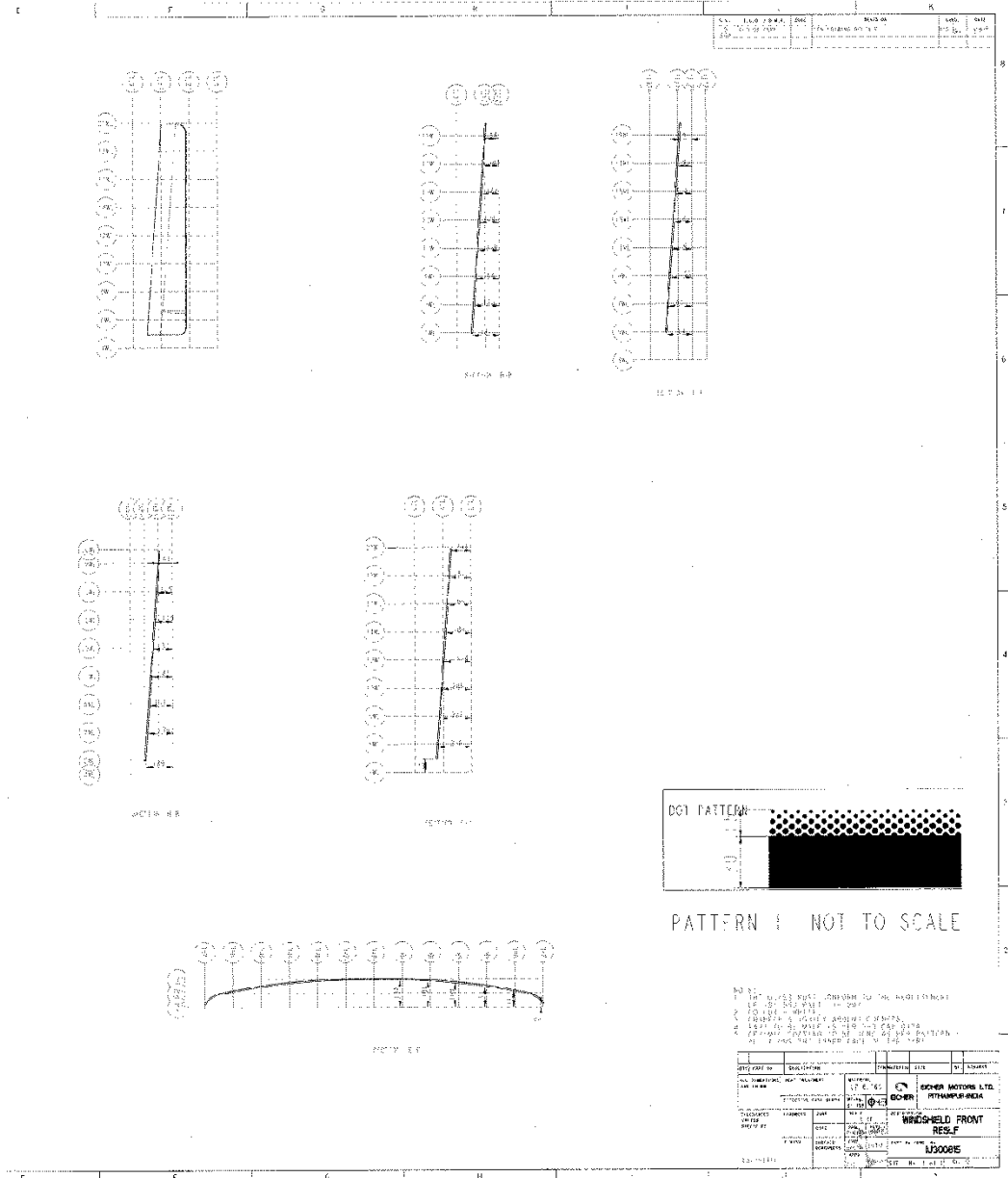
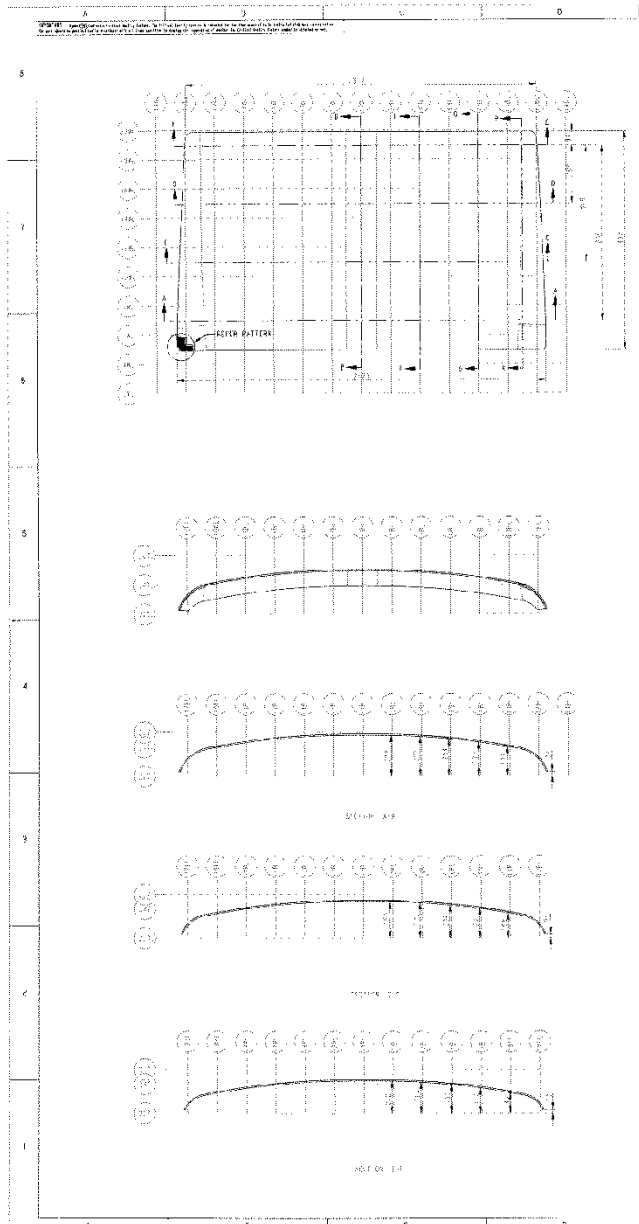
Manufacturer Document prefix

Document No.  
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Issue index  
01

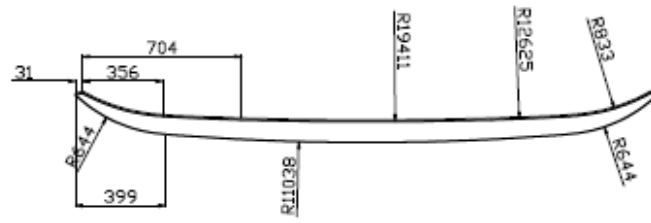
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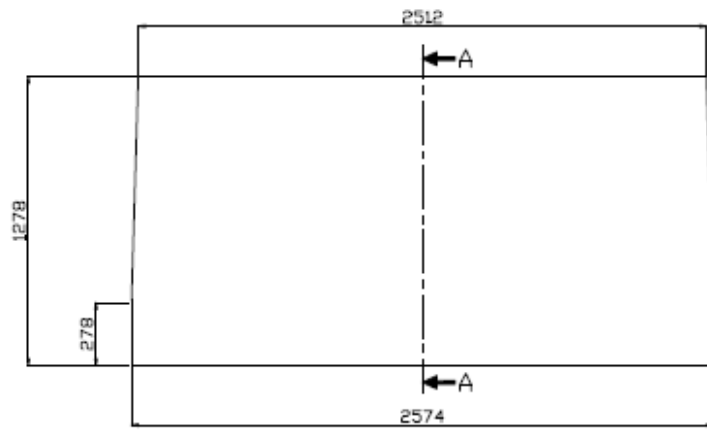


- 1. TO BE USED ONLY IN ACCORDANCE TO THE INSTRUCTIONS
- 2. TO BE USED ONLY IN ACCORDANCE TO THE INSTRUCTIONS
- 3. TO BE USED ONLY IN ACCORDANCE TO THE INSTRUCTIONS
- 4. TO BE USED ONLY IN ACCORDANCE TO THE INSTRUCTIONS
- 5. TO BE USED ONLY IN ACCORDANCE TO THE INSTRUCTIONS
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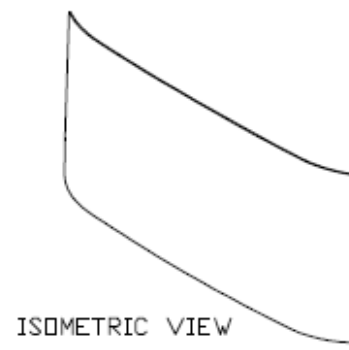
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3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...



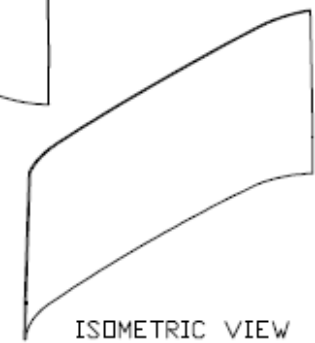
TOP VIEW



FRONT VIEW



ISOMETRIC VIEW



ISOMETRIC VIEW



SIDE VIEW

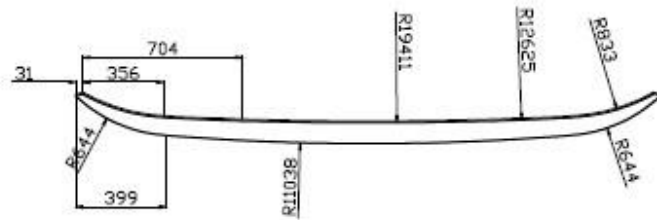


SECTION A-A

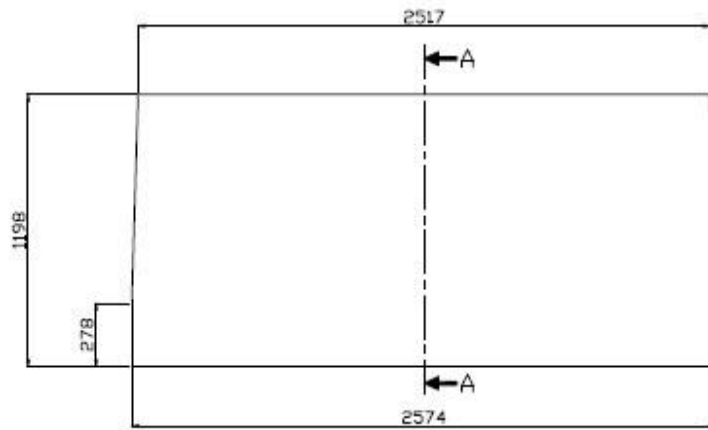
NOTE:- ALL DIMENSION ARE IN MM

REMARKS-	
<b>900 FLOOR</b>	
SCALE	TITLE-
1:1	GLASS FRONT WINDSHIELD SKYPAK 009

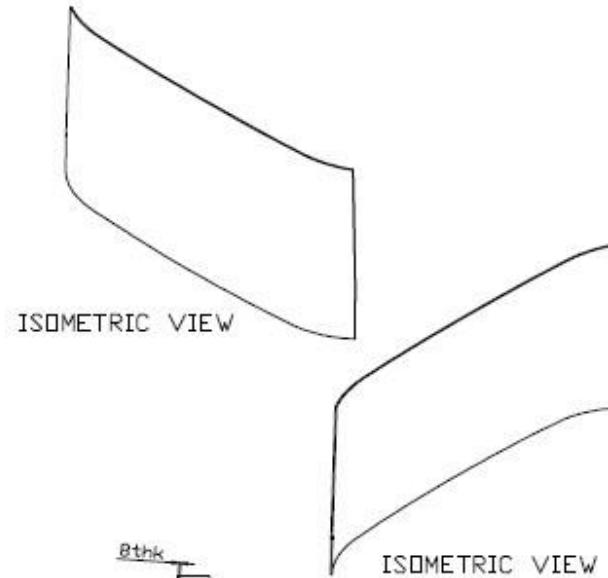
2013	NAME	DATE
DESIGNED	CHANDU	30/01
DRAWN	CHANDU	30/01
CHECKED	PATIL	30/01
STANDARD		
APPROVED		
DR. NO:		
PART NO:		
SHEET 1 OF 1		



TOP VIEW



FRONT VIEW



ISOMETRIC VIEW

ISOMETRIC VIEW



SIDE VIEW



SECTION A-A

NOTE:- ALL DIMENSION ARE IN MM

REMARKS-		2013		NAME	DATE
650 FLOOR		DESIGNED	CHANDU	30/01	
		DRAWN	CHANDU	30/01	
		CHECKED	PATIL	30/01	
		STANDARD			
TITLE-		DR.NO:		PART NO:	
GLASS FRONT WINDSHIELD SKYPAK				SHEET 1 OF 1	

## **Annexure – 02 Figures**

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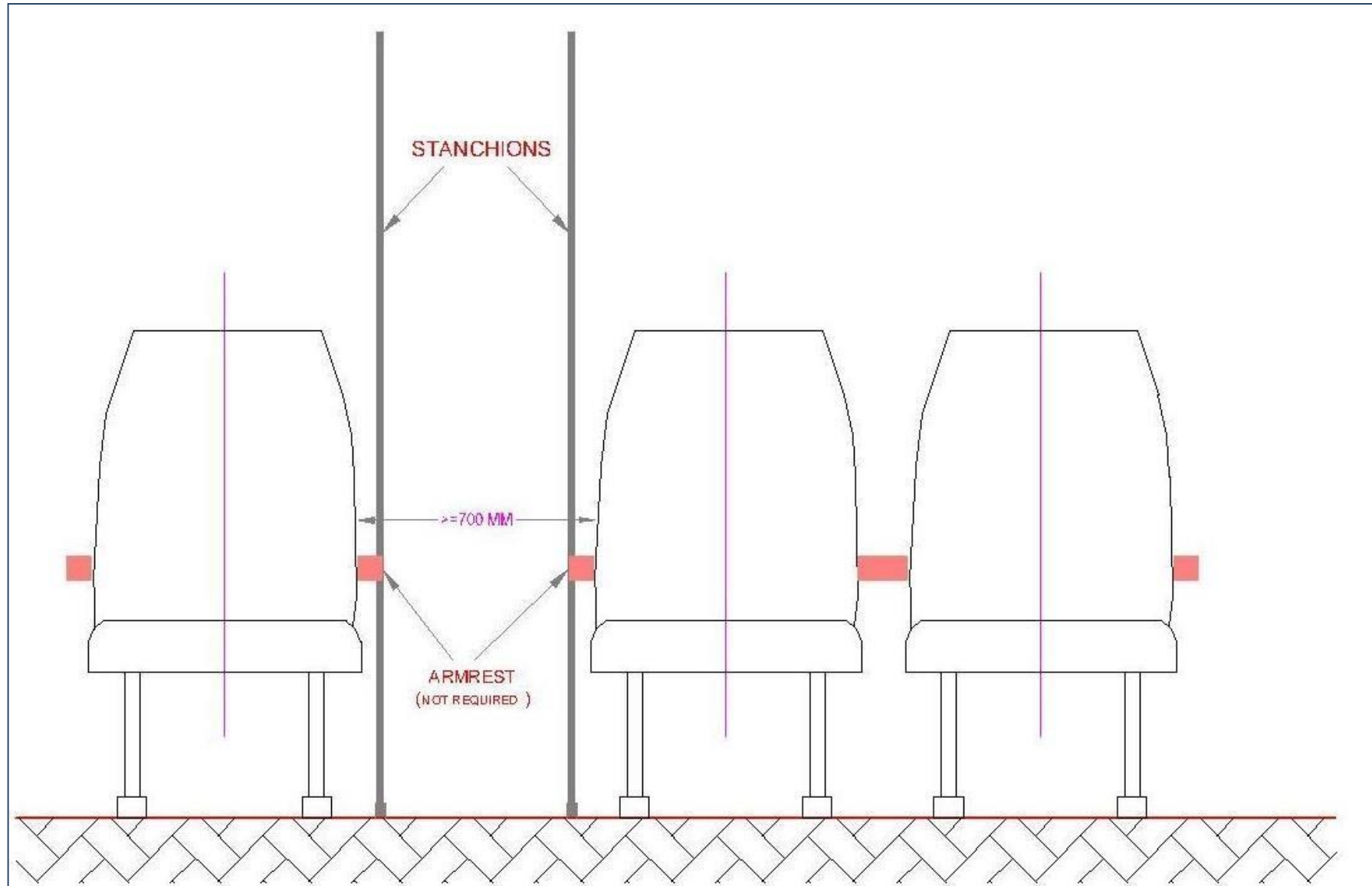


Figure - 01

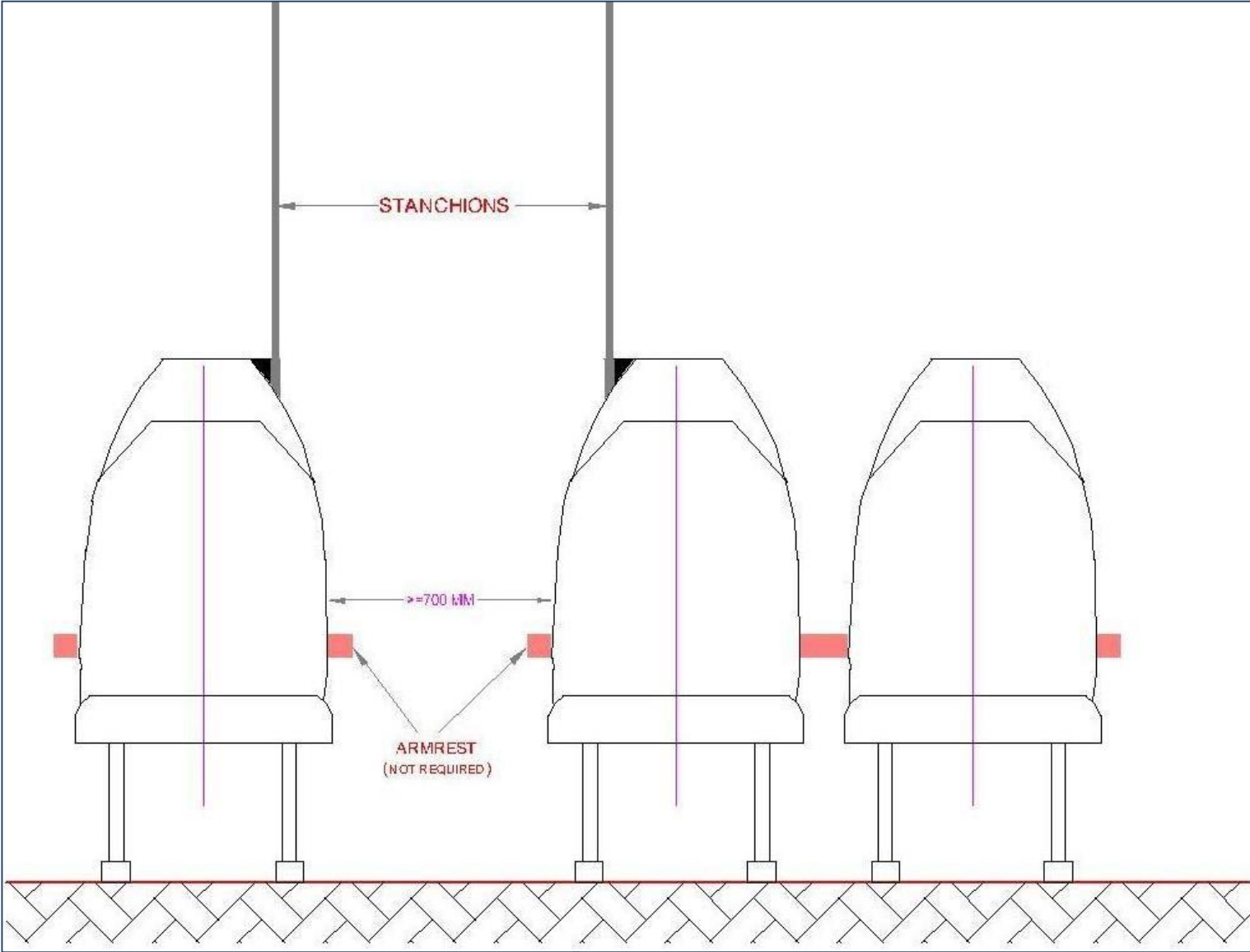
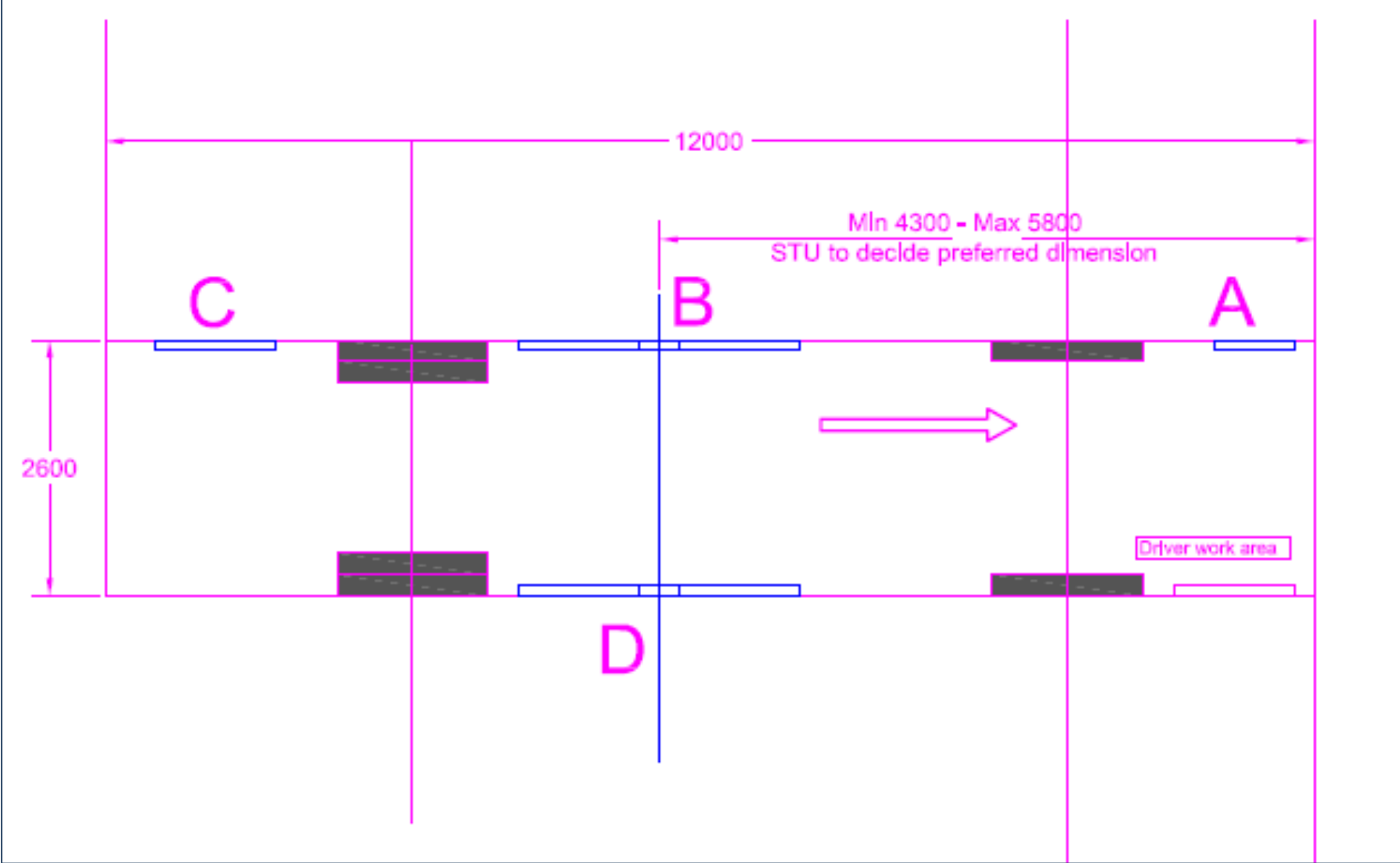


Figure - 02



12 m BRT Standard Bus



## **Annexure -03-Design Type Approval**

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Material Strength Requirements		
S. No.	Description	Specifications
15	Bus body	
15.1	Design type approval	
a	Design type approval- all bus body structures & structural aggregates be designed to fulfil the loading, operating & performance parameters using finite element analysis or any other analytic technique for:	Required
	Strength Stiffness Structural Stability Vibration Safety	
15.2	Structural performance	
a	Bus structure to meet requirements of:	
i	Body structure strength test- each type of vehicle be subjected to roll over test on complete vehicle/specified representative section thereof or to an alternate method approved by the test agency	As per AIS 052
ii	Stability	As per AIS 052
iii	Deflection	√
iv	Vibrations	√
v	Roll over protection	√
vi	Joint strength- body panel joints meet requirements of holding the joined panel when subjected to force of 60% of tensile strength of weakest joined body panel.	As per AIS 052

Material Strength Requirements		
S. No.	Description	Specifications
b	Various loads:	
i	Normal loads (static) = Number of Passenger*weight of Passenger (68 Kgs.) + Passenger luggage weight (7 Kgs). (Besides the vehicle related loads).	√
ii	Bump loads: # Bump height = As per relevant BIS/Indian Road Congress guidelines. # Case I: single wheel on bump/pot hole. # Case II: diagonally opposite wheels on Bump/Pot hole. # Case III: both wheels (front & rear) on bump/pot hole.	√
iii	Braking loads: 0.6g (applied together). Horizontal = 0.6g load, Vertical = 1g load	√
c	Bus body structure evaluation by a & or b	As under
i	Physical testing or	As per AIS 052
ii	Finite element method	As per AIS 052
d	Required performance values/data (minimum) for above load conditions:	As under
i	Strength (factor of safety) (tolerance -10%)	$\geq 3$ i.e. design stress $\geq 1/3^{\text{rd}}$ of yield stress
ii	Stiffness (deflection) mm	5mm
iii	Vibrations (lowest natural frequency) hertz	5Hz
iv	Roll over tests with the bus rolling from ground level instead of a raised platform. Angular velocity should not exceed 5 degrees/second. All other procedure as per AIS031	(i) Unstable position should not occur before 35°. (ii) No part of structure intrudes into residual space.
	1. Bus tilted to its unstable position	
	2. Bus allowed falling freely under gravity from this	

Material Strength Requirements		
S. No.	Description	Specifications
	position.	
	3. GVW of the bus to be considered	
v	4. Energy absorbed by the structure { $E_R$ =Reference energy-- potential energy of the bus in its (unstable) equilibrium position). $E_R = M * g * h$ Where M= Effective weight of the bus, g = Acceleration due to gravity, h= Height of C.G. above ground level in (unstable) equilibrium position. }	0.75 $E_R$
vi	Buckling factor	$\geq 4$



**Section 2: Technical Specifications of Standard Bus (Non AC)**

Bus specifications of standard size urban bus (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	900 mm
	Definition of Low Floor area	not applicable
1	Propulsion system	ICE
2	Fuel-options	Diesel, BS IV
3	Engine	
3.1	Engine HP sufficient to provide:	
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be 75 kmph
b	Acceleration (metre/sec <sup>2</sup> )	≥ 0.8 (minimum 180 HP)
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5
d	Maximum speed	Geared maximum speed without speed limiter to be 75 kmph
e	Grade ability from stop at GVW	17%
f	Rated HP/torque preferably at lower rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM
g	Power requirements for Air conditioning system, ITS etc	Required
3.2	Emission norms	BS IV
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)
3.4	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.
3.5	Engine location	Optional
3.6	Transmission	Manual Transmission (MT)
a	Automatic with torque convertor. Neutral during stops	
b	Automated manual	
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear	

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary
5	Clutch (where applicable)	Dry, single plate, power assisted operation
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system	Pneumatic
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows - 4 numbers
7.3	Kneeling	Not applicable
7.4	Anti roll bars/stabilizers	Both front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Dual circuit full air brakes, with disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels
8.1	Anti skid anti brake locking system (ABS)	As per CMVR
8.2	Electronic controls	Optional
9	Electrical system	24 volt DC
9.1	Batteries:	Low maintenance type lead acid batteries for 24 V system- performance as per BIS:14257-1995 (latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Self starter	24V
9.3	Alternator	24V (another alternator of similar capacity for AC buses)
9.4	Electrical wiring & controls- type	As specified separately under ITS specifications
10	Speed limiting device (optional):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit
11	Tyres	Steel radial tube-less. Size and performance as per CMVR
12	Fuel tank	Capable to enable bus operation $\geq$ 300 km between consecutive fillings

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
	Fuel tank location etc	Optional for diesel tank. However, CNG cylinder should be on roof top
13	Bus characteristics	
13.1	Bus dimensions (mm)	
a	Overall length (over body excluding bumper)	12000 (minus tolerance of 100)
b	Overall 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)
i	Front overhang	As per CMVR
ii	Rear overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)- maximum	900
13.4	Clearances (mm)	
a	Minimum axle clearance (mm)	Minimum 175 mm (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/58/2014-UT-I dated 24 <sup>th</sup> July 2014
b	Wheel area clearance (mm)	> 220 for parts fixed to bus body & > 170 for the parts moving vertically with axle.
c	Minimum ground clearance (un-kneeled) in mm at GVW	Within the wheelbase not less than 270
13.5	Angles (degrees)	
a	Angle of approach (unladen)	Not less than 8.5°
b	Angle of departure (unladen)	Not less than 9.0°
c	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus gates/Doors	
14.1	Type of doors	in front jack knife and double jack knife in rear door
a	Operating mechanism	Electro pneumatically controlled
b	Opening/Closing time in seconds per operation (maximum)	4
c	Positions of door controls	On dashboard and also inside & outside of doors
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors - (near side/non-driver side)	√

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
a	Minimum door aperture (without flaps) in mm	800
b	Minimum clear door width (fully opened) in m	650 ± 50
c	Minimum door height in mm	1900
d	Positioning front service gate	Ahead of front axle
e	Number of gates	1
14.3	Rear service doors (near side/non-driver side) :	
14.3.1	Rear service doors (near side):	√
a	Minimum door aperture (without flaps) in mm	1200
b	Minimum clear door width (fully opened) in mm	1000 ± 50
c	Door height in mm	1900 (minimum)
d	Positioning rear door	to be selected any of the two options
i	Ahead of centre line of rear axle	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle
ii	Behind the centre line of rear axle	Preferably front edge of gate 1500 mm behind centre line of rear axle
e	Number of gates	1
14.3.2		Not Applicable
14.4		Not Applicable
14.4.1		Not Applicable
14.4.2		Not Applicable
14.4.3		Not Applicable
14.5		Not Applicable
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a	Stepped type entry (maximum)	400
b	Level entry (at station platform height)	Not Applicable
14.7	Maximum height (mm) of other steps	
a	if door ahead of rear axle	250
b	if door behind rear axle	300

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
14.8	Ramp for wheel chair at the gates wherever required	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 900mm floor height considering that floor level of bus stops are at 400mm
a	Dimensions	Minimum width 900 mm
b	Material	Aluminium alloy with anti-slip coating
c	Load carrying capacity (in kilograms)	> 300
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm	√
e	Device to lock wrapped up ramp	√
f	Kneel ramp control:	Not applicable
g	Requirement for passengers with limited mobility	√
i	Wheel chair anchoring - minimum for one wheel chair	√
ii	Priority seats - minimum 2 seats	√
iii	Stop request	Not applicable
h	Emergency doors/exits or apertures (Numbers)	As per AIS 052
	Dimensions in mm	As per AIS 052
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	Roll over test will be carried out for all models of the buses. Roll over tests with the bus rolling from ground level instead of a raised platform. All other procedures as per AIS 031.

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
15.2	Bus structure - materials specs etc	Material to be decided by the manufacturer
15.3	Insulation	
a	Roof structure	Material to be decided by the manufacturer. Other requirements as per AIS 052
b	Engine compartment	Material to be decided by the manufacturer. Other requirements as per AIS 052
15.4	Aluminium extruded sections for:	
a	Rub rail	Aluminium extrusion IS 733/1983 or better
b	Decorative moulding	
c	Wire cover	
d	Wearing strip	
e	Foot step edging	
f	Panel beading	
g	Window frame	
h	Roof grab rail brackets	
15.5	Floor type/Materials etc	
a	Type of floor	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches
b		Not Applicable
c	Steps on floor	No steps
d		Not applicable
e	Maximum floor slope	6%
f	Floor surface material	12 mm thickness phenolic resin bonded densified 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 also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002)
g	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
		fire retardancy
15.6	Safety glasses and fittings:	
a	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)
	Size:	2200mm width*1500mm height (minimum)*8.5±0.5 thickness
b	Rear windscreen:	Single piece curved toughened glass-plain/flat at centre & curved at corners IS:2553 (Part-2)-1992/latest
	Size:	1900mm width*950mm height (minimum)* 5.5±0.5 thickness
c	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest
d	Glass specifications	Toughened glass IS2553(Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
e	Window & other glasses - material specs, thickness etc	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
f	Safety glass	As per AIS 052/CMVR
g	Rear view mirrors	As per AIS 052
15.7	Seating and gangway etc	
15.2.1	Overall Seating Capacity of the Bus	D+44 to D+46
15.7.2	Passenger seating's for ordinary type-1 buses	As per AIS 052
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	400*350
d	Seat pitch - minimum (mm)	686
e	Minimum backrest height-from floor to top of seat/ headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height (mm)	375
f	Torso angle (degrees)	Minimum 12°
g	Seat materials	~ Page 415 ~ 'PPLD/LDPE' moulded AIS 023 & AIS 052 for performance

Bus specifications of standard size urban bus (Non-AC)

S. No.	Description	Specifications
	Bus characteristics	900 mm
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	As per AIS 052
j	Clearance space for seated Passenger facing partition (mm)	Minimum 350
k	Seat back/Pad material/Thickness:	Polyurethane foam IS15061:2002
	Type:	MDI moulded IS 5509
	Upholstery:	Pile fabric/jekard 0.7-1mm thickness
l	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400*350
m	Area for standee passengers (sq. mm.)	As per AIS 052
n	Number of seats including one for wheel chair	32 - 34
o	Number of standees	Calculation as per AIS 052
p	Sitting/Standing ratio	Not required
q	Head rest	Not required
r	Seats side facing location	Not suggested except on wheel arches
s	Seat arm	Not required
t	Magazine pouch	Not required
u	Individual seat row fans	Not required
v	Reading lights	Not required
w	Seat back rest	Fixed
x	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
y	Performance & strength requirements of:	√
i	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023
15.7.3	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
ii	Other areas	As per AIS 052



**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
b	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 700 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.
c	Gangway width (mm) in longitudinal space between seats	As above
d	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
e	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
a	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Intermetallic galvanic corrosion prevention	
b	Primer coating	
c	Painting:	
16	Electrical system	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 may also be as per equivalent or better European, Japanese, US standards
16.1	Electrical cables:	
16.2	Conductor cross section	
16.3	Safety requirements of electrical	As per AIS 052
a	Fuse	
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
c	Location of cables away from heat sources	
d	Type approval of circuit diagram as per Standards related to electric equipments/wiring	
e	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	Electrically operated with two wiper arms & blades, wiper motor heavy duty

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
		steel body with minimum 2-speed operation wiping system as per CMVR/BIS:7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
a	Wiper motor:	Variable speed with time delay relay as per AIS 011
b	Wiper arm/Blade:	As per AIS 019/AIS 011
16.5	Driver cabin fan	1 number, 200 mm fan as per provision of CMVR, matching interiors
16.6	Lighting - internal & external and illumination	As per AIS 052
16.7	Illumination requirements/performance of:	
a	Dash board tell tale lighting/control lighting	As per AIS 052
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of $\geq 100$ lux & $\leq 200$ lux
c	Passenger area lighting -luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of $\geq 100$ lux and $\leq 150$ lux
17	ITS enabled bus	As specified separately under ITS specifications
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt: Number:	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
18.3	Driver/Passenger/Wheel chair seat belt anchorage	
18.4	Fire extinguisher:	As per AIS 052
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing 32 mm dia, 3 mm thick. rest as per AIS 052
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, aluminium tubing with colour contrasting and slip resistant. 40 mm diameter & 3.15 mm thick. Rest as per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be <b>explored (refer figure-2).</b>
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

**Bus specifications of standard size urban bus (Non-AC)**

S. No.	Description	Specifications
	Bus characteristics	900 mm
18.10		Not Applicable
18.11	Window guardrails:	As per AIS 052. An additional guard rail in the rear part of bus in view of raised seating.
a	In all school buses - minimum numbers.	
b	In all other buses- minimum numbers.	
c	In AC super deluxe buses	
d	Other details:	
i	First guard rail at a height from window sill in mm	
ii	The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending $\geq 100$ mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
18.14	Front/Rear door, stepwell lights, door open sign	Incandescent bulb AIS 008
18.15	Mirrors right/left side exterior/interior:	Convex as per AIS 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type
18.17	Warning triangle	As per AIS 052/CMVR
18.18	Fog lighting	As per AIS 052/CMVR
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system
	Impact strength for bumpers	Meet requirements of paragraph 6.3.1 of AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
a	Type of window	Sliding type window panes
b	Minimum height of window aperture (clear vision) in mm	$\geq 1000$
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	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus	as per operators contract

Bus specifications of standard size urban bus (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	900 mm
20	Air conditioning system - test procedure for type approval	Not applicable
20.1	Specifications	
20.2	Target results	
20.3	Apparatus	
20.4	Procedure	
20.5	Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	81 dba
22	Fuel efficiency requirement	not applicable

## **Specifications for Intelligent Transport System (I.T.S.)**

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### **Objectives:**

13. Harness currently available technologies, with convergence and relevance for the period of the 'Plan' and beyond.
14. Provide a clear and perceptible upgrade over 2008 specifications incorporating the various feed back of the past implementation.
15. Enhance commuter experience and quality/ substance of visual displays
16. Make vehicle more driver friendly
17. Enhance vehicle and customer safety
18. Improve operating efficiency by reducing variable costs such as fuel, brakes and human resource
19. Increased usability ,reliability and life with value for money
20. Standardize, with minimum subjectivity, requirements and responsibilities of various stake holders namely OEMs, purchasers/operators, equipment suppliers, certifying agencies like ARAI and CIRT
21. Empower purchasers/operators with adequate information and details for tendering
22. Serve as a guideline for purchaser/operator to design ITS based infrastructure at respective control centres and/or depots for enhancing operating efficiencies
23. Define inputs from the bus for 'bus shelter sign' applications (via control centre)
24. Serve as a guideline for 'agencies' like BIS, ARAI, CIRT and ASRTU

### **9.0 Electrical system**

#### **9.5 Electrical wiring & controls – type**

##### **9.4.1 Usability/Functionality/Capability**

- a** Control power supply to and monitor status (voltage, current, faults) of all external and internal fixtures like passenger/driver compartment illumination, fans, buzzer, horn and ITS equipments. Power to ITS equipments will be available even when the engine is not running. This will be provided by putting the “Ignition- ON” Switch followed by switch for ITS equipments
- b** It should have an inbuilt fault identification, diagnostic and recovery system for the above
- c** Receive data from various sensors to assist monitoring vehicle safety/performance features such as
  - i** Fuel /oil - level/ pressure
  - ii** Braking pedal position
  - iii** Accelerator pedal position and kick down
  - iv** Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
  - v** Door interlock
  - vi** Kneeling interlock (wherever provided)
  - vii** Gas leakage detection (wherever provided)
  - viii** Fire detection/suppression (wherever provided)
- d** Diagnostic data from engine and transmission will be provided to VHMD, a minimum list of parameters mentioned is given as per Annex 1 -clause 3,4,5 & 6

#### **9.4.4 Architecture-multi 'Node'**

- g** Each node with its own microprocessor (16 bit minimum)
- h** Memory (flash minimum 256kb, RAM minimum 64kb, EEPROM minimum128kb)
- i** Internal communication on CAN 2B
- j** Outputs suitable for
  - i** Resistive loads, Coil loads, relay loads PWM
  - ii** Current measurement, short circuit detection, open load detection and over Current Protection.

- iii Digital high side
- iv Digital low side
- k Inputs
  - (5) Analog
  - (6) Digital high/low side
  - (7) for frequency/pulse counting
  - (8) For signal amplification
- l Each node to be IP54 certified and to comply with test standards under Annex 2

#### **9.4.5 Primary source of data input to 'SCU' for 'VHMD' via CAN 2B(J1939)**

- a As required under clause 17.5 and Annex1.
- b All 'CAN' parameters will be input to SCU in standard format "standardized message name, PGN, SPN and rate

#### **17.9 ITS enabled bus - On Bus Intelligent Transport System –OBITS**

##### **17.10 Architecture**

- c The architecture defines the overall inter connectivity of the different sub system inside the vehicle, communication within the sub systems and connectivity to the backend solution for the transmission of the real time vehicle information. It shall consists of following sub systems
  - i Passenger information system (PIS)
  - ii Automatic vehicle location system (AVL)
  - iii Security camera network system (SCN)

- iv Vehicle health monitoring and diagnostics (VHMD)
- v On-board pole mounted ticketing machines
- d The single control unit 'SCU', together with single bus driver console 'BDC', form the nucleus of the on- bus vehicle intelligent transport system (OBITS)

## **17.11 PIS System**

### **17.11.1 Usability/Functionality/Capability**

- a All drivers related interfaces (input/output/feedback) for PIS must be provided on SCU & BDC
  - i The route programming file to be uploaded on SCU
  - ii Route selection function is to be provided on BDC
  - iii All driver related route information to be displayed on BDC
- b Amber colored, alphanumeric with graphic capability
- c In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions
- d Viewing distance
  - iii Front, side and rear signs 50 meters minimum, for single line text, in day and night.
  - iv Inner 15 meters minimum, for single line text in day and night.
- e Display Characteristics
  - vii Fixed, scrolling and flashing mode (with fixed route number, upto 6 characters, on front, side and rear signs).
  - viii Capability to show customized graphics.
  - ix Two lines English /one line local language.



- x** Total display height should accommodate two lines in English language and the Individual heights of each line should be adjustable to enable one line to be larger/smaller than the second line. However during next stop announcement only single line text is required
- xi** It should be possible to display, concurrently, different messages on each of the signs (front, rear, side and inner).
- xii** It should be able to display special signs like signs for 'PWD enable bus', 'ladies special'.
- f** Signs should have ability to retain the last message displayed in the memory of the sign even in the event of power failure and without the message being reloaded from SCU. Test will be performed by disconnecting the SCU from the sign and power to the sign will be switched 'off' and 'on' to see if the Last message is retained and displayed.
- g** Display and voice announcement in English and local languages using Microsoft fonts (or any other as specified in tender) via window based software package (window 7 or latest at the time of inviting the tenders).
- h** The system should have a programming capability as under
  - x** Minimum 75 routes UP and DOWN (150 numbers of destinations) on front, side and rear signs.
  - xi** GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route.
  - xii** The inner sign should be able to display and announce upto three languages, one after the other in sequence. For example make display and announcement in English, then Hindi to be followed by local language for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
  - xiii** In event of GPS failure the above functionality should be possible through manual intervention on BDC.
  - xiv** Display driver and conductor ID once in between the stops on Inner sign
  - xv** Inner sign should be able to display text and customized graphics and announce upto pre-recorded messages by driver selecting 1~9 on BDC display panel of the controller.
  - xvi** Display customized graphics plus synchronized voice announcement – location based
  - xvii** Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign

- xviii** Emergency 'stop' request function- by pressing an emergency switch placed anywhere in the bus the inner sign should display 'stop' message and buzzer located near the driver makes the sound alerting the driver to stop the bus.
- i** Two way communication with central control centre(CCC) via SCU
  - It should be possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office
  - It should be possible to transmit adhoc messages (English) from back office to internal sign.
  - Back office should be able to check, via SCU, the version of firmware loaded on the signs.
- j** Sign should be able to store 'diagnostic trouble codes' (DTC)', 'parameters identifiers (PID) as per Annex 3 and data should be retrievable through SCU.
- k** To comply with test standards under Annex 2

#### **17.11.2 Dimensions and technical specifications of destination signs**

- a** Display size
  - vi** Front minimum 200x1800 mm –one
  - vii** Rear and side: minimum 200x900 mm-one each
  - viii** Inner : minimum100x800 mm –one
  - ix** For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
  - x** For mini and midi buses one sign in front of size minimum 200X900 mm and one inner sign minimum100x800 mm
- f** Pitch
  - i** Front- maximum. H 13.4 mm x V14.1 mm (maximum H10.5 mm x V 14.1mm for mini/midi buses)
  - ii** Side and rear maximum. H10.5 mm x V 14.1mm
  - iii** Inner 8 x 8 mm maximum.

- g** LED and display quality front, side and rear signs
  - v** Amber colored LED, dominant wave length 591~595nm (color matched and bin graded).
  - vi** UV resistant, diffused lens 4 mm (minimum) or ‘SMT PLCC2 standard package’
  - vii** Wide viewing angle 120° horizontal & 60° Vertical
  - viii** Ensure enhanced readability with full clarity on scrolls and long life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at  $I_f = 20$  mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 ma
- h** LED and display quality inner sign
  - i** LED amber dot matrix viewing angle 45° all around, intensity minimum 40 mCd, dominant wave length 590 ~595 nm
- i** Structure
  - v** Front ,side and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front
  - vi** Inner sign: light weight structure with poly glass /acrylic/toughened glass.
  - vii** Electronic devices used to be 'automotive grade' rated for temperature -25°C to +85°C (so as to meet tests specified in Annx 2) with conformal coated PCB boards
  - viii** Power to signs shall be supplied through bus multiplex wiring system

### **17.12 Automatic vehicle location (AVL) system**

**17.12.1** SCU will transmit raw GPS data ,of vehicle locations, in NMEA protocol , to back office control centre at user configurable frequency ( 5 seconds or less),via 3G(GSM)/GPRS, for further processing and use ,including that for signs on bus stops ,BRTS and bus terminals.

### **17.13 Security camera network (SCN) system**

### **17.13.1 Usability/Functionality/Capability**

- e** The Network surveillance system shall consist of
  - i** High resolution cameras, two numbers to monitor bus interiors (doors, driver zone, ticketing zone etc.) and one reversing surveillance camera. For midi/mini buses 1 ambient and 1reversing and for articulated buses 3 ambient and 1 reversing camera to be employed.
  - ii** Capability of 48 hour recording of images in ‘CIF’ mode (no sound) for total of four cameras. The recording will be overwritten if not down loaded after the memory is fully utilized.
  - iii** Capability to transfer the recordings to control centre/depot through SCU via high speed WLAN network (with back haul), in compressed format
  - iv** Capability to transfer the recordings using SD-card (if provided-refer 17.4.2 a below), tagged to vehicle ID, which is physically removed and transferred to a card reader attached to the depot server.SD card will be provided in a lockable compartment.
  - v** Capability to transfer recording using USB
  
- f** Recording functionalities
  - ix** Continuous or schedule based recording
  - x** Event based recording triggered by SCU (VHMD).
  - xi** Event based recording triggered by sensors connected to the ‘recorder’(if provided separately)
  - xii** Disconnected camera detection
  - xiii** Auto shut down delay after ignition switch off
  - xiv** Auto reset after power break
  - xv** Built in clock

**xvi** Emergency operation: when activated by a foot operated micro pedal switch, the recording will take place at a preselected resolution and FPS.

- g** SCU should be able to display on BDC one or more cameras at the same time upto maximum 4.
- h** BDC to display only reversing camera picture when reverse gear is engaged.

### **17.13.2 Architecture**

- d** ‘Recording functionality’ could be provided in a ‘separate box (recorder)’ or alternatively could be in-built into SCU in which case hard disc will be used instead of SD card for storage. The choice will be of the equipment supplier
- e** Power supply to ‘recorder’ will be provided through the bus multiplexing system.
- f** Power supply (12V regulated) to camera will be provided from
  - i** ‘Recorder’.
  - ii** Through the bus multiplexing system when ‘recording functionality’ is provided in SCU

### **17.13.3 Specifications**

- c** ‘Camera’ specifications
  - i** Fixed lens 3.6 mm
  - ii** Picture resolution upto 752 H x 582 V (PAL),
  - iii** Resolution = 420 TV lines minimum,
  - iv** Picture sensor =1/3" CCD or better,
  - v** IR distance 10 meters minimum ,
  - viii** Automatic backlight compensation
  - ix** Ingress protection rating IP66 minimum

**d** 'Recorder' specifications

**v** 4 Channel minimum

**vi** Recording resolution PAL

(1) CIF (352X288 ) upto 25 fps maximum each of 4 channel

(2) D1 (704X576) upto 25 fps maximum -one channels only

(3) DI (704X576) upto 12 fps maximum each of 4 channels,

**vii** Stream standards: ISO 1449, video compression standard H.264.

**viii** 48 hour (for total 4 channels) recording of images and voice in CIF mode.

**17.13.4 Alternate system**

IP (internet protocol) digital camera using 'network recording' is also permitted with equal or better specifications.

**17.14 Vehicle health monitoring and diagnostics (VHMD)**

**17.14.1 'SCU' will receive vehicle health diagnostic data from multiplexing nodes and PIS signs**

**c** The data from multiplexing nodes, on a single CAN 2B(JI939) bus will include parameters from

**i** Vehicle electrical system powered through multiplexing nodes

**ii** Vehicle safety and performance features

**iii** Engine and transmission

The list of such parameters is as per Annex 1. All 'CAN' parameters will be receivable in standard format "standardized message name, PGN, SPN and rate.

**d** The data from PIS signs will include parameters specified in Annex 3

**17.14.2** ‘SCU’ should be able to create log files and communicate to control centre at end of the day via WLAN the data related to parameters in Annex 1. The log files will be overwritten if not downloaded.

**17.14.3** SCU should be able to communicate to control centre, in case any of the parameters listed in Annex 1, exceed a predefined value at any time. Such warning will also pop up real time on BDC screen. The number of such prompts will be five (maximum) at any time.

**17.14.4** SCU should be able to display following parameters on BDC for viewing by driver/workshop technician.

- f** Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed.
- g** Transmission output shaft speed, transmission input shaft speed, transmission current gear, transmission oil filter restriction switch, transmission oil life remaining, transmission service indicator, transmission sump oil temperature, transmission oil level high / low, hydraulic retarder oil temperature
- h** ‘Nodes’ output status-parameters to be pre agreed at the time of tender.
- i** Vehicle performance/safety features such as brake condition, door Interlock, Kneeling interlock (wherever specified), gas leakage detection (wherever specified), fire detection and suppression (wherever specified). The responsibility of providing requisite sensors for such parameters rests with the OEM.
- j** Any other engine, transmission diagnostic data –parameters to be pre agreed at the time of tender.

**17.14.5** SCU should be able to communicate to control centre, in real time, a pre selected 5 parameters (out of those mentioned above in 17.5.4).

## **17.15 On board hand held ticketing machine with smart card**

### **17.15.1 Specifications**

- c** As per MOUD letter k/14011/28/2009-metro (PT) dated 9<sup>th</sup> may 2012.
- d** No compatibility required with SCU and OBITS

## **17.16 On board pole mounted smart card ticketing terminals**

### **17.16.1 Specifications**

- a Two numbers, one each at two gates system. Specifications as per as per MOUD letter k/14011/28/2009-metro (PT) dated 9th may 2012.

### **17.16.2 Architecture**

- c SCU should be able to provide route, GPS information in XML format over TCP socket to ticketing machine.
- d Ticketing machine should be able to connect through Ethernet port to enable it send information via the gateway on SCU. All such transmission between ticketing machine and depot/CCC has to be 'secured' at the origin. Purchaser/operator shall make necessary arrangement for identifying ticketing equipment and the protocol to be interfaced.

### **17.17 SCU and BDC architecture**

#### **17.17.1 Usability/Functionality/Capability**

- a Integrate and interface all features of
  - vi Passenger information system (PIS)
  - vii Automatic vehicle location system (AVL)
  - viii Security camera network system (SCN)
  - ix Vehicle health monitoring and diagnostics (VHMD)
  - x On-board pole mounted ticketing machines
- l Provide the driver/user interface/display on BDC as specified elsewhere in this document
- m Display camera images on BDC as specified elsewhere in this document
- n Control PIS functionality as specified elsewhere in the document
- o Provide two-way voice and data link with control centre to communicate data and information as specified elsewhere in this document.  
The link will be based on open public communications network services 3G (GSM) with downward compatibility with 2G



- p** Provide wireless LAN (WiFi) interface for wireless communications between the vehicle and depot network as specified elsewhere in this document .This interface will not be available to passengers.
- q** Provide capability to upload firmware/ software and configuration of parameters on ‘SCU’ via the wireless LAN
- r** Provide audio interface to the driver’s microphone and earpiece or speaker using wired link to SCU (Telephone dial up is not envisaged)
- s** BDC ,on a selectable ‘menu’ will have ‘panic’ options’ for communicating pre configured messages to control centre
- t** Capability to store 'diagnostic trouble coded' (DTC)' ,'parameters identifiers (PID) as per Annex 3
- u** To comply with test standards under Annex 2

#### **17.17.2 Technical specifications: SCU**

- a** Processor : 32/ 64 bit
- l** Operating system: embedded Windows/Linux with programming software( Windows 7 or latest at the time of calling the tenders)
- m** Memory : flash: 2 GB minimum, RAM 512 MB minimum (RAM memory includes SCU and BDC)
- n** Interface : CAN 2.0, RS 485,RS 232, fast Ethernet, USB, digital outputs, digital/Analog inputs, WLAN, audio input output,, amplified audio output
- o** Interface protocols :as specified elsewhere in this document
- p** In built GPS and 3G(GSM) modules
- q** WLAN
- r** Combi antenna using RG174 cable. The connectors on Combi antenna will be preferably SMA(M) ST plug type for GPS and FME(F) jack type 1/4"-36UNS-2B for 3G
- s** In built /external two channel amplifier minimum 10 Watts rms each suitable for 4 ~8 Ohm impedance with input for external microphone

- t In-built MP3 files storage/playback function.
- u Power to SCU & BDC will be supplied through bus multiplexing wiring system

### **17.17.3 Technical Specifications: BDC**

- a Display
  - v Size 5.7" diagonal minimum
  - vi Full color graphic TFT-640 x 480 dots minimum, capable of showing minimum 20 lines in English.
  - vii Viewing angle (horizontal) 60°/75° (right/left)/ (vertical) 60°/75° (up and down)
  - viii Adjustable back lighting
- b Key board :4 keys minimum

### **17.17.4 Technical specifications: GPS modules**

- h Rating:22 tracking/66 acquisition minimum
- i Tracking sensitivity :-165 dBm typ
- j Navigation sensitivity ; -148 dBm typ
- k Update rate 1 Hz (configurable to 10 Hz)
- l Time to first fix cold acquisition 35 seconds typ
- m Hot acquisition 1 second typ.
- n Navigation accuracy 3M horizontal

### **17.17.5 Technical specifications: 3G(GSM) modules**

- a GSM/GPRS SMT quad band and UMTS (3G) b
- Temperature range -40°C to +85°C

#### **17.17.6 Technical specifications: ‘Combi’ Antenna**

- g** AMPS 850MHz, GSM900MHz, ISM868MHz, DCS1800MHz, PCS1900MHz, 3G UMTS 2.1GHz, Wifi /Blue Tooth (2.4 GHz),GPS (1575.42MHz). Separate WLAN antenna may be provided if necessary.
- h** GPRS
  - i** Impedance 50 Ohm
  - ii** Radiation pattern Omni-directional
  - iii** Polarization linear (vertical)
- i** GPS
  - iv** Impedance 50 Ohms
  - v** VSWR <1.5:1
  - vi** Polarization RHCP
- j** Waterproof IP-66
- k** Temperature range -40°C to +85°C
- l** RG174 cable

#### **17.17.7 Fitment on bus**

- f** All ‘OBITS’ equipment including wiring harness, antennas to be original factory fitment.
- g** Front, side, rear signs should be mounted with a gap with the glass so that the glass on signs and of the bus can be cleaned by swiping
- h** All equipment should be fitted in a way to minimize unintentional damage, shielded from direct engine heat, protected from water splash and dust.
- i** All cables need to be properly anchored

**j** Others:

**i** Front sign: central

**ii** Rear sign: central

**iii** Side sign: first window ahead of rear door (central line of sign should coincide with central line of window)

**iv** Inner sign: centralize along the width of bus behind the driver's partition

**v** Speakers with protective grill : one each near the doors and others equally distributed across the length of the bus- Total no. 4

**vi** SCU, recorder, amplifier : secured and ventilated compartment right above the driver

**vii** BDC: ergonomically placed for driver ease

**viii** Camera: as specified else where

**ix** Ticketing machines - pole Mounted: as specified elsewhere

**x** Combi antenna: suitable place to define inside the bus (preferably) with direct line of view for 'affixing' the unit.

**17.17.8 Communication amongst sub systems**

**f** 'Signs' to 'SCU'

RS 485

**g** 'Multiplexing nodes' to 'SCU'

CAN 2B (J1939)

**h** 'Camera' to 'Recorder'

AVI or Ethernet (for 'IP' camera option )

**i** 'SCU to 'BDC'

Ethernet/DVI/VGA/HDMI/RS232/RS485 as required.

**j** Add -on 'Ethernet switch' and CAN ports are permitted

**17.17.9 Communication between SCU and depot/central control centre (CCC)**

**a** AVL to CCC:

Raw GPS data in NMEA 0183 protocol (GPVTG, GPGGA, GPRMC, GPGSV and GPGSA) and route number via open public communications network services 3G and download compatibility

**h VHMD real time warning to CCC**

Open public communications network services 3G and download compatibility

**i VHMD end of the day to depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

**j SCN 48 hour recording to depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot plus SD card physical transfer/USB physical transfer

**k Firmware download from Depot**

IEEE 802.11 Wireless LAN (WiFi) via 'Back haul' at depot

**l PIS Two way communication to depot need based, API to be pre-agreed**

**m Any protocol provided by ITS supplier will be under a 'NDA' amongst the parties**

**17.17.10 Additional requirements of Purchaser/Operator**

- a** If required, Purchaser/Operator can specify as a part of their tender requirements, unambiguously, any additional requirement in relation to 'interface' with their ITS Infrastructure.

**17.17.11 TA' and 'COP' approvals**

- c** The notified agencies, as under rule number 126 of CMVR, will be responsible for approvals and certification of 'OBITS' system as defined above.
- d** Above approvals ,when accorded to sub system suppliers such as PIS ,SCU and BDC, etc will be valid across the board for various purchaser/operator, OEMs and tenders

**17.17.12 Warranties**

- a** The standard warranty will be identical to the warranty of bus (up to 3 years maximum) however purchaser/operator may ask OEMs for extended warranty /annual maintenance contract after expiry of standard warranty periods.

### 17.17.13 ITS Infrastructure at Purchaser/Operator

- d Purchasers/Operator(s) are obligated to install the necessary ITS infrastructure and human resource to 'take over' the OBITS system from OEMs and have their own cell for day to day operations and needs. Typical examples being: PIS route programming including voice recordings ,maintaining up-to-date LAT LONG database, 'Back Haul' operations.
- e OEMs are obligated to provide training to such purchaser/operator(s) staff before delivery of buses.
- f **Driver Score Card/Driver rating:** Purchasers/Operator(s) are obligated to make use of the information from OBITS to incorporate a practice of 'Driver Score Card'. A few suggested parameters are
  - I. Door Open while driving
  - II. Harsh Acceleration
  - III. Excessive Idling
  - IV. Harsh Braking
  - V. Over revving
  - VI. Over speeding
  - VII. Excessive Trip Mileage (Fuel Mileage)
  - VIII. Non Adherence to 'Trip Schedule' e.g. 'Late Start', 'Off Route' and 'Duty Cycle'
  - IX. Driving with Faults: Warning Pop ups reported and initiative to get corrected
  - X. Panic Button usage
  - XI. Cameras switched off
  - XII. Internal Sign Switched off

Data from the above will be based on

- VHMD Log files and SCN data downloaded at end of the day including Driver ID
- Live AVL location transmitted from Bus.

## **Annexure 1: VHMD parameter list**

**All data will be provided by bus multiplexing node**

### **7. Vehicle electrical system**

All external and internal fixtures like passenger/driver compartment illumination and ITS equipment.

### **8. Vehicle safety and performance features**

- Fuel /Oil level/ Pressure
- Braking pedal position
- Accelerator pedal position and kick down
- Brake pad condition and brake pedal temperature (in case of electronically controlled disc brakes)
- Door interlock
- Kneeling interlock (wherever provided)
- Gas leakage detection (wherever provided)
- Fire detection/suppression (wherever provided)

### **9. Engine**

- Engine CAN status
- Engine oil pressure,
- Engine coolant temperature,
- Engine speed in RPM,
- Vehicle speed (torque),
- Diagnostic message (engine specific)

## **10. Transmission**

- Transmission CAN status
- Transmission output shaft speed
- Transmission input shaft speed
- Transmission current gear
- Transmission oil filter restriction switch
- Transmission oil life remaining
- Transmission service indicator
- Transmission sump oil temperature
- Transmission oil level high / low
- Hydraulic retarder oil temperature
- Accelerator pedal
- Diagnostic message (transmission specific)

## **11. Diesel bus electronics data (list is indicative, to be finalized by respective purchasers/operators)**

- Drivers demand of engine torque percentage
- Actual engine torque percentage
- Engine and retarder torque
- Engine speed



- Source address controlling device
- Engine starter mode
- Engine demand torque percentage
- Accelerator pedal 2 low Idle switch
- Road speed limit status
- Accelerator pedal kick down switch
- Accelerator pedal low Idle Switch
- Accelerator pedal position
- Percent load at current speed
- Remote accelerator pedal position
- Accelerator pedal position 2
- Vehicle acceleration rate limit status
- Engine temperature
- Engine coolant temperature
- Fuel temperature
- Engine oil temperature
- Turbo oil temperature
- Engine intercooler temperature
- Engine intercooler thermostat opening
- Engine fluid level pressure
- Fuel delivery pressure

- Extended crankcase blow by pressure
- Engine oil level
- Engine oil pressure
- Crankcase pressure
- Coolant pressure
- Coolant level

**12. CNG bus electronics data (list is indicative, to be finalized by respective purchaser/operators)**

- Engine control unit
- Engine speed sensor
- Atmospheric pressure sensor
- Brake switch signal
- EEPROM error
- Vehicle speed sensor
- Main relay main relay
- Ignition switch
- Fuel temperature sensor
- Turbocharger boost pressure sensor
- Boost pressure control
- Accelerator pedal position sensor 1
- Accelerator pedal position sensor 2

- Analog/digital converter
- Coolant temperature sensor
- Fault lamp, engine control
- Electric shutoff (ELAB)
- Needle sensor
- Secondary engine speed signal
- engine speed sensor
- Start-of-injection control
- Injection timing solenoid valve
- Voltage supply control units
- Reference voltage
- air temperature sensor
- Control-collar travel sensor
- Control-collar travel sensor
- Test after running test
- Control-collar travel sensor
- Engine control unit
- Misfire recognition

## Annexure 2: Test Standard Compliance Document

These tests standard compliances are common to PIS signs/multiplexing nodes/controller/driver console

Sr. No	Test standards compliance	Specifications
1	<b>Performance parametric test</b>	Nine points, tri temperature/tri voltage- 18V, 27V, 32V,-25°C, room temperature, +85°C test. At each test point the system will be powered on and shut down 5 times as per the supplier's designated procedure and thereafter evaluated for malfunction if any
2	<b>Cold</b>	IS 9000 (Part II/Sec 4)-1977 (reaffirmed 2004) at -25°C for 2 hours in 'on' condition
3	<b>Dry heat</b>	IS 9000 (Part III/Sec 5)-1977: PIS Signs, SCU and Nodes at + 80°C for 16 hours in 'on' condition. BDC at + 80°C for 2 hours
4	<b>Damp heat</b>	IS 9000 (Part V/Sec 2)1981 at +25°C /+55°C, Humidity 95%, 24 hours for 6 cycles in off condition. Functional test with power in 'on' condition at start of 2nd, 4th and 6th cycle
5	<b>Vibration standard AIS 012/AIS:062 -10g</b>	<ul style="list-style-type: none"> <li>• Frequency 5~50Hz and return to 5Hz at a linear sweep period of 1 minute/complete sweep cycle and 10g at maximum frequency</li> <li>• Excursion -1.6 mm peak to peak over the specified frequency range</li> <li>• Test duration 60 minutes</li> </ul> Direction of vibration –X, Y, Z axis of device as it is mounted on the vehicle.
6	<b>Dust and water ingress protection</b>	IS /IEC 60947-1:2004 in conjunction with IS/IEC 60529:2001– 'PIS signs' IP66, 'SCU' IP 65, 'BDC' IP65, 'nodes' IP54
7	<b>Free fall</b>	IS 9000 (Part VII/Sec 4) Free fall at 500 mm ,(applicable to 'nodes' and 'controllers')

Sr. No	Test standards compliance	Specifications
		only)
8	<b>Fire resistant</b>	<ul style="list-style-type: none"> <li>Regulation directive 95-28/EG dated 24-10-1995 horizontal Burning rate tested as per ISO 3795 ,</li> <li>Horizontal burning test HB as per UL 94 -1998 clause 7 ( for wire harness)</li> </ul>
9	<b>Reverse polarity protection without fuse</b>	The component must fulfil the function- and service life requirements after being subjected to reversed polarity up to 27 V for 2 minutes.
10	<b>Over voltage protection</b>	To ensure service life requirements and functionality. The component shall run for 60 minutes at 38V, without effecting the service life or function.
11	<b>Insulation resistance</b>	The Insulation resistance measured as per ISO 16750-2 with a voltage of 500 V dc shall not be less than 1Mega ohm.
12	<b>Cranking voltage</b>	The components shall have an electrical energy reserve that can handle voltage drop during cranking. Component shall not reset during cranking-‘FSC B’. The supply voltage during crank is 18.0 V for 40 ms. The test to be carried out as per ISO 7637
13	<b>Load dump test on controller</b>	123V ,8 Ohms 200ms pulse 5a as per standard ISO 7637-2
14	<b>Salt spray test</b>	(AIS: 012/ IS10250) 96 hours
15	<b>EMC/EMI</b>	1.Electromagnetic radiation, radiated immunity and compatibility as per AIS 004 (Part 3) or 2.72/245/EEC last amended by 2009/19/EC (includes 2004/104/EC, 2005/83/EC, 2006/96/EC) and UN ECE Regulation Number 10 Rev 3:2008

Sr. No	Test standards compliance	Specifications
		Note: In case of product is 'e' marked and a detailed test report is submitted (which includes above tests) no fresh verification is necessary
16	Operating parameters	<ul style="list-style-type: none"> <li>• Supply voltage 24 V± 25%</li> </ul>
17	LED color test – dominant wave length amber	AIS -012
18	LED chromaticity coordinates	Limit towards green: $y \leq x-0.120$
		Limit towards red: $y \geq 0.390$
		Limit towards white: $y \geq 0.790-0.670x$
19	LED bulb/SMT intensity and viewing angle	In accordance with CIE 127 condition B
		In accordance with CIE 127 condition B

### Annexure 3: Diagnostic trouble codes (DTC) and Parameter Identifiers (PID) list

#### Appendix 1 – DTC code list of PIS signs

DTC code				Description
1	2	0	0	Over voltage
1	2	0	1	Low voltage
1	2	0	3	Over heat

#### Appendix 1.1 – PID code list of PIS signs

Example of PIDs code numbers for a LED sign. PIN code is Ascii characters.

PID code	Description
100	Hardware revision
101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision
105	CPU part number

<b>PID code</b>	<b>Description</b>
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
109	Flash update status
110	Test date and time
114	Article number sign level
115	Production date (production date)
116	End customer
117	Order number
118	Bus/vehicle type
119	Bus builder number (bus build)
208	Language
401	Board temp sensor
402	Internal CPU temp
600	Minimum temp CPU



<b>PID code</b>	<b>Description</b>
601	Maximum temp CPU
602	Maximum temp board
603	Minimum temp board
604	Maximum input power voltage
605	Minimum input power voltage
606	Operating hours
607	Number of resets

**Appendix 1.2 – DTC code list of controller**

<b>DTC code</b>				<b>Comments</b>
0	0	1	2	Watch dog reset
0	0	1	3	Low voltage reset
0	0	2	0	Lost communication, GPS satellite (GPS receiver is not available to the system.)
0	0	2	1	Invalid data, GPS signal invalid
0	0	2	2	GPS antenna error

0	0	2	5	USB, invalid USB mass storage device
0	0	2	6	USB, unknown USB device connected
0	0	2	7	USB, USB invalid file system
0	0	0	7	USB, overcurrent
0	2	0	0	Over voltage
0	2	0	1	Low voltage
0	2	0	3	Over heat

### Appendix 1.3 – PID code list controller

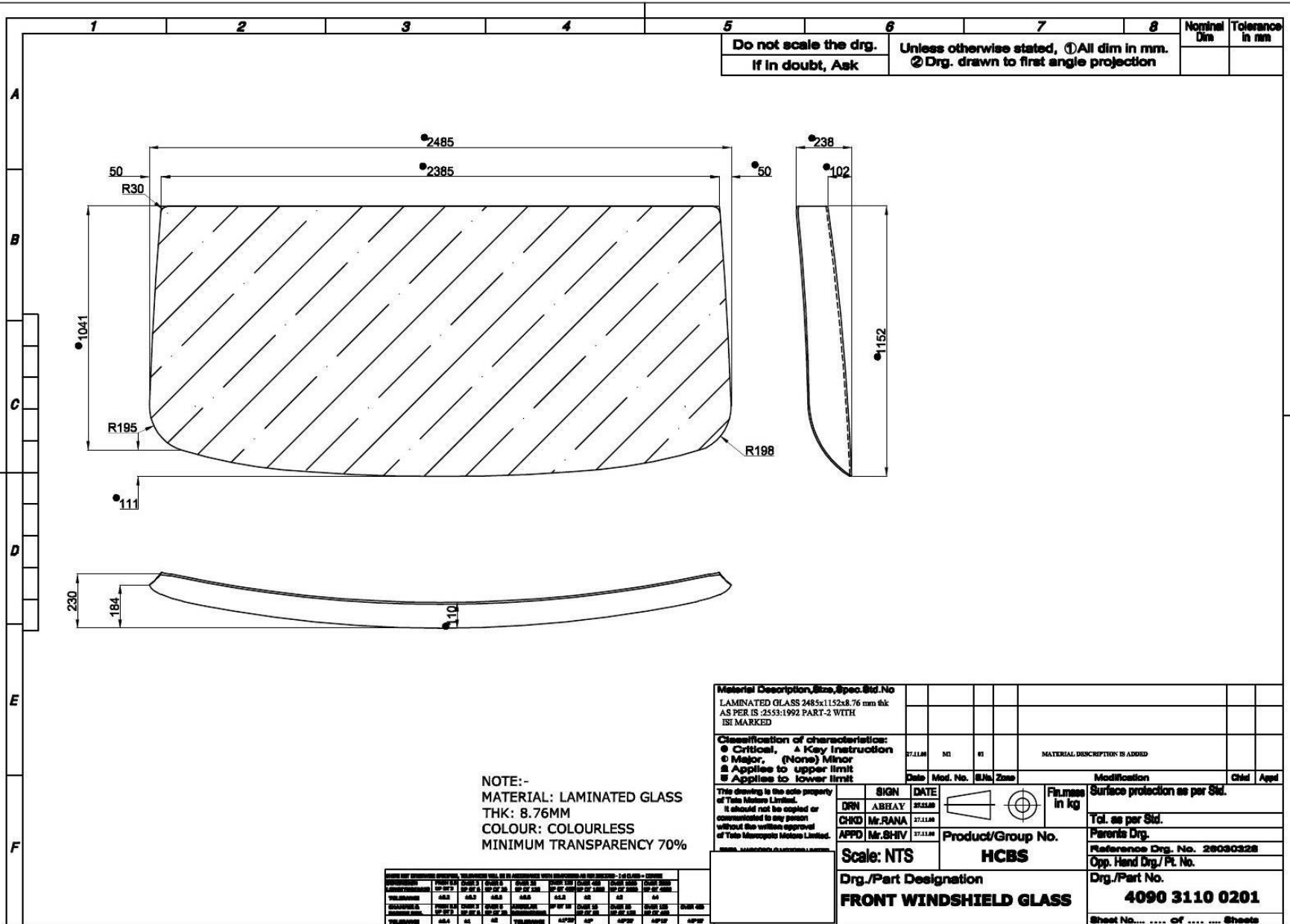
Example of PIDs code numbers for control unit. PIN code is Ascii characters.

PID code	Description
100	Hardware revision
.i101	Serial number
102	Boot loader SW revision
103	Application SW revision
104	Font library revision

105	CPU part number
106	CPU qualification
107	CPU temperature range
108	Compilation of FW date and time
110	Test date and time

## **Annexure – 01: Windshield Designs**

---



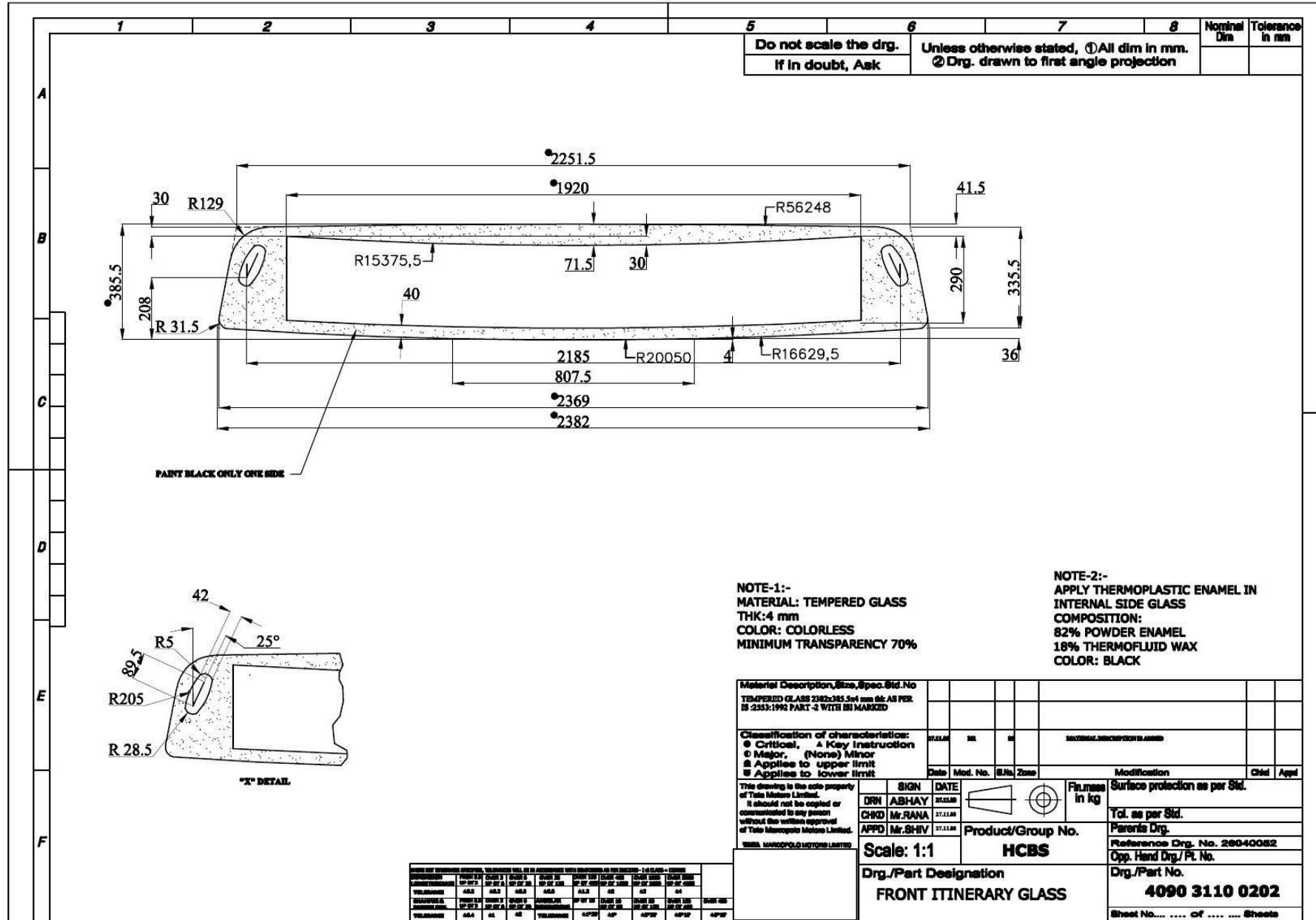
Do not scale the drg. Unless otherwise stated, ① All dim in mm. ② Drg. drawn to first angle projection  
 If in doubt, Ask

Nominal Dim	Tolerance in mm

NOTE:-  
 MATERIAL: LAMINATED GLASS  
 THK: 8.76MM  
 COLOUR: COLOURLESS  
 MINIMUM TRANSPARENCY 70%

<b>Material Description, Size, Spec. Std. No.</b> LAMINATED GLASS 2485x1152x8.76 mm thk AS PER IS :2553:1992 PART-2 WITH ISI MARKED									
<b>Classification of characteristics:</b> ● Critical, ▲ Key Instruction ○ Major, (None) Minor ■ Applies to upper limit ⊖ Applies to lower limit		27.11.08	SEI	01	MATERIAL DESCRIPTION IS ADDED				
This drawing is the sole property of Tata Motors Limited. It should not be copied or communicated to any person without the written approval of Tata Motors India Limited.		Date	Mod. No.	Edn. / Zone	Modification		Chkd	Appr	
DRN	ABHAY	20.02.08					Surface protection as per Std.		
CHKD	Mr. RANA	27.11.08					Tol. as per Std.		
APPD	Mr. BHIV	27.11.08					Parents Drg.		
Scale: NTS		Product/Group No.				Reference Drg. No. 28090328			
Drg./Part Designation		HCBS				Opp. Hand Drg./ Pt. No.			
FRONT WINDSHIELD GLASS						Drg./Part No.			
						4090 3110 0201			
						Sheet No. .... of .... Sheets			

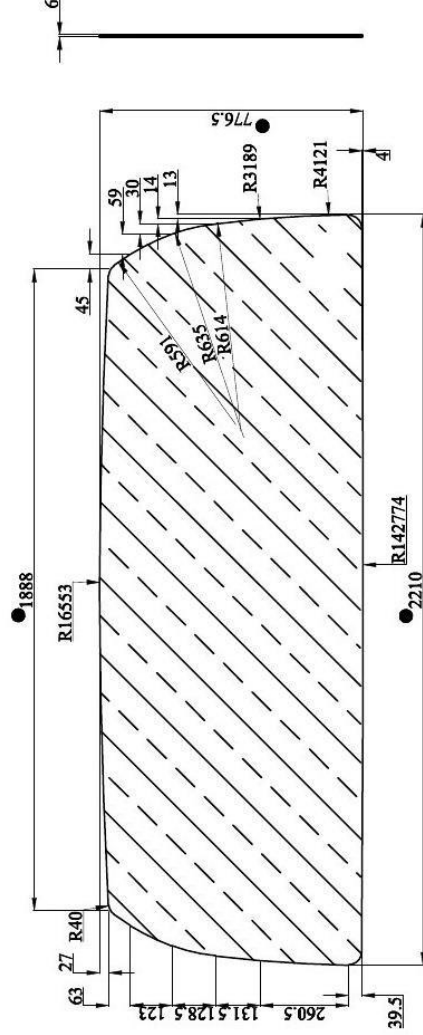
REVISION	DATE	BY	CHKD	APPD	REASON



Do not scale the drg.  
If in doubt, Ask

Unless otherwise stated, CALL dim in mm.  
② Drg. drawn to first angle projection

Nominal Dim	Tolerance in mm



DIMENSION		TOLERANCE	
FROM 0.3	OVER 3	±0.2	±0.3
FROM 0.3	OVER 6	±0.3	±0.5
FROM 0.3	OVER 9	±0.3	±0.8
FROM 0.3	OVER 120	±1.2	±1.2
FROM 0.3	OVER 400	±2	±2
FROM 0.3	OVER 1000	±4	±4
FROM 0.3	OVER 2000	±4	±4
FROM 0.3	OVER 3	±0.4	±0.4
FROM 0.3	OVER 6	±1	±1
FROM 0.3	OVER 9	±2	±2
FROM 0.3	OVER 120	±2	±2
FROM 0.3	OVER 400	±30	±30
FROM 0.3	OVER 1000	±10	±10
FROM 0.3	OVER 2000	±10	±10

MATERIAL: TEMPERED GLASS  
THK:6 MM  
COLOUR: COLOURLESS  
MINIMUM TRANSPARENCY 70%

**Material Description, Size, Spec. Std. No**

TEMPERED GLASS 2210 x 776.5 x 6mm THK AS  
PER IS : 2553:1992 PART-2 WITH ISI MARKED.

**Classification of characteristics:**  
 ● Critical, ▲ Key Instruction  
 ○ Major, (None) Minor  
 ● Applies to upper limit  
 ● Applies to lower limit

This drawing is the sole property of Tata Maropolo Motors Limited. It should not be copied or communicated to any person without the written approval of Tata Maropolo Motors Limited.

SIGN	DATE
DRN ABHAY	27.11.08
CHKD MR.RANA	27.11.08
APPD MR.SHIV	27.11.08

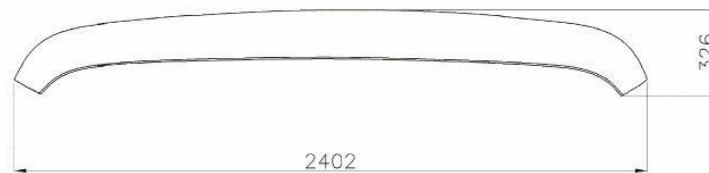
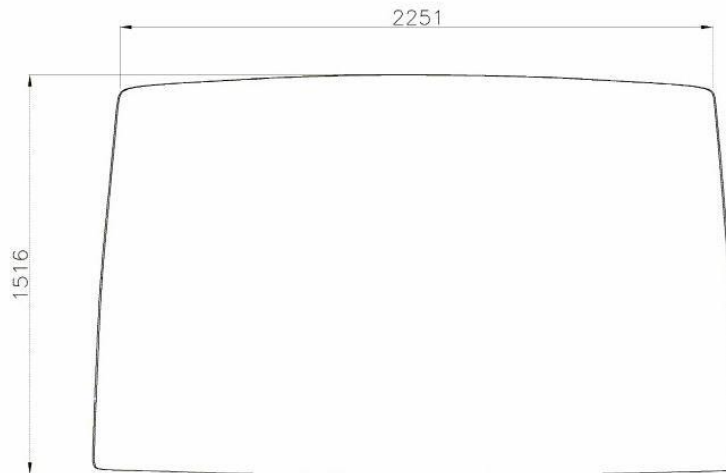
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Drg./Part Designation

REAR WINDSHIELD GLASS

Date	27.11.08	Mod. No.	NR	Sl/No	01	Zone	
NEW RELEASE							
Modification				Surface protection as per Std.			
Fin.mass in kg				Tol. as per Std.			
Product/Group No.				Replaces Drg.			
HCBS CNG DTC				Reference Drg. No. NA			
				Opp. Hand Drg./Pt. No.			
				Drg./Part No.			
				4090 3110 0204			
				Sheet No..... of .... Sheets			

Engineering Release Notice (ENR)	Location	Change Description	Submitted Date (YYYY)	Release	Document Release Status
					RELEASED
					Date: _____ Next Fixation year: _____



BASIC DIMENSION: T=8.5

TOLERANCES UNLESS OTHERWISE STATED SS-ISO 2768-1-C

MAIN INFORMATION OF THE PART:  
SEE PART VERSION REPORT

SYMBOLS, DESIGNATIONS AND GENERAL DRAWING METHODS:  
STD 101-0005

 METHOD E, FIRST ANGLE PROJECTION METHOD

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Document title  
WINDSHIELD  
FWS LAMINATED, CLEAR  
8400, INDIA

Document type

Other data in document prefix

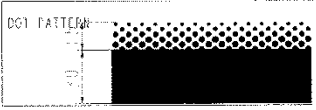
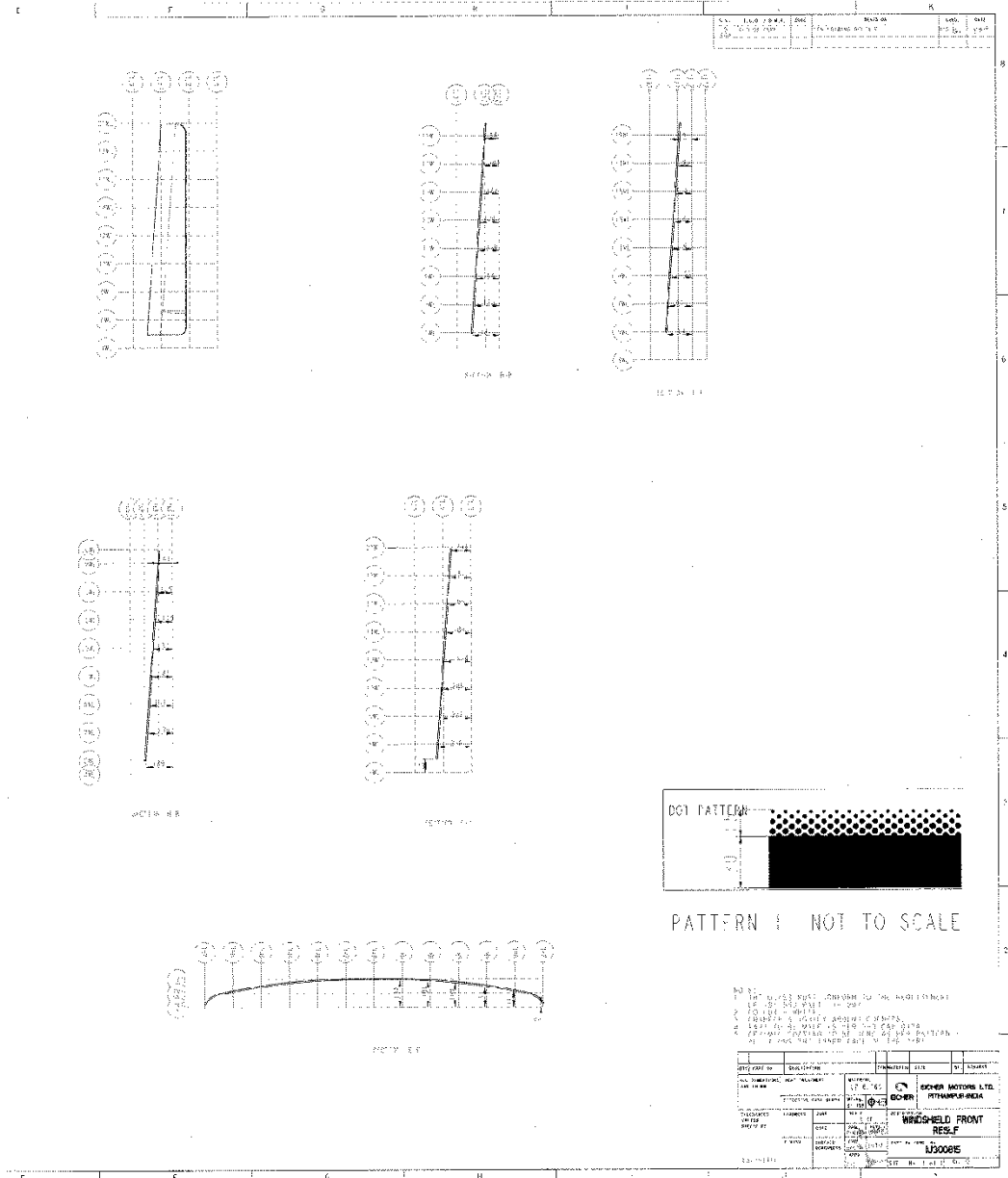
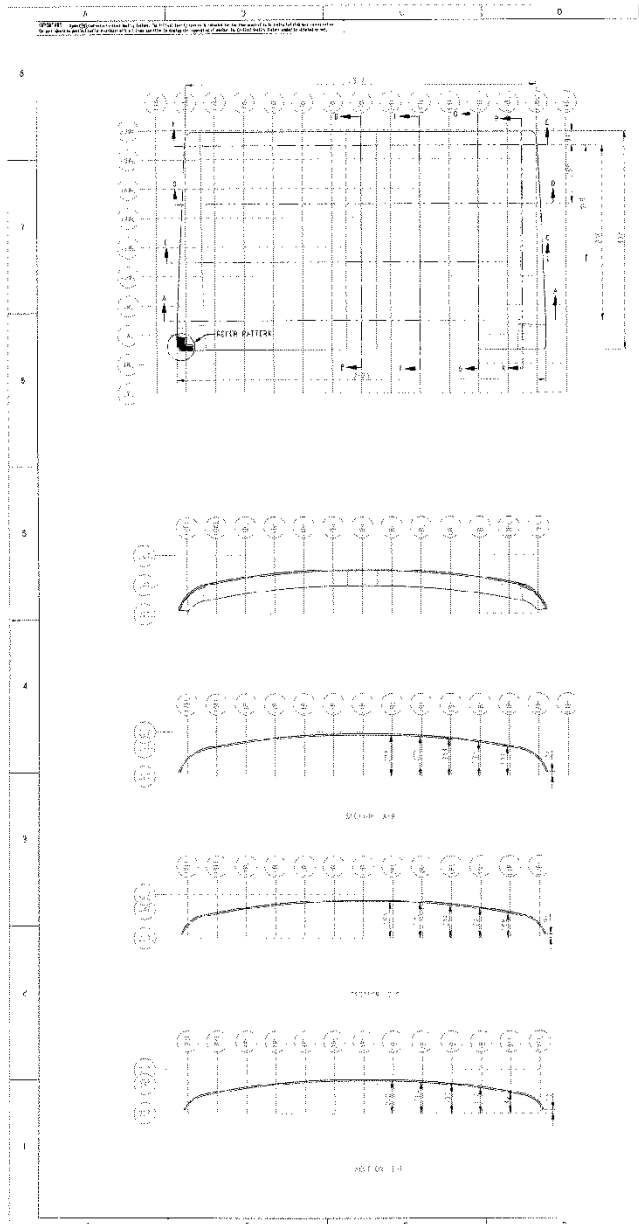
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Issue index  
01

Sheet No.



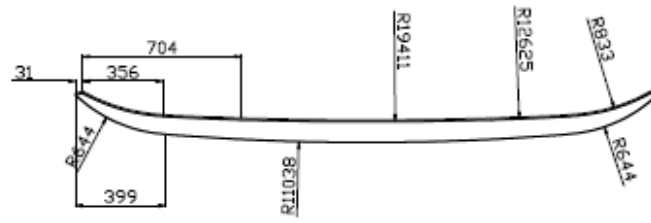
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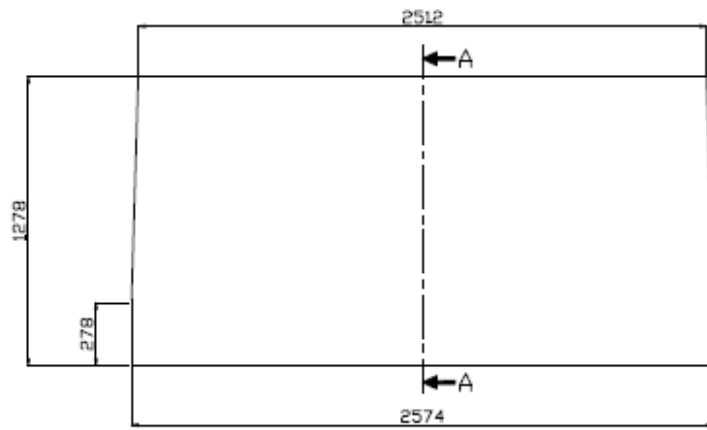
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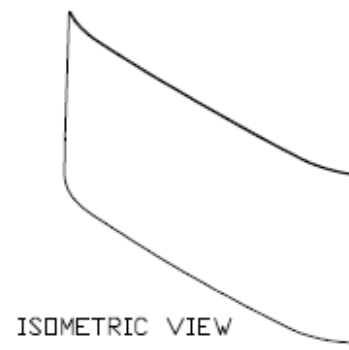
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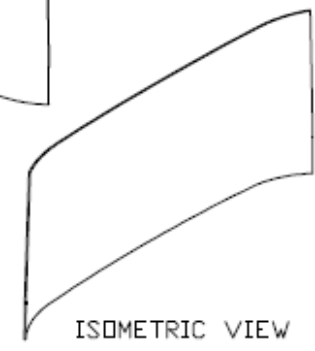
TOP VIEW



FRONT VIEW



ISOMETRIC VIEW



ISOMETRIC VIEW



SIDE VIEW

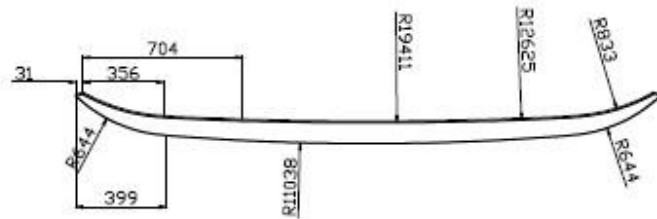


SECTION A-A

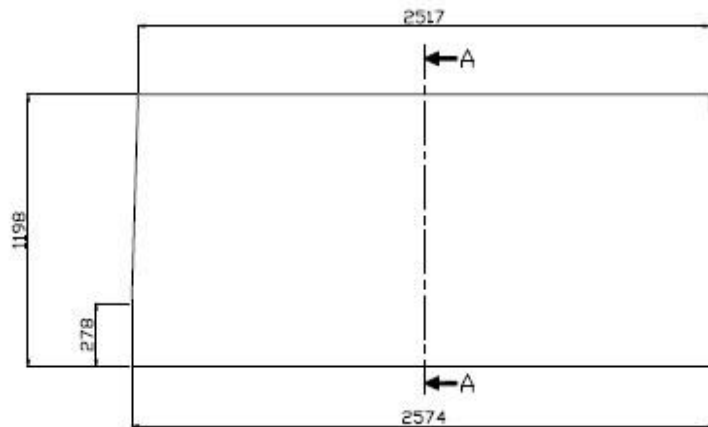
NOTE:- ALL DIMENSION ARE IN MM

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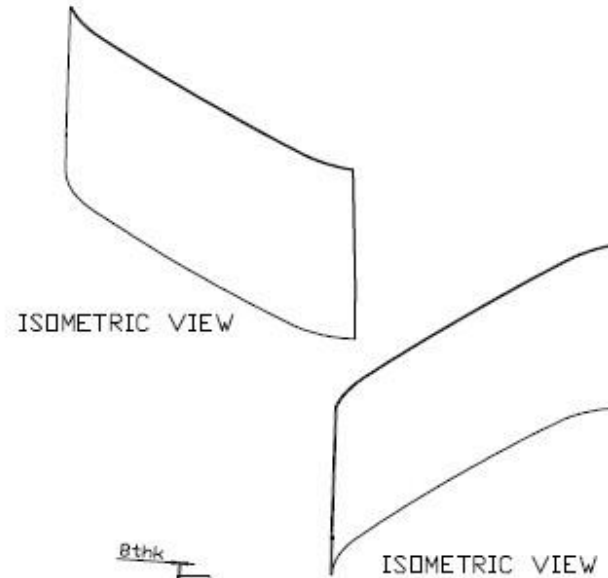
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DRAWN	CHANDU	30/01
CHECKED	PATL	30/01
STANDARD		
APPROVED		
DR. NO:		
PART NO:		
SHEET 1 OF 1		



TOP VIEW



FRONT VIEW



ISOMETRIC VIEW

ISOMETRIC VIEW



SIDE VIEW



SECTION A-A

NOTE:- ALL DIMENSION ARE IN MM

REMARKS-		2013		NAME	DATE
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		CHECKED	PATIL	30/01	
		STANDARD			
DR.NO:		APPROVED			
SCALE		PART NO:			
TITLE-		SHEET 1 OF 1			
GLASS FRONT WINDSHIELD SKYPAK					

## **Annexure – 02 Figures**

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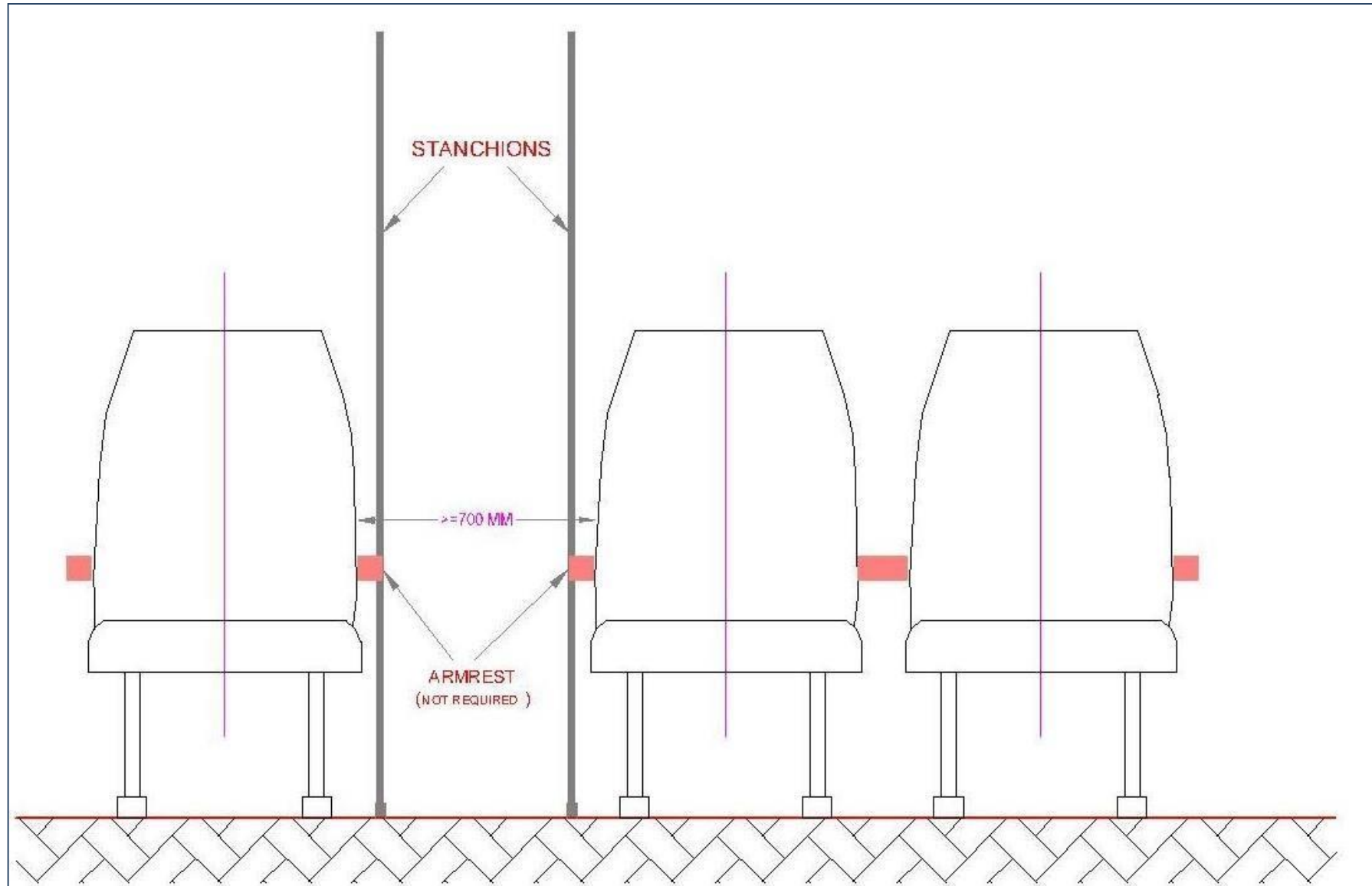


Figure - 01

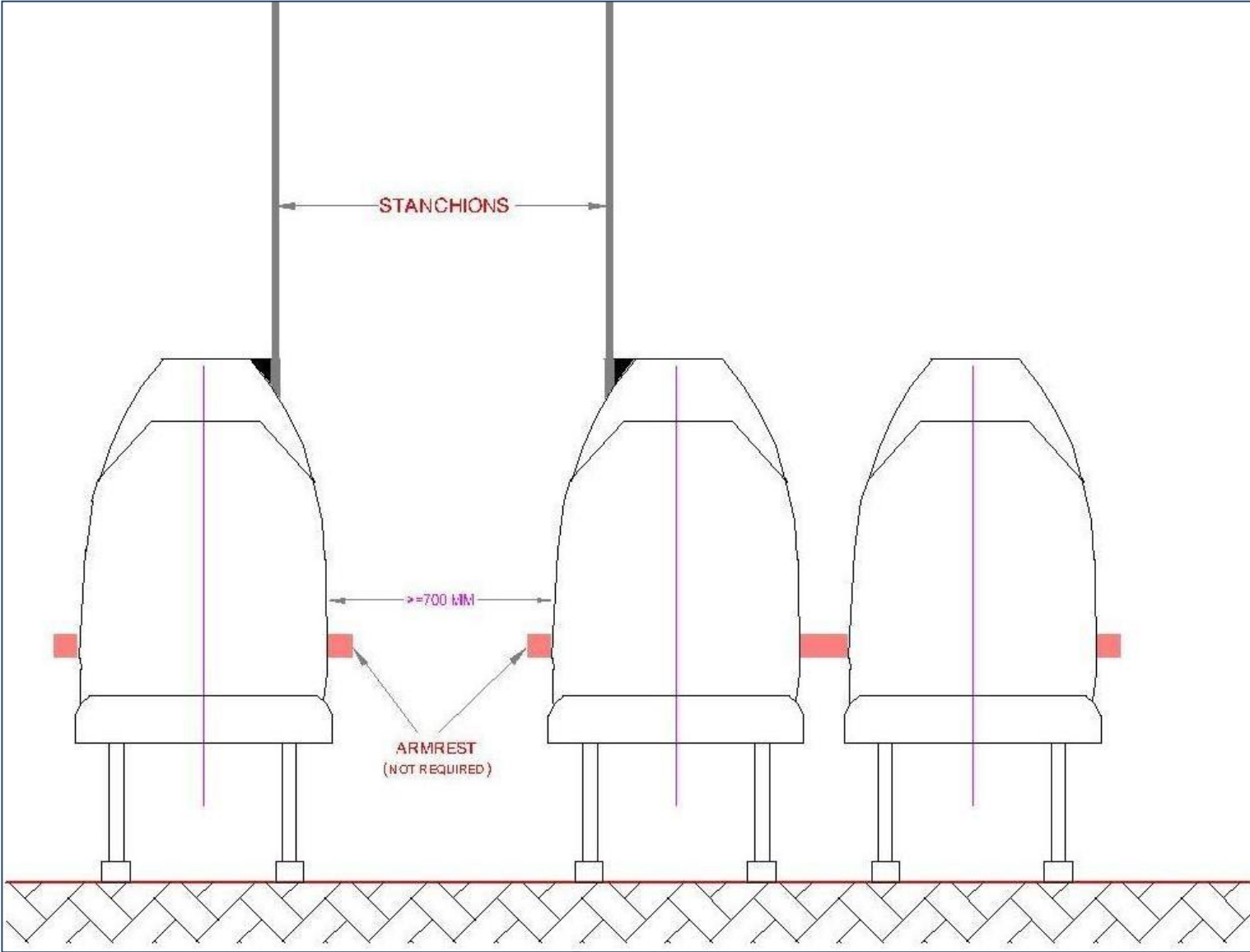
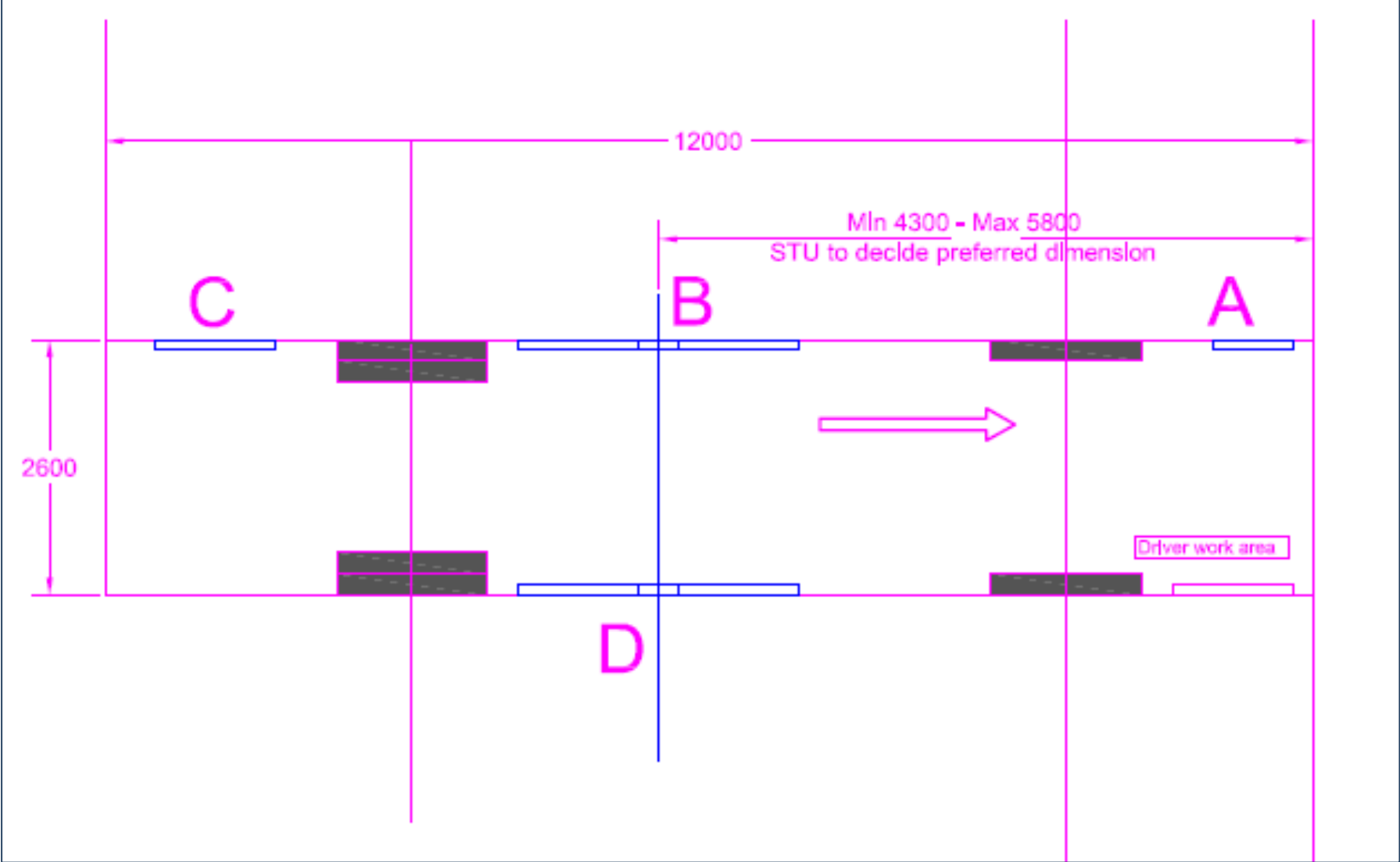


Figure - 02



12 m BRT Standard Bus





## **Annexure -03-Design Type Approval**

---

Material Strength Requirements		
S. No.	Description	Specifications
15	Bus body	
15.1	Design type approval	
a	Design type approval- all bus body structures & structural aggregates be designed to fulfil the loading, operating & performance parameters using finite element analysis or any other analytic technique for:	Required
	Strength Stiffness Structural Stability Vibration Safety	
15.2	Structural performance	
a	Bus structure to meet requirements of:	
i	Body structure strength test- each type of vehicle be subjected to roll over test on complete vehicle/specified representative section thereof or to an alternate method approved by the test agency	As per AIS 052
ii	Stability	As per AIS 052
iii	Deflection	√
iv	Vibrations	√
v	Roll over protection	√
vi	Joint strength- body panel joints meet requirements of holding the joined panel when subjected to force of 60% of tensile strength of weakest joined body panel.	As per AIS 052

Material Strength Requirements		
S. No.	Description	Specifications
b	Various loads:	
i	Normal loads (static) = Number of Passenger*weight of Passenger (68 Kgs.) + Passenger luggage weight (7 Kgs). (Besides the vehicle related loads).	√
ii	Bump loads: # Bump height = As per relevant BIS/Indian Road Congress guidelines. # Case I: single wheel on bump/pot hole. # Case II: diagonally opposite wheels on Bump/Pot hole. # Case III: both wheels (front & rear) on bump/pot hole.	√
iii	Braking loads: 0.6g (applied together). Horizontal = 0.6g load, Vertical = 1g load	√
c	Bus body structure evaluation by a & or b	As under
i	Physical testing or	As per AIS 052
ii	Finite element method	As per AIS 052
d	Required performance values/data (minimum) for above load conditions:	As under
i	Strength (factor of safety) (tolerance -10%)	$\geq 3$ i.e. design stress $\geq 1/3^{\text{rd}}$ of yield stress
ii	Stiffness (deflection) mm	5mm
iii	Vibrations (lowest natural frequency) hertz	5Hz
iv	Roll over tests with the bus rolling from ground level instead of a raised platform. Angular velocity should not exceed 5 degrees/second. All other procedure as per AIS031	(i) Unstable position should not occur before 35°. (ii) No part of structure intrudes into residual space.
	1. Bus tilted to its unstable position	
	2. Bus allowed falling freely under gravity from this	

Material Strength Requirements		
S. No.	Description	Specifications
	position.	
	3. GVW of the bus to be considered	
v	4. Energy absorbed by the structure { $E_R$ =Reference energy-- potential energy of the bus in its (unstable) equilibrium position). $E_R = M \cdot g \cdot h$ Where M= Effective weight of the bus, g = Acceleration due to gravity, h= Height of C.G. above ground level in (unstable) equilibrium position. }	0.75 $E_R$
vi	Buckling factor	$\geq 4$

**Section 3: Technical Specifications of Midi Bus (Non AC)**

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
	Bus Floor heights in mm	Maximum floor height 900 mm
	Definition of low floor area	Not applicable
1	Propulsion system	ICE
2	Fuel-options	Diesel BS-IV
3	Engine	Fuel compatible engine
3.1	Engine HP sufficient to provide :	
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be minimum 75 kmph
b	An acceleration (meter/sec <sup>2</sup> )	≥ 0.8 <b>(minimum engine of 120 HP)</b>
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5
d	Maximum speed	Geared maximum speed without speed limiter to be minimum 75 kmph
e	Grade ability from stop at GVW	17%
f	Rated HP / torque preferably at lower rpm/rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM
g	Power requirements for Air conditioning system, ITS etc.	Required
3.2	Emission norms	BS IV
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, engine % load (torque), diagnostic message ( engine specific)

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
3.4	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50°C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.
3.5	Engine location	Optional
3.6	Transmission	
a	Automatic with torque convertor. Neutral during stops	Manual Transmission
b	Automated manual	
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear	
d	Mounting	Column or floor Optional
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary
5	Clutch (where applicable)	Dry, single plate, power assisted operation
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights
6	Steering system	Hydraulic power steering
7	Suspension system	air suspension
7.1	Front	
7.2	Rear	
7.3	Kneeling (mm) applicable in case of air suspension	not applicable
7.4	Anti roll bars /stabilizers	Both front and rear

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
7.5	Shock absorbers	Hydraulic double acting 2 at front & 4 at rear
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disk brake in front)
8.1	Anti skid anti brake locking system (ABS)	As per CMVR
8.2	Electronic controls (optional)	√
9	Electrical system	24 volt DC
9.1	Batteries:	Low maintenance type lead acid batteries for 24 V system- performance as per BIS:14257-1995( latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Self Starter	24V
9.3	Alternator	24V
9.4	Electrical wiring & controls -type	As specified separately under ITS specifications
10	Speed limiting device (optional):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit
11	Tyres	Steel radial tube-less. Size and performance as per CMVR
12	Fuel tank	Capacity of diesel fuel tank adequate to enable bus operation of up to 250 km between consecutive fillings
	Fuel tank location etc	Optional
13	Bus characteristics	
13.1	Bus dimensions in mm	
a	Overall length (over body excluding bumper)	8200-9400 (as per revised UBS II norms, refer to MoUD, GoI letter no

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
		K-14011/39/2007-UT-II dated 7th Nov 2013)
b	Overall width (sole bar/floor level- extreme points)	≤2500
c	Overall height (unladen-at extreme point )	3800 (maximum)
d	Wheel-base	≤ 5200mm (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)
i	Front overhang	As per CMVR
ii	Rear overhang	As per CMVR
13.2	Turning circle radius (mm)-minimum	As per CMVR
13.3	Floor height above ground (mm) - maximum	900
13.4	Clearances (mm)	
a	Axle clearance (mm)	Minimum 175 mm (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/58/2014-UT-I dated 24 <sup>th</sup> July 2014
b	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.
c	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 270 mm.
13.5	Angles (degrees)	
a	Angle of approach (unladen)	Not less than 8.0°
b	Angle of departure (unladen)	Not less than 9°(as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)
c	Ramp over angle (half of break-over angle)	Minimum 4.8°
14	Bus Gates/Doors	
14.1	Entry exit gates with doors	
a	Operating mechanism	Electro pneumatically controlled
b	Maximum opening closing time in seconds per operation	4



Bus specifications for Midi urban buses (Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Midi buses	
c	Positions of door controls	As per AIS 052	
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory	
14.2	Front service doors - near side:	√	
a	Door aperture (without flaps) in mm	As per AIS 052(minimum 950mm)	
b	Clear door width (fully opened) in mm	As per AIS 052(minimum 550mm)	
c	Door height in mm	As per AIS 052(minimum 1650 mm)	
d	Positioning front service gate	As per AIS 052	
e	Number of gates minimum.	1	
14.3	Rear service doors (near side): where provided	Optional and at the discretion of purchaser	
a	Door aperture (without flaps) in mm	As per AIS 052	
b	Clear door width (fully opened ) in mm	As per AIS 052	
c	Door height in mm	As per AIS 052	
d	Positioning rear door with respect to centre line of rear axle.	As per AIS 052	
e	Number of gates	1	
14.4	Not Applicable		
14.5	Not Applicable		
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:		
a	Stepped type entry	400	400
b	No step entry/level entry	900	
14.7	Maximum height (mm) of other steps		

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
a	if door ahead of rear axle	250
b	if door behind rear axle	300
14.8	Ramp for wheel chair at the gates	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 900mm floor ht considering that floor level of bus stops are at 400mm
a	Dimensions	As applicable for 14.8
b	Material	
c	Load carrying capacity	
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm	
e	Device to lock wrapped up ramp	
f	Kneel ramp control: where applicable	not applicable
g	Requirement for passenger with limited mobility	√
i	Wheel chair anchoring - minimum for one wheel chair	√
ii	Priority seats - minimum 2 seats	√
iii	Stop request- on every pillar	√
h	Emergency doors / exits or apertures (numbers)	As per AIS 052
	Dimensions in mm	As per AIS 052
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 be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	Roll over test will be carried out for all models of the buses. Roll over tests with the bus rolling from ground level instead of a raised platform. All other requirements and procedures as per AIS 031.
15.2	Bus structure - materials specifications etc	Material to be decided by the manufacturer
15.3	Insulation	
a	Roof structure/body	Material to be decided by the manufacturer. Other requirements As per AIS 052
b	Engine compartment	Material to be decided by the manufacturer. Other requirements As per AIS 052
15.4	Aluminium extruded sections for:	
a	Rub rail	Aluminium extrusion IS 733/1983 or better
b	Decorative moulding	
c	Wire cover	
d	Wearing strip	
e	Foot step edging	
f	Panel beading	
g	Window frame	
h	Roof grab rail brackets	
15.5	Floor type / materials etc	

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
a	Type of floor	As per AIS 052
b	Type of floor	Not Applicable
c	Steps on floor	No steps inside the bus except where require for entry/exit and wheel/service cover & engine platform(as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)
d	Steps on floor	N/A
e	Maximum floor slope	As per AIS 052
f	Floor surface material	12 mm thickness phenolic resin bonded densified 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 also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002),
g	Anti – skid material	3 mm thick anti-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 with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)
	Size:	2300 -2350 mm width* 1250 to 1300 mm height* 8.5± 0.5 thickness
b	Rear windscreen:	Single piece curved toughened glass-plain/flat at centre & curved at corners IS 2553 (Part-2)-1992/latest.
	Size:	2200-2300 mm width*800-900 mm height* *5.5±0.5 thickness

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
c	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS 2553 (Part-2)-1992/latest.
d	Glass specifications	Toughened glass IS 2553 (Part-2)-1992/latest
	Glass thickness:	4.8-5.3 mm
e	Window & other glasses - material specifications, thickness etc	Toughened as per IS 2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
f	Safety glass	As per AIS 052/ CMVR
g	Rear view mirrors	As per AIS 052
15.7	Seating and gangway etc	
15.2.1	Overall Seating Capacity of the Bus	D+28 to D+30
15.7.2	Passenger seating's for ordinary type-1 buses	As per AIS 052
a	Seat layout in the low floor area	As per AIS 052
b	Seat layout in the higher floor area	
c	Seat area/seat space per passenger (width*depth) mm	400*350
d	Seat pitch - minimum in mm	686
e	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height in mm	375
f	Torso angle (degrees)	Minimum 12 <sup>0</sup>
g	Seat materials	'PPLD/LDPE' moulded AIS 023 & bus code for performance
h	Seat frame structure material where required:	Frame structure of ERW steel tube

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
i	Free height over seating position in mm	More than 800
	Seat base height:	As per AIS 052
j	Clearance space for seated Passenger facing partition mm	Minimum 350
k	Seat back / Pad material / Thickness: (optional)	Polyurethane foam IS15061:2002, 30± 5 mm
	Type:	MDI moulded IS 5509
	Upholstery:	Pile Fabric/Jekard 0.7-1mm thickness
l	Area for seated passengers (sq. mm.):	400*350
m	Area for standee passengers (sq. mm.):	As per AIS 052
n	Number of seats including one for wheel chair	23 - 34
o	Number of standees (calculation As per AIS 052)	As per AIS 052
p	Seats side facing location	Not suggested except on wheel arches
q	Seat back rest	Fixed
r	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
s	Performance & strength requirements of:	√
i	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023
15.7.3	Gangway:	
a	Minimum interior head room (centre line of gangway) in mm	1900 mm including that in the rear overhang area.
i	At front axle:	As per AIS 052
ii	At rear axle:	

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
iii	Other areas	
b	Gangway width (mm) from gates to longitudinal space between rows of seats (access to service doors)	(Refer figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.
c	Gangway width (mm) in longitudinal space between rows of seats	As above
d	Gangway width (mm) in longitudinal space between rows of seats (rear of rear edge of the rear door in RE bus)	As above
e	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 023 & AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
a	Corrosion prevention treatment	As per clause 3.17 of AIS 052
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes / welding	
	Inter metallic galvanic corrosion prevention	
b	Primer coating	
c	Painting:	
16	Electricals	
16.1	Electrical cables:	BIS marked, copper conductors with fire retardant as per IS/ISO: 6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, min cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards
16.2	Conductor cross section	As above and suitable to carry rated current (Japanese auto standard JASO D0609-75 AV)

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
16.3	Safety requirements of electrical	As per AIS 052
a	Fuse	As per AIS 052 - fuse of rated current 1.5 times the load current of electrical equipment. Necessary in every electrical circuit
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052 - Isolation switch required for each such circuit
c	Location of cables away from heat sources	As per AIS 052 - Required for each such circuit
d	Type approval of circuit diagram as per standards related to electric equipments/wiring	As per AIS 052 - Required for all items
e	Cable insulation with respect to heat	As per AIS 052
f	Battery cut - off switch (isolator switch):	Heavy-duty type capable of carrying & interrupting total circuit load. 1 each near battery/driver
16.4	Wind screen wiper:	Electrically operated with two wiper arms & blades, wiper motor heavy duty steel body with minimum 2-Speed operation wiping system as per CMVR/ BIS 7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
a	Wiper motor:	Variable speed with time delay relay as per AIS 011
b	Wiper arm/blade:	As per AIS 019/AIS 011
16.5	Driver cabin fan	1 number, 200mm fan as per provision of CMVR, matching interiors
16.6	Lighting - internal & external and illumination	As per AIS 052
16.7	Illumination requirements/performance of:	
a	Dash board tell tale lighting/control lighting	As per AIS 052 & bulbs tested for photometry as per IS 1606:1996
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of $\geq 75$ lux and $\leq 150$ lux(as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)
c	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of $\geq 75$ lux (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)



Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
17	ITS enabled bus	As specified separately under ITS specifications
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type 3 point mounting as per CMVR & AIS 052.conforming to AIS 005&015.
18.2	Passengers seat belt: Number:	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
18.3	Driver/Passenger/Wheelchair seat belt anchorage	
18.4	Fire extinguisher:	
18.5	First aid box:	As per AIS 052
18.6	Handrails minimum length*diameter*height above floor in mm	1 number, as per provision of CMVR
18.7	Handholds:	Colour contrasting and slip resistant of aluminium tubing. 32 mm dia, 3 mm thick.
18.8	Stanchions:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay
18.9	Bells for Passenger convenience	Vertically fitted, aluminium tubing with colour contrasting and slip resistant. 40 mm dia & 3.15 mm thick. Rest As per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).
18.10		High visibility bell pushes shall be fitted at a height of 1.2 meter on all alternate stanchions. These would assist PwDs
18.11	Window guardrails:	Left Blank
a	In all school buses - minimum numbers.	As per AIS 052.
b	In all other buses - minimum numbers.	
c	In AC super deluxe buses	

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
d	Other details:	
i	First guard rail at a height from window sill in mm	
ii	The distance between two guard rails in mm	
18.12	Entrance/Exit Guard/Step well guard:	800 mm minimum height extending $\geq$ 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
18.14	Front/rear door, step well lights, door open sign	Incandescent bulb AIS 008
18.15	Mirrors right/left side exterior/interior:	Convex as per AIS 001 & 002. Interior with double curvature
18.16	Towing device front /rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type
18.17	Warning triangle	As per AIS 052/CMVR
18.18	Fog lighting	As per AIS 052/CMVR
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system
	Impact strength for bumpers	Meet requirements of Para 6.3.1 of AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
a	Type of window	Sliding type window panes except AC bus
b	Minimum height of window aperture (clear vision)	$\geq$ 950 mm with gradually tapering in rear window and height allow upto 800mm (clear vision) (as per revised UBS II norms, refer to MoUD, GoI letter no K-14011/39/2007-UT-II dated 7th Nov 2013)
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

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 km
20	Air conditioning system - test procedure for type approval	
20.1	Specifications	Not applicable
20.2	Target results	
20.3	Apparatus	
20.4	Procedure	
20.5	Air curtains on entry /exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding / alighting of Passenger with min air flow of 1000±50 m <sup>3</sup> /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab

Bus specifications for Midi urban buses (Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Midi buses
		Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment;
21.2	Maximum noise levels inside the saloon (irrespective of AC, Non-AC/fuel type/engine location)-test procedure as per AIS020	81 dba
22	Fuel efficiency requirement	not applicable



**(Volume-III)**

**PART- B**

**DRAFT OPERATOR AGREEMENT**

**FOR EXISTING BUSES (PACKAGE 3)**

**REQUEST FOR PROPOSAL (RFP)**

**FOR HIRING OF SERVICES FOR PROVISION/REFURBISHMENT,  
OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING  
PUBLIC TRANSPORT IN BHUBANESWAR – PURI – CUTTACK ON  
GROSS COST CONTRACT BASIS IN THREE PACKAGES**



**BHUBANESWAR PURI TRANSPORT SERVICES,  
BMC CAMPUS, KALPANA SQUARE, VIVEKANANDA MARG,  
BHUBANESWAR-751 014, ODISHA**

## BUS OPERATOR AGREEMENT

This Bus Operator Agreement (**Agreement**) is executed on this [●] day of [●] Two Thousand and [●] at Bhubaneswar:

### BETWEEN

**Bhubaneswar Puri Transport Services (“Authority/BPTS”)**, incorporated under the provisions of the Companies Act 1956/2013, having its registered office at **BMC Campus, Kalpana Square, Vivekananda Marg, Bhubaneswar-751 014, Odisha**. (hereinafter referred to as the “**Authority/BPTS**”, which expression shall include its successors and permitted assigns);

### AND

\_\_\_\_\_ [**insert name of the Operator**], a company incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm having its registered office at [\_\_\_\_\_] [**insert address**] (hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns);

The Authority and the Operator shall collectively be referred to as the “**Parties**” and individually as “**Party**”.

### WHERE AS,

- A. Authority is legally empowered and mandated to Plan, schedule, own, manage, operate and maintain the bus service in Bhubaneswar- Puri cities and other peripheral towns. The Authority is planning to upgrade and expand the city’s Bus System. As part of this plan, the Authority is deploying 310 (nos) Standard (AC and Non AC) and Midi buses comprising three packages through the Gross Cost Contract with private operators selected through open competitive bidding.
- B. This Contract is for Package 3 comprising 110 buses which were already in operation. This new contract now appoints a Private Operator for Refurbishment, Operation and Maintenance of these 110 buses with responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document.
- C. The Authority had issued a RFP in \_\_\_\_\_2017/18 for selection of private Bus Operator for aforementioned work. The Operator had submitted its proposal which was duly evaluated and

accepted by the Authority vide Letter of Acceptance \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the "LOA") for \_\_\_\_\_ nos of Buses (Contracted Buses). The LOA is requiring, inter alia, the execution of this Agreement.

- D. The Operator has submitted Performance Security of Rs. \_\_\_\_\_ in form of Bank Guarantee no. \_\_\_\_\_ from \_\_\_\_\_ Bank in favour of the Authority as prerequisite for signing of this Agreement.
- E. The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Refurbishment, operation and maintenance of the Bus Service in Bhubaneswar- Puri-Cuttack.

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

## **1. DEFINITIONS AND INTERPRETATION**

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

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

1.1.2. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of the this Agreement.

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

1.1.4. **“Assured Fleet Availability”** shall have the meaning as ascribed thereto in Clause 4.1(j) of the Agreement.

- 1.1.5. **“Available Fleet”** means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability Clause 4.1(jj) of the Agreement.
- 1.1.6. **“Authority”** means BPTS or its authorized representatives.
- 1.1.7. **“Authority Clearances”** means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in Annexure PB9 to this Agreement.
- 1.1.8. **“Authority’s Event of Default”** shall have the meaning as ascribed thereto in the Clause 28.1 of the Agreement.
- 1.1.9. **“Bus Deployment Schedule”** shall have the meaning as ascribed thereto in the Clause 8.1 of the Agreement.
- 1.1.10. **“Bus Kilometre”** means a kilometre travelled by a Contracted Bus as per this Agreement or as directed by the Authority.
- 1.1.11. **“Base Kilometre Charge” or “Kilometre Charge”** means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Half Yearly Assured Bus Kilometres.
- 1.1.12. **“Bus Permit”** means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.13. **“Bus Specification/Technical Specifications”** shall mean the specifications of the Contracted Buses including but not limited to design, power, GRPS, GPS and PIS and other IT equipment and other details stipulated by the Authority during the purchase of such buses.
- 1.1.14. **“Bus Stop”** means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.15. **“Bus Depot Area” or “Depot Area”** means the area provided by the Authority to Operator for Parking, Repair and Maintenance of Contracted Buses
- 1.1.16. **“Central Control Centre”** means computerised central monitoring unit setup, audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.



- 1.1.17. **“Commercial Operations Date”/“COD”** for each Lot of Contracted Buses, be the date of deployment on the roads for operations of Last Lot of Contracted Buses by the Operator after submission of the requisite Performance Security and shall have the meaning specified in Clause 11.1 of this Agreement.
- 1.1.18. **“Contracted Bus(es)”** means one or more of the passenger bus units handed over to the Operator by the Authority from time to time for the purposes of Refurbishment, operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and the details of such Buses such as the type, category registration number is provided in detail in Annexure PB7 to this Agreement.
- 1.1.19. **“Dispute”** shall have the meaning ascribed to it in Clause 33 of this Agreement.
- 1.1.20. **“Encumbrances”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.21. **“Appointed Date”** shall mean and refer to the date of signing of this Agreement.
- 1.1.22. **“Fleet”** shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.
- 1.1.23. **“Operation Plan”** means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 14.
- 1.1.24. **“Global Positioning System (GPS)”** means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period.
- 1.1.25. **“Government”** means the “Government of Odisha” or “Government of India (GOI)” as is relevant in the context;
- 1.1.26. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

- 1.1.27. **“Invoice Amount”** shall have the meaning specified in Clause 18.5(18.5.1) of this Agreement.
- 1.1.28. **“Half Yearly Assured Bus Km”** shall have the meaning as ascribed thereto in Clause 18.5(18.5.4) of the Agreement.
- 1.1.29. **“Half Yearly Assured Payment Amount”** shall have the meaning as ascribed thereto in Clause 18.5(d) of the Agreement
- 1.1.30. **“LED Display”** shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses and which shall be used for the public information system.
- 1.1.31. **“Letter of Award”** means the letter of award dated \_\_\_/\_\_\_/20\_\_\_ issued by the Authority to the Selected Bidder to
- 1.1.32. **“Lot of Contracted Buses”** or “Lot” means Existing Lot of Contracted Buses and details of which have been provided in the annexure PB7 to this Agreement.
- 1.1.33. **“Liquidated Damages”** shall have the meaning as ascribed thereto in the Clause 10.
- 1.1.34. **“Manufacturer”** means the bus manufacturer supplier of the Contracted Buses to the Authority.
- 1.1.35. **“Material Breach”** means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.36. **“Operation and Maintenance Standards”** means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Contract Period and have been provided at different places in **the agreement**.
- 1.1.37. **“Operations Manager”** shall have the meaning ascribed to it in Clause 20.1.10.
- 1.1.38. **“Operating Plan”** or **“Operation Plan”** means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the

Authority.

- 1.1.39. **“Operator”** shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.40. **“Operator Clearances”** means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure PB9 to this Agreement.
- 1.1.41. **“Operator’s Event of Default”** shall have the meaning as ascribed thereto in Clause 27.1 of the Agreement.
- 1.1.42. **“Operator’s Payment”** means payment given to the Operator for providing operating and maintenance services in accordance with Clause 18 of this Agreement.
- 1.1.43. **“Passenger Fare”** shall have the meaning ascribed to it in Clause 16.1 of this Agreement.
- 1.1.44. **“Payment Period”** shall have the meaning as ascribed thereto in Clause 18.5 of this Agreement.
- 1.1.45. **“Performance Security”** shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.
- 1.1.46. **“Project”** means the refurbishment, operation, maintenance of the Contracted Buses, and Bus operation and maintenance service being provided by the Operator for bus service in Bhubaneswar in accordance with the terms of this Agreement including the construction of Bus Depot.
- 1.1.47. **“RTO”** means the Regional Transport Office of Bhubaneswar
- 1.1.48. **“Remedial Period”** shall have the meaning specified in Clause 29.1 and 29.2 of this Agreement.
- 1.1.49. **“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.
- 1.1.50. **“Selected Bidder”** means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.51. **“Third Party”** means any person other than the Authority and the Operator.
- 1.1.52. **“Contract Period/ Agreement Period”** shall mean the term as defined in

Clause 3.1

- 1.1.53. **“Training Period”** shall have the meaning as ascribed thereto in Clause 11.4 of this Agreement.
- 1.1.54. **“Urban Bus Service ” or “Bus Service”** means Bus Services Provided by BPTS for which it posses stage carriage license for approved routes in the urban area of Bhubaneswar, Puri and other urban area situated on the periphery of Bhubaneswar and Puri.
- 1.1.55. **“Validity Period”** means the period for which the Performance Security has to be maintained in accordance with Clause 6 of this Agreement.
- 1.1.56. **“Vandalism”** shall have meaning specified in Clause 24 of this Agreement.

**“Vehicle Tracking System”** is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

**1.2. Interpretation**

1.2.1. In this Agreement, unless the context otherwise requires:

- a. words denoting the singular shall include the plural and vice versa;
- b. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- c. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- d. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- e. references to the word “include” or “including” shall be construed without limitation;
- f. references to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated; and
- g. the Annexure to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- h. terms and expression not herein defined shall have the meanings

assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

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

- a. This Agreement along with all Annexure hereto.
- b. Request for Proposal (RFP)/Proposal in its entirety including all its Volumes, Sections, Annexure, Corrigendum and Addendums thereto.
- c. Letter of Acceptance (LOA) no. \_\_\_\_\_ issued to the Operator on \_\_/\_\_/2017
- d. Performance Security in form of DD/Bank Guarantee no. \_\_\_\_\_ dated \_\_\_\_\_ drawn from \_\_\_\_\_
- e. Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the contract or by way of revised or improved understanding of any terms of the Agreement as appended herein.

In the event of any conflict of difference between the above documents, the position reflected in the document signed last shall prevail.

## **2. APPOINTMENT OF THE OPERATOR**

### **2.1. Appointment of the Operator**

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to Refurbish, Operate and Maintain 110 existing Buses within the Bus Service Area in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

**110 Existing Buses:** The selected Operator shall refurbish, operate and maintain existing buses of following type and quantity

Sr. No.	Bus Length	No. of buses	Floor Height (mm)	Emission Norms	Ac/ Non AC	Make	Buses Registered during (Period year)	Transfer Cost (IN lakh/bus)
1	12 mtr	44	900	BS III	Non AC	Tata	2010–2013	Shall be furnished at the time of Signing of Agreement
2	9 mtr (midi)	54	900	BS III	Non AC	Tata/ Swaraj Mazada	From 2010-2015	
3	12 mtr	12	650	BS III	AC	Tata Marcopolo	2014	
	<b>Total</b>	<b>110</b>						

## 2.2. Undertaking

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

## 3. TERM OF THE AGREEMENT

- 3.1. The term of this Agreement shall be a contiguous period comprising the (a) The “Bus Refurbishment Period” beginning on the Appointed Date and ending on the Commercial Operations Date (COD) and (b) the “Operations Period” beginning from COD and ending 5 (Five) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by one additional year based on operator performance and condition of the Buses.
- 3.2. The COD for existing shall begin from the date which is 110 days from Appointed Date or date of deployment of all Contracted Buses, whichever is earlier. The Deployment shall be considered achieved after the completion of Training Period.
- 3.3. In the event of termination, the Contract Period shall be limited to the period commencing from the Appointed Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein.

## 4. SCOPE OF WORK

### 4.1. Responsibilities during “Bus Refurbishment”

The Operator shall before the deployment of buses undertake and complete the following

tasks

- a. Takeover the existing buses on “as is where is basis “ and carryout, submit and get reviewed approved Bus wise condition assessment and refurbishment plan to the Authority.
- b. Carryout condition assessment and refurbishment work of the Contracted Buses, that may include but not be limited to change in spare parts and drive line component, replacement/repair of structure members and panels, replacement of tyres, repair/refurbishment of braking and suspension system, refurbishment of AC system of existing 110 number of Buses at its own cost, so as to provide operations ready, quality buses fit for uninterrupted service.
- c. Obtain, at own cost, Roadworthiness/ Vehicle Fitness test/ Fit to Ply certificate and Pollution Under Control (PUC) certificate from the concerned RTO or competent Government Authority.
- d. Deploy buses pursuant to Clause 11 and provide training to the manpower as per Clause 11.4 of the agreement.
- e. Provide duly licensed drivers to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law;
- f. Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behaviour and hygiene aspects;
- g. At his own cost and expenses procure all Operator Clearances in accordance with Annexure PB9 for the purposes of providing Bus Services as per the terms of this Agreement;
- h. Carryout reconstruction in the depot at Pohkhariput as specified in the Clause 3 of this agreement.
- i. Establish maintenance facility and equipment at Bus Depot Area for preventive and routine maintenance of buses and for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses;

#### **4.2. Responsibilities during “Operations Period”**

The Operator, on and after COD, and during the Operations Period shall undertake the following responsibilities:

- a. Get the refurbished Buses inspected by the Authority for acceptance into the fleet, and in case founding wanting, carrying out the remedial work.
- b. Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be

- specified by the Authority from time to time on the Bus Service;
- c. Ensure availability of duly licensed drivers, maintenance staff and other personnel through pro-active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.
  - d. Develop a training program driving, maintenance, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
  - e. At his own cost and expenses maintain all Operator Clearances in accordance with Annexure **Error! Reference source not found.PB9** for the purposes of providing Bus Services as per the terms of this Agreement;
  - f. Maintain the Contracted Buses in good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
  - g. Ensure that safety and security of passengers and any third person on the Contracted Buses is maintained at all times;
  - h. Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Agreement and Applicable Law;
  - i. Ensure any equipment installed on the Contracted Buses or within the Bus Depot Area 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 Depot Area at any time without any notice in this regard;
  - j. Make available to the Authority a fixed proportion of the Contracted Buses throughout the Contract Period, for maintaining continued and uninterrupted operations of Bus Service as per the terms of this Agreement. This proportion shall be 90% in the First and second Year of Operation and 88% during third year and 85% throughout the balance contract Period of each Lot of Contracted Buses on a shift basis. ("**Annual Assured Fleet Availability**")<sup>1</sup>; 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

<sup>1</sup>Calculation of fleet availability is provided as follows for further clarity:

Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100

*A Bus to be considered as being available should complete at least 90% of its planned schedule. Further the Authority, at its discretion, may relax this clause for first few months after COD to provide for a ramp up and sort out teething issues for new buses.*



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
- k. Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and tear of the bus due to bad road conditions, rains, 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.
- l. 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 by the operator) required in relation to the operation and maintenance of Bus Service;
- m. Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
- n. Carry out all activities necessary for the effective implementation of the provisions of this Agreement.

## 5. AGREEMENT

5.1. The whole Agreement is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Authority, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the buses at such times as he may deem fit which he may disapprove. The Authority will depute a team of monitoring personnel who shall have full powers to check, monitor, demand any records from any of the Operator personnel.

5.2. The Operator shall not be allowed to sub contract any part of the awarded Buses.

## 6. PERFORMANCE SECURITY

6.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security of Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_ Only) in form of Bank Guarantee (instrument no. \_\_\_\_\_) drawn on \_\_\_\_\_ (Bank) dated \_\_\_\_\_, for a Validity Period of \_\_\_\_\_, in favour of \_\_\_\_\_ through scheduled bank payable/encashable, admissible and extendable at Bhubaneswar only. (**Performance Security**).

- 6.2. The Operator shall maintain a valid and binding Performance Security for a period of 60 days after the expiry of the Contract Period (“Validity Period”).
- 6.3. The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
- a. in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
  - b. in relation to Operator’s Event of Default in accordance with the terms contained herein.
- 6.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operator’s Event of Default as per Clause 27.1.
- 6.5. On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Operator without any interest, provided the Operator is not in default of the terms hereof and there are no outstanding dues of the Authority with the Operator.

## **7. TAKEOVER AND REFURBISHMENT OF CONTRACTED BUSES**

- 7.1. Operator, within 15 days of submission of requisite Performance Security and Signing of this Agreement, shall takeover possession of the Contracted Buses from the Authority on “As is Where is” basis however without any encumbrances such as Hypothecation, overdue of any taxes or charges etc.
- 7.2. Within Seven (7) days taking over the Contracted buses, the Operator shall submit a detailed Refurbishment Plan to the Authority providing details of repair, replacement and overhaul required in each Contracted Bus.
- 7.3. The Operator shall carryout Refurbishment process as per the Plan submitted to Authority at its own cost and risk. The Operator shall obtain adequate Transit insurance and any other insurance required to be taken to safeguard the Bus during Refurbishment Period. The Authority shall not entertain any claim for damages, loss, theft, pilferage etc that may occur to the Buses during the Refurbishment Process.
- 7.4. The Authority, only if found necessary, shall carryout inspection of Refurbishment Process with prior intimation to Operator.

7.5. Operator, at its own cost, shall obtain Roadworthiness/Vehicle Fitness Test/ Fit to Ply Certificate and Pollution Under Control (PUC) Certificate for each refurbished bus from concerned RTO or similar Competent Government Authority strictly before deployment of Contracted Buses. The Operator shall also be responsible for renewal of such certificates during the Contract Period.

7.6. Operator shall submit a copy of abovementioned certificate from the Authority on time to time basis.

## **8. REFURBISHMENT AND DEPLOYMENT SCHEDULE FOR CONTRACTED BUSES**

8.1. The Operator shall carry out the Refurbishment and Deployment of the Buses as per the following Schedule (“**Bus Refurbishment and Deployment Schedule**”)

<b>Timeline</b>	<b>Event</b>
Within 15 days of Appointed Date	Takeover the Contracted Buses
Within 15 days of taking over the buses	Submission of Refurbishment Plan
Within 30 days of Submission of Refurbishment Plan	Refurbishment of first Lot of 50 Buses
Within 45 days of Submission of Refurbishment Plan	Refurbishment of second Lot of 35 Buses
Within 60 days of Submission of Refurbishment Plan	Refurbishment of first Lot of 25 Buses

8.2. Failure to comply with stipulated refurbishment completion schedule shall attract pre-defined liquidated damages as per clause 10, alternative selection & other provisions of the contract.

## **9. BUS ACCEPTANCE CERTIFICATE**

9.1. Upon submission of valid copies of Roadworthiness/Fitness/Fit to Ply and PUC certificates and completion of Refurbishment Process to its satisfaction, the Authority, within 7 days of such submission, shall issue Bus Acceptance Certificate to the Operator for each successfully Refurbished Bus as above.

9.2. The Operator shall initiate the process of deployment of buses for Bus Service operations in accordance with clauses of this agreement after receipt of Bus Acceptance Certificate from the Authority.

## **10. LIQUIDATED DAMAGES FOR DELAY IN REFURBISHMENT OF CONTRACTED BUSES**

10.1. If the Operator fails to complete the refurbishment of Contracted Buses within the schedule specified in the clause 8.1 above and if the Operators is not able to cure such default (delay in buses) within any additional time granted by the Authority at its sole discretion, the

Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages of Rs.. 500/- (Rupees Five Hundred only) or part thereof, per bus per day of delay.

10.2. The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 10 of Contract Conditions shall not exceed [ **Rs. 15,000 per contracted Bus**].

10.3. In the event of the Deployment of Contracted Buses is delayed beyond the stipulated Delivery Schedule as per clause 8.1 and beyond any additional time granted by the Authority by a period of 30 days, and if such occurrence (delay in bus) is not attributable to Force Majeure Events, the Authority shall be free to either

10.3.1. take back immediately, (in condition no worse than the condition in which the Buses were handed over), the un-refurbished or partially refurbished buses from the Operator and the Operator shall forthwith comply with the same along with payment of [ **liquidated damages of Rs 15000 per bus as above plus additional non compliance damages of Rs. 20000 per bus**], OR

10.3.2. the Authority may choose to treat it as an Event of Default by the Operator.

10.4. In the event of 10.3.1 above, the number of Contracted Buses which are to form part of the contracted fleet shall be reduced by only the number of buses accepted by the Authority and the Operator shall replace the amount of Performance Security calculated as per the revised contract size.

10.5. The Authority shall retain right to appoint another bus operator for the Non-Refurbished Buses.

## **11. DEPLOYMENT OF CONTRACTED BUSES**

11.1. Subject to issuance of Bus Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 15 (Fifteen) days from the date of Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing. The date of deployment of last lot of Contracted Buses shall be considered as COD ("Commercial Operations Date" or "COD"). The Operator shall deploy the Contracted Buses immediately after completion of Training Period as specified in the Clause 11.4 below.

11.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses within 105 days from the date of Execution of the Agreement as per abovementioned clauses for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the

Operator shall pay liquidated damages of Rs.200/per bus per day for additional 15 days after completion abovementioned timeline. Amount of liquidated damages shall not exceed Rs. 3000 per Bus.

11.3. In case the Liquidated Damages exceeds the limit provided in the above clause, it shall be considered as Operator's Event of Default.

11.4. The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses for provision of training for 15 days prior to COD. (**"Training Period"**).

11.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of Bus Service system and skill-set required for efficient operations.

11.4.2. Cost of Damage to Project Asset or any other third party property including fatalities, injuries of employee of Authority, Operator or third party due to negligence of the Operator's staff employed for the purpose of the training shall be the liability of Operator.

11.4.3. No Payment shall be made to the Operator for the Training Period.

## **12. OWNERSHIP OF CONTRACTED BUSES**

12.1. The ownership of the Buses shall remain fully with the Authority during the entire term of the Agreement.

12.2. At the end of the normal expiry of the Contract, ownership of all Contracted Buses shall be transferred to the Operator against payment of Scrap Value as mentioned in Clause 2.1. Such amount shall be deducted from the payments to the Operator during the final 6 months of operator in equal instalments. The Buses shall be handed over to the Authority without any encumbrances/lien/hypothecation.

## **13. DEVELOPMENT, OPERATION AND MAINTENANCE OF DEPOT**

13.1. Authority acknowledges the requirement of Bus Depot for the purposes of maintenance, cleaning and parking of Contracted Buses. Hence the Authority has already developed a rudimentary maintenance facility and parking space at Pokhariput. However, the Operator shall design and re-construct the Bus Depot to carry out maintenance activities for the contracted buses in accordance with the terms contained herein. The cost of Depot shall be borne by the Authority.

### **13.2. Covenant with reference to Bus Depot Construction**

13.2.1. The Authority shall enter in to Depot Re-Construction Agreement with Operator to ensure timely construction with quality of workmanship as per Annexure PB3. This

Agreement is independent and severable to this Bus Operator Agreement. Indicative terms of the Agreement are placed at Annexure PB3 but Authority reserves right to modify any provision full or in part, in consultation with the Operator, after finalisation of Drawings and BOQs.

13.2.2. The operator shall prepare a Draft Depot Reconstruction Plan which shall include detailed design of the Depot, bill of quantity and cost estimates based on general guidelines provided in the RFP, Latest Schedule of Rates or justifiable market rate for reconstruction items and any other regulations, guidelines applicable contextually and submit for Authority's approval within 90 days from signing of Depot Reconstruction Agreement.

13.2.3. The Authority through its authorized representative such as Authority Engineer/Programme Management Consultant [**Keep whichever is Applicable**] shall review the Draft Depot Reconstruction Plan and provide comments within 7 days of submission of Depot Reconstruction Plan. In case of any changes suggested, the Operator shall make the necessary changes and resubmit the Final Depot Reconstruction Plan within 7 days of receipt of such suggestion

13.2.4. The Authority shall appoint an empowered Committee ("the Committee"), comprising of representatives of the Authority and technical experts for approval of Final Depot Reconstruction Plan. The Operator can start reconstruction of Depot only upon obtaining approval from the Committee.

13.2.5. The Committee shall be responsible for overall supervision and monitoring of the Depot Reconstruction execution. Authority's authorized representative such as Authority Engineer/Programme Management Consultant shall check the Depot Reconstruction work regularly and notify the Operator of any Defects that are found. Such Defects have to be addressed by the Operator within the mutually agreed time period.

13.2.6. The Operator shall be permitted to appoint a sub-contractor, meeting eligibility and qualification criteria provided in the Annexure PB3 of this agreement, to carryout Depot Construction work. The Operator shall take approval of such appointment from the Empowered Committee. It is to be clarified that the Operator shall act as an employer/Principal to the Sub-contractor. The Operator shall indemnify the Authority shall from any contractual obligations, damages, losses of the sub-contractor that may arise during Depot Construction. Authority shall not entertain any representation/claims directly made by the Sub-Contractor.

13.2.7. Authority shall release payment to the Operator based on completed milestones.

Authority shall also have right to levy and collect liquidated damages as provided in the Depot Reconstruction Contract from the Operator in case of non-adherence to the specified quality and milestones.

### **13.3. Covenant with reference to Bus Depot Operation and Maintenance**

13.3.1. After completion of construction, the possession of the depot shall be handed over to the Authority who in turn shall enter in to Depot Lease Agreement (Annexure PB5) with the Operator.

13.3.2. The Operator shall at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.

13.3.3. It is hereby clarified that the ownership of the Bus Depot Area shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot Area, and on Termination, the Operator shall vacate and hand back such Bus Depot Area as per the terms contained herein. Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement.

13.3.4. The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.

13.3.5. The Operator shall:

- a. at his own cost and expense maintain the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein in good working condition;
- b. not cause any damage in the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.
- c. only be responsible to maintain the area of the Bus Depot Area which has been specifically allocated and handed over to him by the Authority under the relevant license agreement.

13.3.6. The Operator shall also be liable to pay bills for utilities such as electricity, water, gas etc. on actual basis in relation to the area of the Bus Depot, Terminal and Parking Space allotted to the Operator.

13.3.7. It shall be the obligation of the Operator to whom a Bus Depot is allotted to allow

buses of other Bus Operators for Bus Services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot Facilities to optimize Bus Schedules.

13.4. It is hereby clarified that the Operator shall only have a limited right to way and right to use the Project Site for Construction of Bus Depot and Operation and maintenance of it subject to the terms contained in the Depot Construction Contract and Depot Lease Agreement.

#### **14. OPERATION PLAN**

14.1. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Annual Assured Fleet Availability, Fleet Deployment Plan and any other relevant details required for Operation of Contracted Buses ("**Operation Plan**").

14.2. The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing bus headways based on peak and off peak hour requirements ("**Fleet Deployment Plan**").

14.3. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.

14.4. The operator needs to operate the Contracted Buses in accordance with this Operation Plan.

14.5. The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator

#### **15. ROUTES AND SCHEDULES**

15.1. The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.

15.2. The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.

15.3. The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.

15.4. In the event the Authority makes changes as specified in above Clause, it shall notify



the Operator in writing [seven (7) days] prior to the date of implementation of such change.

- 15.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

## **16. FARE AND FARE COLLECTION**

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

### **16.2. Passenger Fare Collection**

- a. The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate to it.
- b. The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.
- c. The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority though itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Contracted Buses.

## **17. ADVERTISEMENT ON THE BUSES**

- 17.1. The Authority shall reserve rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from above activity.
- 17.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment. In case of theft or any malfunction of advertisement material/equipment the Operator shall be report to the Authority on immediate basis.
- 17.3. 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.

## **18. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE**

- 18.1. Bus Kilometres for any particular Contracted Bus of a particular type shall

comprise of the following:

- a. Distance travelled by the Contracted Bus assigned on given Route(s) as per the Operating Plan.
- b. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
- c. Distance travelled by the Contracted Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's service.
- d. Distance travelled by a Contracted Bus for fuel refilling (two ways) not exceeding the 2 KM of nearest fuel station from the Depot Area.

18.2. Bus Kilometres shall not constitute the following

- a. Any kilometres travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.

18.3. The Authority shall compute and provide to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service, the total number of kilometres that the Contracted Buses have travelled for the aforesaid period. Such calculation shall be made using Global Positioning System (GPS) and in case of absence of GPS, manually with the supervision of the Authority staff. The Operator shall be paid based on the Bus Kilometres logged and verified in this manner according to the Kilometre Charge fixed.

#### 18.4. Basis for Payments

The Base Kilometre Charge Payment to the Operator by the Authority for the Bus Services rendered shall be as per the provisions described hereinafter ("**Operator Payment**")

Base per Kilometre Charge quoted by the Operator in the Price Proposal for the Contracted Buses and accepted by the Authority in the LOA:

Sr. No	Bus Type	Quantity (Nos)	Quoted Rate Rs / Km (Exclusive of GST)
1			

2			
3			

The base Year Price of Fuel per Unit, Base Year Wholesale Price Index (WPI) and Applicable **Minimum Wages** which shall be used for determining the Applicable Kilometre Charge throughout the agreement period are as follows:

- Base Year Price of Fuel/Unit : Rs [\_\_\_\_\_] per Litre, being the prevailing price of fuel as available from the cheapest legal source in the vicinity of the Bus Depot Area being prices of a week immediately prior to the last date of submission of the RFP on [\_\_\_\_\_].
- Base Year Wholesale Price Index for all commodities:[\_\_\_\_\_]for Year 2017].Source: Office of the Economic Adviser to the Government of India, Ministry of Commerce and Industry: Website: <http://www.eaindustry.nic.in>.
- Minimum Wages for relevant Category Manpower Deployed of Rs.[\_\_\_\_\_] for time period of \_\_\_\_\_. Source: Office of Labour Commissioner, Govt of Odisha. <http://labour.odisha.gov.in>

## 18.5. Payment Terms

### 18.5.1. **Invoicing Period:**

For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every 15 (Fifteen) days in a month (“**Payment Period**”) specifying:

- i. registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- ii. Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- iii. Applicable Kilometre Charge for the period for the particular type of Contracted Bus.
- iv. GST, and any applicable surcharge or cess on it, if any, payable on the amount; and
- v. Copy of daily fuel price and purchase bills indicating source, quantity and rate per fuel purchased.

(hereinafter together referred as “**Invoice Amount**”)

The Operator shall submit invoice strictly for the route wise scheduled kms for the payment period provided by Authority.

**18.5.2. Payment Period**

The Authority shall, within a period of 10 (ten) days of the receipt of invoice, make part payment of 90% of the total invoiced amount for each payment cycle of 15 days. Balance 10% of the amount of each invoice shall be released by the Authority in first 15 days of the next month of after the month of invoicing (starting from COD) after verifying the records that it has on the Bus operations and evidence of salary paid to employee and making adjustment against or damages or other adjustments as may be applicable against the invoice under the terms of the Agreement. In case of expiry the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.

All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.

**18.5.3. Method for Calculation of Aggregate Payment**

The payment for Bus Kilometres up to Assured Bus Kilometres per each Contracted Bus deployed shall be calculated as

Payment = Applicable Kilometre Charge for Contracted Bus x [Operated KM]

*(Where Operated KM is Bus Kilometres Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)*

Any Fines levied shall be adjusted from the Aggregate Payment subject provisions of this Agreement.

GST, if and as applicable shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the Applicable Kilometre Charge. The Authority is liable to pay GST if applicable on the Invoice Amount, provided that the Operator is able to furnish satisfactory evidence as to its applicability.

**18.5.4. Guarantee to operate particular number of kilometres**

The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of **6 (Six) months**, commencing from CoD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than 27,000 kms / Contracted Bus (Twenty Seven

Thousand Kilo metres per contracted bus) [**“Half Yearly Assured Bus Kilometres”**]

***Half Yearly Assured Payment after reconciliation***

**i. Payment for Unutilised Kilometres:**

In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Half Yearly Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Half Yearly Assured Payment Amount for Unutilised Kms =  $0.25 \times (T_m - T_a)$   
x Applicable Kilometre Charge

*where*

$T_m$  = Half Yearly Assured Bus Kilometres x Available fleet

$T_a$  = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

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

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

**ii. Payment for Excess Kilometres**

If the Contracted Buses operated under this Agreement exceed the Half Yearly Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Half Yearly Assured Bus Kilometres shall be calculated as follows;

**Half Yearly Assured Payment Amount for Excess Kms** =  $0.75 \times (T_a - T_m)$   
x Applicable Kilometre Charge

*where*

Ta = Actual Bus Kilometres Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

Tm = Half Yearly Assured Bus Kilometres x Available fleet

- iii. The Applicable Kilometre Charge for the purpose of the Payment of Unutilised or Excess Km shall be the weighted average of the applicable Kilometre Charge used in payment periods during the relevant year.
- iv. The determination of whether Half Yearly Assured Payment Amount is due shall be done at the end of a period of 6 (Six) consecutive calendar months. The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses comprising the Available Fleet).
- v. The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD of Contracted buses, The total number of Kilometres that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorised agency.

**18.5.5. Basis of Revision of Kilometre Charge**

The Kilometre Charge shall be reviewed and (if applicable) revised. Kilometre charge for any given payment period shall be called the Applicable Kilometre Charge. It shall be revised;

- a. For Fuel cost, Average of daily fuel price at the end of the month shall be used as an indicator. Fuel cost shall be revised on a monthly basis. The fuel price must reflect a legal source such as IOC website or quotations of supply of fuel for urban bus operations in Bhubaneswar.
- b. For change in cost of consumables, using the Wholesale Price Index, annually.
- c. For Manpower Cost, using change in Minimum Wages for relevant skill category for manpower deployed on Annual Basis/ using change in CPI-IW annually.

The Kilometre charge shall be revised based on following formula;

$$R_L = [R_L\text{-base}] + [R_L\text{-base} \times 0.50 \times (F - F\text{-base})/F\text{-base}] + [R_L\text{-base} \times 0.20 \times [(W - W\text{-base})/W\text{-base}]] + [R_L\text{-base} \times 0.25 \times [(L - L\text{-base})/L\text{-base}]]$$

Where

$R_L$  is the Kilometre charge for each Lot

**R-base** is the Base Kilometre Charge

**F** is present Price of Fuel/unit

**F-base** is the Base Year Price of Fuel/unit

**W** -is the Present Year Wholesale Price Index

**W-base** is the Base Year Wholesale Price Index (Latest Financial year or Calendar Year WPI whichever is nearer to the Proposal Due Date)

**L** is the Present applicable Minimum Wages for the relevant skill category for drivers

**L-base** is the applicable Base Year Minimum Wages for the relevant skill category for drivers

**18.6. Limitations to Liability of Authority for Operations and Maintenance**

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

**18.7. Liabilities arising from negligent driving and accidents**

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

**18.8. Fines and Compensation**

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

**19. TAXES AND STATUTORY LEVIES**

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

Sr No	Taxes and Charges	Parties responsible for payment
1	Roadworthiness/Vehicle Fitness certificate	Operator

Sr No	Taxes and Charges	Parties responsible for payment
2	Vehicle Registration Charges	Operator
3	Insurance premium for the Buses and other assets owned by the Authority	Operator
4	Motor Vehicle tax within Municipal Limits [Bhubaneswar]	Operator
5	Motor Vehicle tax outside Municipal Limits {Bhubaneswar}	Operator
6	Passenger Tax	Authority
7	Stage Carriage Permit	Authority
8	GST (if any)	Payable by the Operator and Authority as applicable

## 20. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR AND THE AUTHORITY

### 20.1. Obligations of the Operator

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

- 20.1.1. Operator shall refurbish the buses in accordance with terms and condition set forth in this Agreement.
- 20.1.2. Operation and Maintenance of Contracted Buses:
  - a. Operate and maintain the Contracted Buses in accordance with Specifications, maintenance manual and other information provided in Annexure to the Agreement.
  - b. Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes;
  - c. Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination;
  - d. Ensure that all recruited drivers shall hold commercial heavy duty vehicle



license valid since the last three years. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the BUS SERVICE operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.

- e. Make drivers and technicians for undergo orientation / familiarisation training programme at Bhubaneswar. Operator would also arrange for space, the training bus, fuel etc for said training programme at his cost.
- f. The training program shall be organised by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as updation training to existing manpower.
- g. Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day;
- h. Ensure safety and security of the passengers, personnel and any third party using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;
- i. Ensure safety and security of the Contracted Buses against theft or other forms of damage;
- j. Submit invoices in a timely manner in accordance with the terms contained herein;
- k. Maintain working capital equivalent to at least 1 (one) month's Operator Payment receivable from the Authority;
- l. Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays;
- m. Ensure that the Contracted Buses stop to pick up and allow the

passenger to get off at the nominated bus stations;

- n. Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Contract Period;
- o. Keep available any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Contract Period;
- p. Make adequate arrangement either in-house or outsourced for overhauling of bus aggregates, repair and retreading of tyres, repair of bus bodies, repair of accidental buses, etc to the satisfaction of the Authority.
- q. Make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.
- r. Shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses and the Project to enable provision of safer Bus Services to the passengers.
- s. Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- t. All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc as decided by Authority.
- u. Ensure at its own cost and expense and keep available at all times, any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- v. Submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- w. Agree to comply with all Applicable Laws including labour and local laws,

pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.

20.1.3. Co-operation with the Authority

- a. cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Contracted Buses or Bus Depots, Terminals and/or Parking Spaces;
- b. make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c. cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;
- d. co-operate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines if required. The Authority, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Operator or its personnel;
- e. Cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other contractual arrangements pertaining to Project.
- f. Maintain log books, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make log books available to Authority or its representative and answer all queries to its satisfaction.
- g. respond to all notices letters communications received from Authority

within the given time frame;

- h. provide all information, data, records, documents or information as may be required by Authority or Project Management Consultant , from time to time; and
- i. Participate in all the meetings, discussions as directed by the Authority from time to time.

20.1.4. Compliance with the terms of the Warranty and Good Industry Practice

- a. shall comply with all terms of Warranty and instructions that are provided as a part of the purchase order with each Contracted Bus;
- b. undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- c. carry out major overhauls of the Contracted Buses according to the number of kilometres travelled as per terms of the warranty/purchase order as provided by the bus manufacturer, Engine overhaul agency, AC system provider agency standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- d. shall comply with all the literature provided by bus manufacturer in terms of manuals, operating, and maintenance and safety instructions/manual to the Operator. The Operator shall be responsible for understanding the working of Contracted Buses allotted to it in all aspects specified above including safety features. Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for Contracted Buses shall be complied by the Operator;
- e. notify defects of any bus component or equipment and/or monitoring device that may be within the scope of the warranty/purchase to the order within [1 (one) day] of noting such defect, to the Authority and take prompt and immediate action as per the instructions of the Authority to remedy or rectify the defects. In the event that the Operator does not notify the Authority within the stipulated time period then it shall be liable to repair or remedy at its own cost and expense such defect, as per the

instructions issued by the Authority.

20.1.5. Annual Maintenance Contract

- a. In case of the operator does not have or does not develop in-house capacity for adequate maintenance of Contracted Buses, the Operator shall procure and maintain, at its own cost, an Annual Maintenance Contract with the manufacturer of the Contracted Bus or his authorized dealer and with the Bus Bodybuilder for the purpose of ensuring regular servicing and preventive maintenance activities for the Contracted Buses.

20.1.6. Record and Reporting Requirements

- a. maintain record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out Contracted Bus maintenance. The Operator shall submit the log books for inspection by Authority staff as and when demanded;
- b. submit to the Authority in a format as specified by the Authority from time to time:
  - i. a monthly report which shall include but not be limited to:
    - Progress reports
    - Status of all risks and issues.
    - Status of readiness the skilled staff to operate Contracted Buses and supervise Contracted Bus operation.
    - Status of Contracted Buses with regards to roadworthiness and compliance with highest maintenance standards/manufacturer's manual or instruction.
  - ii. report on an immediate basis reporting incidents requiring urgent attention of the Authority such as accidents, theft, etc.
  - iii. submit a summary of all the complaints on a monthly basis to Authority.
  - iv. submit copy of certificate of road worthiness of the Contracted Buses periodically every quarter.

20.1.7. Inspection:

Make available Contracted Buses to the Authority or its authorised personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.

Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non rectification/non action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.

It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may: (i) impose fines and/or damages in accordance with the terms contained herein; and/or (ii) terminate this Agreement.

20.1.8. Repair and Replacement

Subject to obtaining prior written permission of the Authority and any instructions/specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the specifications inside or on the outside of the Contracted Buses. In the event the Operator replaces or installs any equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

20.1.9. Appointment of Drivers and Staff

- a. appoint: (i) drivers holding a valid licence for a period of [3 (three)] years before the Appointed Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and (ii) appoint either on a temporary, permanent or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and other facilities related thereto at his cost for services as per the Agreement.

Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the Authority:

- persists in any misconduct,

- is incompetent or negligent in the performance of his duties,
  - fails to conform with any provisions of this Agreement, or
  - persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.
- b. be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.

- c. ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
- d. hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- e. ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users. The drivers and other personnel engaged by the Operator are required to be police verified.
- f. be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.
- g. make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance

of the Operator's obligations under this Agreement and shall at all times be the principal employer in respect of such labour and personnel.

20.1.10. Appointment of Operator's Manager

The Operator shall appoint qualified personnel to supervise and manage day to day operations and maintenance of the contracted buses and to act as a single point contact to manage all the communications and correspondence with Authority ("**Operations Manager**").

20.1.11. Payment of Taxes and Duties

Subject to Clause 18, make timely payment of all taxes and duties due and payable under Applicable Law.

20.1.12. Payment of Fines

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

20.1.13. No Alterations or Modifications of the Contracted Buses other the Refurbishment Plan

- a. ensure that there are no alterations in the Contracted Buses or any part thereof made at any point of time including the colour of such Contracted Buses unless provided in the Refurbishment Plan submitted to the Authority without the prior written approval of the Authority.
- b. ensure that no additional or new equipment, hardware or software is installed or used in the Contracted Buses without prior approval of Authority.
- c. shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other equipment or monitoring devices provided in the Contracted Buses

20.1.14. Complaints Redressal

- a. maintain a complaints register on every Contracted Bus, and shall ensure that the Complaint Register is not tampered with in any manner at any point of time.
- b. take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.



**20.2. Rights of the Operator**

The Operator shall have right to:

- 20.2.1. receive Operator Payment from the Authority as per the terms mentioned in this Agreement;
- 20.2.2. receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;
- 20.2.3. use Bus Depot subject to the terms of the Bus Depot Agreement and the terms provided herein; and
- 20.2.4. Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.
- 20.2.5. Exercise option to Buy contracted buses after successful completion of Agreement Period as per the terms specified in Clause 32 of the Agreement.

**20.3. Authority's Rights and Responsibilities**

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

- 20.3.1. Provide adequate infrastructure for water and electric supply to the Depot during the Agreement Period;
- 20.3.2. Provide to the Operator the Bus Depot right to use to the Operator in accordance with the terms of this Agreement and Depot License Agreement
- 20.3.3. Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO, and allow the Operator to operate the buses on its behalf under these Licenses;
- 20.3.4. provide and install monitoring devices on the Contracted Buses to enable real time tracking (including but not limited to CCTV camera or Vehicle Tracking System);
- 20.3.5. establish and operate a Central Control Centre to: (i) register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this Agreement; and (ii) monitor and supervise the functioning of the Operator; (iii) maintain records and reports in relation to the implementation of the Project;
- 20.3.6. provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same;
- 20.3.7. conduct regular inspections of Contracted Buses and the Project at any time

during the Contract Period. The Authority may penalise traveller commuting without ticket in cash as determined by the Authority;

- 20.3.8. provide the right of use and right of way to the Operator, in respect of the space for parking of Contracted Buses/ maintenance depot, together with the right to use and right of way for such space only for the purposes set forth in this Agreement;
- 20.3.9. have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security
- 20.3.10. have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and operability of the Bus Services.

## **21. INSURANCE**

### 21.1. Insurance During the Contract Period

- 21.1.1. The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Depot / Premises upto the end of the Contract Period such, including but not limited to the following;
- 21.1.2. Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act for required for registration of Buses in name of Authority and insurance / RTO charges if any for all subsequent years of contract.
- 21.1.3. 100% replacement cost for any loss and damages to Authority's Property/Project Asset/Premises with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.
- 21.1.4. Operator's all risk insurance with the Authority as co-beneficiary;
- 21.1.5. Comprehensive third party liability insurance.
- 21.1.6. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- 21.1.7. Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (1) to (6) with the Authority as

beneficiary/co-beneficiary.

21.1.8. The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all time during the Contract Period. Operator shall be solely responsible in case of failure of its renewal.

21.1.9. Apart from above, Any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the contract. Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the Contracted Buses.

**21.2. Evidence of Insurance Cover**

21.2.1. The Operator shall, from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Operator Agreement.

21.2.2. If Operator shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Operator.

**21.3. Application of Insurance Proceeds**

21.3.1. Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

21.3.2. The Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution is as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

21.3.3. For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset.

21.4. Validity of Insurance Cover: The Operator shall pay the premium payable on such

insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

## **22. APPOINTMENT OF PROGRAM MANAGER**

22.1. The Authority, at its own cost, shall appoint a reputed firm having adequate experience of operation and maintenance of Urban Bus Operator, as “Program Manager”. The Program Manager shall;

- Ensure compliance of the Performance Standards by the Concessionaire as per the provision of the agreement.
- Perform contract management and ensure enforcement of Contract Conditions during the Agreement Period.
- Develop Operation Plan, scheduling and Bus Deployment Plan for the Bus Service.
- Carryout Supervision, Monitoring and inspection of Buses, Depot development, maintenance and allied supporting system on behalf of the Authority.
- Evaluate and verify the invoices make recommendations in this regard.

## **23. OPERATION AND MAINTENANCE STANDARDS**

23.1. The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.

23.2. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan, and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.

23.3. The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without any causing disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:

- a. Fuelling
- b. Water topping of radiators
- c. Checking and topping of engine oils

- d. Checking of tyres
- e. Cleaning, sweeping and washing of buses including soap washing every week.
- f. Attending to defects reported by drivers.

23.4. In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness and a pollution control certificate from the relevant authorities for all the Contracted Buses from time to time.

23.5. In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component/spare parts/hardware/software/instrument, then the Operator shall reinstall/re-instate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority.

23.6. The Authority or representative of the Authority shall monitor the replacement or re-installation done by the Operator and shall determine whether the replaced or re-installed bus component/spare parts/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/hardware/software/instrument is of an inferior quality then the Authority shall consider this an Operator's Event of Default.

In the event of such breach in security, the Operator shall extend all co-operation to the Authority including but not limited to filing complains to the police and or any other investigation undertaken in relation thereof.

#### **24. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM**

24.1. In the event that any damages or need for repairs or complete replacement to the Contracted Buses and repair of Bus Depot or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator.

24.2. Authority shall re-imburse complete cost of to the operator for any such damage or loss, including for loss of full bus after deducting the insurance proceeds. In case of loss of full bus, operator shall replace the lost bus with another bus of broadly similar configuration, specifications, make and vintage. In all cases, the

repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

For the purpose of this clause, “**Vandalism**” is defined as destroying or damaging Contracted Buses, deliberately and/or for no reasons attributable to omission of act or breach of obligation of the Operator by the persons other than the employee or sub contractor of the Operator.

## 25. PERFORMANCE PARAMETERS AND LIQUIDATED DAMAGES

### 25.1. Evaluation of Performance of Operator

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

Sr. N	Performance Parameter	Appraisal Time Period	Mode of appraisal
1	Bus Maintenance	Monthly and Random Checking	Physical checking
2	Bus Operations	Daily basis	Through GPS system connected with Central Control Centre and operations registers to be maintained by the Operator and inspected by the Authority. (in case of non working condition of GPS)
3	Staff Behaviour	Through random checking	Physical checking during operation hours, complaint call and letters from passengers.

25.1.2. In the event the Operator fails to perform any parameter as highlighted in sub-clause (i) above it shall be liable to pay damages to the Authority for such non-performance in accordance with Annexure PB6 to this Agreement, provided however that no damages or incentives shall be payable for first 3 months of Operations Period for purposes of fine tuning the operations.

25.1.3. In the event the Operator fails to pay the damages for non performance in

accordance with the terms contained hereof, such damages shall be deducted from the Operation Payment to be made by the Authority against the Invoice raised by the Operator.

25.2. The total Damages payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category ("**Aggregate Damages**"). Provided however that the Aggregate Fines applied on the Operator in any Payment Period in terms of this clause shall be upto a maximum of 5% of the average payment made in the previous 3 (three) Payment Periods. In case Aggregate Damages payable by the Operator exceeds the limit 5% prescribed above for consecutive 5 (five) months, it shall be considered as breach of obligation by the Operator and shall entitle the Authority to consider it an Operator Event of Default in accordance with the provisions hereof.

25.3. In Addition to Liquidated damages specified above, failure to meet the Assured Fleet Availability shall attract the following damages over and above mentioned performance parameters.

25.3.1. If for Contracted Buses, the Assured Fleet Availability is not met with and such occurrence can be substantially attributed, in the opinion of the Authority, to acts of omission and performance of the Operator and substantially within the control of the operator, (such as driver absenteeism, poor operation and maintenance etc.), then damages would be payable by the Operator to Authority equal to 10% of revenue lost by Authority owing to such lower fleet availability. Such losses would be calculated based on daily average revenue.

25.3.2. As an illustration, for avoidance of doubt, damages Payable for 88% Fleet Availability against an requirement of 90 % of Assured Fleet Availability can be calculated as follows:

**90%-88% = 2% (Assured Fleet Unavailability)**

ADR = Average Daily Revenue per Contracted Bus for each type of Contracted Bus in relevant Lot in the preceding Seven (7) days prior to the day for which the losses are being calculated.

**Then damages payable for the day = 2% x total assured fleet size for Contracted Buses x ADR x 10%.**

The damages shall be separately calculated for each day and aggregated for each Payment Period for levy.

25.3.3. The Authority may add/delete/change/modify the parameters on which Fines can be applied in consultation with Operator(s). At least [30 (thirty) days] prior notice shall be given to the Operator before such additional fines can be applied. Fines levied shall be supported by reports of inspection done by the Authority or its authorised representatives including the reports maintained by the Central Control Centre.

## **26. CONFIDENTIALITY OBLIGATIONS OF OPERATOR**

### **26.1. Protection of Confidential Information**

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

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

Confidential Information shall not include information which:

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

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



### **26.3. Intellectual Property Rights**

- a) Operator shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Authority in relation to the BUS SERVICE Project and any modifications thereto or works derived there-from shall be the exclusive property of Authority at all times and Authority shall retain all right, title and interest in and to the same. Provided however that the Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the BUS SERVICE Project on specific approval of the same by Authority.
- b) After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed at the allotted sites by Operator for Authority under the BUS SERVICE Project for any purpose whatsoever.
- c) For purposes of the Agreement the terms “software”, “software programs” shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Operator in relation to the BUS SERVICE Project pursuant to the Agreement.
- d) Authority may in its sole discretion allow the use of any and all Buses used specifically for Authority in relation to the BUS SERVICE Project by Operator to a third party for the purpose of advertisements etc inside/outside the Buses.

## **27. EVENT OF DEFAULT AND TERMINATION**

### **27.1. OPERATOR’S EVENT OF DEFAULT**

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

- 27.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;
- 27.1.2 A resolution for voluntary winding up has been passed by the shareholders of the Operator;
- 27.1.3 Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such

amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;

- 27.1.4 Operator fails to comply with the Applicable laws, rules and regulations.
- 27.1.5 Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 27.1.6 Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 27.1.7 Operator stands incapable of supply of single fully built bus as per the specifications.
- 27.1.8 Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by the Authority.
- 27.1.9 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 27.1.10 The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 27.1.11 The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement
- 27.1.12 Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.
- 27.1.13 Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided exceeds value specified in the clause 25.2;
- 27.1.14 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and
- 27.1.15 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.

The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.

## **28. AUTHORITY'S EVENT OF DEFAULT**

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

28.1.1. The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.

28.1.2. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

## **29. TERMINATION DUE TO EVENT OF DEFAULT**

29.1. Termination for Operator's Event of Default

a. Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 ( Forty Five ) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("**Remedial Period**") and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.

b. In the event of termination for an Operator Event of Default, the Authority shall:

i. In case such termination occurs due to non completion of refurbishment of buses as per agreement conditions,

- a. Takeover peaceful and encumbrance free possession of the Contracted buses handed over to the Operator
- b. Be entitled to invoke and retain the Performance Security amount in full;
- ii. In case such event occurs after COD
  - a. Takeover peaceful possession without any Encumbrance of Contracted Buses, Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
  - b. Be entitled to invoke and retain the Performance Security amount in full;

29.2. Termination for Authority's Event of Default

- a. Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 45 ( Forty Five )days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non remedy of breach/default, issue a Termination Notice.
- b. Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:
  - i. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
  - ii. Takeover peaceful possession without any Encumbrance of all Contracted Buses, Bus Depot, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
  - iii. Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
  - iv. Permit Bus Operator to exercise option to Buy Buses from the

Authority at value and provisions better prescribed in the relevant clauses of this Agreement.

### **30. FORCE MAJEURE**

- 30.1. For the purposes of this Agreement the expression “Force Majeure” or “Force Majeure Event” includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions and if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event: (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.
- 30.2. As soon as practicable and in any case within [seven(7) days] of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:
- a. the nature and extent of the Force Majeure Event;
  - b. the estimated duration of the Force Majeure Event;
  - c. the nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event;
  - d. the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
  - e. any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- 30.3. As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub-clause (a), the Parties shall, hold discussions in good faith in order to:
- a. assess the impact of the underlying Force Majeure Event;
  - b. to determine the likely duration of Force Majeure Period; and
  - c. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event;
- 30.4. The Affected Party shall during the Force Majeure Period provide to the other

Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.

30.5. If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required in accordance with the terms contained herein;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement;
- d. when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect, and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed in accordance with the Agreement; and
- f. any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

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

30.7. Upon Termination of this Agreement on account of a Force Majeure Event, the

Operator shall be entitled to receive;

- a. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination
- b. Takeover peaceful possession without any Encumbrance of all Contracted Buses, Bus Depot, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator
- c. Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
- d. Permit Bus Operator to exercise option to Buy Buses from the Authority at value and provisions better prescribed in the relevant clauses of this Agreement.

### **31. CHANGE OF LAW**

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

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

Provided, *however*, Change in Law shall not include:

- a. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the date of execution of this Agreement;
- b. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Effective Date which is a matter of public knowledge;
- c. Any change in taxes, duties, levies, cess or any other form of charges;
- d. Non availability of any spare part, equipment, component due to price escalation or otherwise

31.2. Upon occurrence of a Change in Law, the Operator shall notify the Authority of

the following:

- a. The nature and the impact of Change in Law on the Agreement and Project; and

Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding sub-clause, the Authority and the Operator shall hold discussions in relation thereof.

### **32. HANDBACK ON TERMINATION**

- 32.1. The Authority shall retain the title and ownership of Contracted Buses in relation to the Project under this Agreement during the Agreement Period.
- 32.2. Upon completion of the Agreement Period due to normal efflux of time, the Operator shall have option to Buy the Contracted buses from the Authority at the "Book Value" of bus(es) or a value determined for each bus by a Government Approved Valuer whichever is higher. However in case the Operator does not choose to buy the Buses from the Authority, possession of all the contracted buses shall be handed over to the Authority free of any encumbrances and peaceful manner.
- 32.3. After successful completion of agreement period, operator shall hand over all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.
- 32.4. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover to the Authority free from Encumbrances the peaceful possession of all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.
- 32.5. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of all awarded/allotted Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.
- 32.6. The Operator shall have no right to seek the transfer of the Bus Depot Area or any other Movable or immoveable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.
- 32.7. Any immovable infrastructure, which may be constructed by the Operator shall



be transferred by the Operator to the Authority.

### **33. DISPUTE RESOLUTION**

#### **33.1. Amicable Resolution**

33.1.1. Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non completion of the Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

33.1.2. Either Party may require the Dispute to be referred to the Managing Director of BPTS for amicable settlement. Upon such reference, both the Parties and the Managing Director of BPTS shall meet at the earliest mutual convenience and in any event within 15(fifteen) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15(fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 33.2 below.

#### **33.2. Arbitration**

##### *33.2.1. Arbitrator*

In the event of any dispute arising between the Parties in relation to or under this Contract, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding.

##### *33.2.2. Place of Arbitration*

The place of arbitration shall be City of Bhubaneswar.

##### *33.2.3. Language*

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

##### *33.2.4. Procedure*

The procedure to be followed within the arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

*33.2.5. Enforcement of Award*

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

*33.2.6. Fees and Expenses*

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

*33.2.7. Performance during Arbitration*

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

**34. SUB CONTRACT**

- 34.1. The Operator shall not be allowed to sub contract any part of this Contract except activities related to Depot refurbishment and bus maintenance with prior approval from the Authority.

**35. INDEMNITY**

- 35.1. The Operator shall at all times, i.e. during the Contract Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator

or his agents, employees or sub-contractors.

- 35.2. The Operator shall be liable for and make good any damages which may be caused to Authority or to third parties, for non-compliance of any of its statutory/contractual obligations and responsibilities with respect to any party.
- 35.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.
- 35.4. The overall liability of the Operator under the Agreement, either through invocation of Performance Security or liquidated damages or fine or penalties or claim for indemnity), irrespective of whether the liability arises as a result of a single act or omission or a series of acts or omissions shall be limited to an amount equal to twenty per cent (20%) of the total payment received by the Operator in that Operation Year.

## **36. MISCELLANEOUS**

### **36.1. Governing Law and Jurisdiction**

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

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

### **36.2. No waiver of rights and claims**

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

### **36.3. Schedules and Annexure**

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

### **36.4. Supersession of earlier Agreements**

This Agreement represents the entire Agreement between the Authority and the Operator, and all agreements, correspondence, notes or any other document submitted or understandings made or reached by and between the Parties inter se

in respect of the subject matter of these presents prior to the date hereof shall be deemed to have been superseded and revoked on the execution of this Agreement.

**36.5. Notices**

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

If to Authority

(Name of the Concerned Official)

BPTS,

\_\_\_\_\_

\_\_\_\_\_

If to the Operator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All notices under this Agreement shall be in English.

**36.6. Counterparts**

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

**36.7. Assignment**

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

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

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

### **36.8. No Partnership**

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

### **36.9. Severability**

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

### **36.10. Representation and Warranties**

#### **36.10.1. Representation and Warranties of the Authority**

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

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;
- b. That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due

execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

**36.10.2. Representation and Warranties of the Operator**

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

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

**36.10.3. Exclusion of Consequential Losses**

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

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

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of BPTS

\_\_\_\_\_

BPTS,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Phone No.)

Email:

SIGNED, SEALED AND DELIVERED

For and on behalf of by: \_\_\_\_\_

\_\_\_\_\_

-----

**Annexure – PB1: FORMAT OF LETTER OF AWARD**

Ref.No:           \*\*\*\*\*

Date:            \_\_/\_\_/2017

To

\_\_\_\_\_

\_\_\_\_\_

**[Hereinafter referred to as the “Selected Bidder”]**

**Kind Attn: Ms/Mr. \_\_\_\_\_(Authorized Signatory)**

**Ref:**

1

2

3

**Sub:** Letter of Award (LOA) for Package - \_\_\_\_\_ (Hiring of Services for Provision / Refurbishment, Operation and Maintenance City Buses for Managing Public Transport in Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis).

**Dear Sir,**

- 1) Please have reference to
  - a. The above referred RFP issued by Bhubaneswar Puri Transport Services (hereinafter referred to as “**Authority**”), towards submission of Technical and Financial bids, in accordance with the Request for Proposal ; and
  - b. Your Technical and Financial bids dated \_\_\_\_\_read with subsequent correspondences (collectively the “**Proposal**”) for Operation of buses on Operate and Maintain basis through Gross Cost Contract for Bus Service.
  - c. Negotiation meeting held on \_\_\_\_\_ at Bhubaneswar (“**Negotiation Meeting**”) between Authority and your firm at Bhubaneswar.
- 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 Bus Operator 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 technical and Financial Bids submitted by your firm M/s. \_\_\_\_\_ and negotiation held on \_\_\_\_\_ with you, your firm has been identified as the Successful Bidder. Accordingly, this LOA is being issued to you by Authority, for undertaking the Contract for Operation of buses on Provision / Refurbish, Operate and Maintain basis through Gross Cost Contract for Bus Service in Bhubaneswar- Puri and Cuttack, subject always & exclusively to the terms hereof, the RFP and the Agreement to be executed as per the terms of the RFP, at the Aggregate Bus Operating Cost as referred in your Financial Proposal and as agreed between us are detailed below:

Sr. No	Package Number	Quantity of buses (Nos)	Quoted Aggregate Bus Operating Cost for 1 <sup>st</sup> year (Exclusive of GST)
1			
2			

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

- 4) Further, as per Clause 20 of the Vol II of the RFP, you are required to furnish unconditional and irrevocable Bank Guarantee (**BG**) of \_\_\_\_\_ (Rs. \_\_\_\_ Only) each, in favor of \_\_\_\_\_, from a Scheduled Bank, payable and enforceable at Bhubaneswar, towards the **Performance Security**, in the format prescribed as part of the RFP. The BG shall be submitted prior to signing of the Bus Operator Agreement.
- 5) It is further clarified that the BG towards Performance Security shall, in accordance with the provisions of the RFP and the Agreement, be maintained in full force and effect for the entire period of Contract, as defined and provided in the Volume 2 of the RFP, and if in case the availability of Bank Guarantee from the Banks for the length of the Contract is difficult to obtain, then the initial Guarantee maybe submitted valid for a period of 2 years, and which shall have to be renewed 45 days before its expiry.
- 6) You are further requested to execute with Authority, within 15 (Fifteen) days from the issuance of LOA, the Bus Operator Agreement, in the form set forth in the Volume III of the RFP.

- 7) 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 Proposal 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 Selected 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 Selected 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 Selected 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 Proposal or cancellation/revocation of this LOA, howsoever and whatsoever caused.

- 8) The Selected Bidder shall indemnify and keep indemnified Authority, its respective directors, consultants, contractors, officers, employees and/or agents, against all claims and loss, that they may suffer/ sustain or are likely to suffer/ sustain, due to or in relation to all/ any acts and omissions of the Selected Bidder, its employees, staff, personnel etc., pursuant to or in relation to this LOA, the RFP or the Bus Operator Agreement.
- 9) Subject to the provisions of (Clause 7) hereinabove, the arbitration clause here-under shall be a final and binding agreement between Authority and the Selected Bidder and shall survive the cancellation/ revocation /annulment of this LOA:
- (i) Any and all disputes controversy or claim, arising out of this LOA or the rights and obligations of the Authority and the Selected Bidder, under this LOA, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this LOA, shall be settled by arbitration by a sole arbitrator to be appointed by Authority or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.

- (ii) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The venue of arbitration shall be at Bhubaneswar, India and it shall be conducted in the English language.
  - (i) The arbitral award shall be in writing, state the reasons for the award and be final and binding on Authority and the Selected Bidder. The award may include an award of costs, including reasonable attorney's fees and disbursements.
  - (iv) The LOA shall be governed by the laws of India and all matters arising out of or relating to this LOA, the courts at Bhubaneswar, India shall have exclusive jurisdiction.
- 10) It may additionally be noted that this LOA is only intended to convey Authority's acceptance of your Proposal, 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.
- 11) 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 seven (7) 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**

**AGREED and ACKNOWLEDGED BY**

We, **M/s** \_\_\_\_\_ (the 'Selected Bidder'),  
a company incorporated under the \_\_\_\_\_ (Indian Companies Act, 1956/  
Registered Partnership firm/ Registered Proprietorship) and having its registered office at  
\_\_\_\_\_ do hereby  
acknowledge the receipt of the LOA and undertake to absolutely and unconditionally comply  
with the terms and conditions contained herein.

SIGNATURE: \_\_\_\_\_

NAME OF AUTHORIZED. SIGNATORY: Mr. [.....]

**Annexure – PB2: Format of Bank Guarantee for Performance Security**

To

**Managing Director**

**Bhubaneswar Puri Transport Services**

**BMC Campus, Kalpana Square,**

**Vivekananda Marg,**

**Bhubaneswar-751 014, Odisha.**

Agreement No. .... Date .....

This Deed of Guarantee made this day of \_\_\_\_\_2017\_\_\_ between Bank of \_\_\_\_\_(hereinafter called the “Bank”) on the one part, and \* \_\_\_\_\_(hereinafter called “the Authority”) of the other part.

Whereas Authority has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: \_\_\_\_\_ (Name of Operator) (hereinafter called the Operator).

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).

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 Operator. 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.

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.

This Guarantee is valid for a period of \_\_\_\_\_ (Duration in \_\_\_\_ days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least \_\_\_\_ days/months longer than the anticipated expiry date of the Bus Operator Agreement (as the case may be) as stated in the 'RFP / Bus Operator Agreement'. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.

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 Bus Operator Agreement, 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.

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Operator.

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.

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.

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 authorised.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorised 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

**Annexure – PB3: Draft Depot Re-Construction Agreement**

**January 2018**

**Bhubaneswar Puri Transport Services (BPTS)** , a company incorporated under the provisions of the Companies Act 1956, having its registered office at **BMC Campus, Kalpana Square, Vivekananda Marg, Bhubaneswar-751 014, Odisha.** (hereinafter referred to as the “**Authority/BPTS**”, which expression shall include its successors and permitted assigns);

**AND**

[\_\_\_\_\_], a \_\_\_\_\_ incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm having its registered office at [\_\_\_\_\_] (hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns);

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

**WHEREAS**

- A. Authority is legally empowered and mandated to plan, schedule, own, manage, operate and maintain the Bus Service in Bhubaneswar- Puri cities and other peripheral towns. The Authority is planning to upgrade and expand the city’s Bus System. As part of this plan, the Authority is deploying 310 (nos) Standard and Midi buses comprising three packages through the Gross Cost Contract with private operators selected through open competitive bidding.
- B. The Operator has been awarded Package\_\_\_\_ and Bus Operator Agreement in this regard has been signed on\_\_\_\_\_. As part of Operator’s scope of work specified in the Agreement, the Operator has agreed to Re- Design and re- Construct Existing bus depot at Pokhariput on Engineering, Procurement, Construction Basis. Whereas Authority shall bear entire cost of depot development.
- C. The Authority and the Operator are hereby entering into this Depot Construction Agreement as Sub Contract to the Bus Operator Agreement to implement the Project of re - Design and re - Construction of Existing bus depot at Pokhariput, Bhubaneswar.



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

## **A. General**

### **1 Definitions**

Terms which are defined in the Technical Specifications are not defined in the conditions of Contract but have their defined meanings. Capital initials are used to identify defined terms. "**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.

"**Applicable Laws**" means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement or Contract.

"**Applicable Permits**" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions, operations and maintenance of the Works/Project during the subsistence of this Agreement.

"**Bill of Quantities**" means the priced and completed Bill of Quantities Approved by the Empowered Committee

"**Completion Date**" is the date of completion of the Works as certified by the Authority and Completion Certificate issue accordance with Contract conditions.

"**Completion Period**"/ "**Construction Period**" shall be within 12 (Twelve) months (to be finalized) from date of site handover as specified in issue of Notice to Proceed for Bus Depot Project.

"**Contract or Agreement**" is the Contract between the Authority and the Operator to execute, complete, and maintain the Works. It consists of the documents listed in General Condition of Contract.

"**Contract Period**" shall be the period starts from date of signing of this Agreement and ends

at the end Defect Liability cum Maintenance Period.

**“Completion Date”** is the date on which Completion Certificate has been issued as per the provision of Contract.

**“Days”** are calendar days; **months** are calendar months.

**“Defect”** is any part of the Works not completed in accordance with the Contract.

**“Performance Certificate”** is the certificate issued by Authority, after the Defect Liability Period cum Maintenance Period has been ended and upon correction of Defects by the Operator.

**“Drawings”** meaning all drawings approved by the Empowered Committee.

**“Estimated Project Cost”** means the project cost Approved by the Empowered Committee.

**“Authority”** is the party (BPTS), who employs the Operator to carry out the Works, including routine maintenance, Authority, may delegate any or all functions to a person or body nominated by him for specified functions.

**“Empowered Committee”** means the Committee appointed by the BPTS to act in replacement of the Authority and as better defined in the clause 4 of the Contract.

**“Equipment”** is the Operator's machinery and vehicles brought temporarily to the Site to construct the Works.

**“Force Majeure Event”** shall have the meaning set forth in Contract condition.

**“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, construction, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

**“Intended Completion Date”** is the date on which it is intended that the Operator shall complete the Works. It shall be 12 (Twelve) months (to be finalized) from date of site handover as specified in issue of Notice of Award for the Project.

**“Materials”** are all supplies, including consumables, used by the Operator for incorporation

in the Works.

**“Material Adverse Effect”** means any act or event of either Party which causes a material financial burden or loss to the counter party.

**“Parties”** shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

**“Plant”** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function as may be required for execution of this Contract.

**“Site”/ “Project Site”** is the area defined in which project is executed .The exacts locations and area of Existing Bus Depot is described in RFP.

**“Site Investigation Reports”** are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

**“Start Date”** The start date shall be the date of site handover as specified in Notice to Proceed with the work.

**“Sub-Contractor”** is a person or corporate body who has a sub contract with the Operator to carry out the construction work in the Contract, which includes work on the Site.

**“Technical Specification”** means the Specification of the Works as approved by the Empowered Committee.

**“Termination”** shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

**“Termination Date”** shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.

**“Termination Notice”** means communication issued in accordance with this Agreement by one Party to the other Party for terminating this Agreement.

**“Temporary Works”** are works designed, constructed, installed, and removed by the

Operator that are needed for construction or installation of the Works.

**“Quantity Variation”** means difference in quantities of items from estimated and actual, which is required to complete the Work as per the Technical Specification.

**“Price Variation”** means difference in prices of items from estimated and actual, which is required to complete the Work as per the Technical Specification.

**“Vandalism”** means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or sub Operator of the Operator.

**“Works”** or **“Project”** is defined as the scope of works defined in Bus Operator Agreement or elsewhere specified in this Bidding documents, which Operators shall be required to perform (re-construct, install, maintain, and give back to the Authority).

## **2 Interpretation**

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about these Conditions of Contract.

2.2 The following documents shall be deemed to form and be read and construed as part of Agreement/Contract, and shall be interpreted in the following order of priority:

- 1) Proposal (RFP) for Hiring of Services for Provision / Refurbishment, Operation and Maintenance of City Buses for Managing Public Transport In Bhubaneswar – Puri – Cuttack on Gross Cost Contract Basis In Three Packages (Volume-1, Volume-II & Volume-III)
- 2) Designs, Drawings, Technical Specifications and Bill of Quantities approved by the Empowered Committee
- 3) Notice to Proceed with the Work,
- 4) Special Conditions of Contract,
- 5) General Conditions of Contract and
- 6) Any correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the

Agreement, or by way of revised or improved understanding of any terms of the Agreement.

It is clarified that in case of conflict between the documents mentioned above, the detailed terms specified in the Agreement, the Agreement shall have overriding effect.

### **3 Scope of Work**

The Scope of the Work of this Project shall mean and includes followings.

#### **a) Re-Design and Re - Construction of existing Bus Depot:**

- I. The Operator, based on basic design guidelines, Depot Layout and technical specifications provided in the RFP, shall prepare detailed re - design, good for construction drawings, Bill of Quantity using applicable Schedule of rates published by the State Government or based in Market rate supported by valid evidences of SOR are not available, Estimated Project cost and technical Specifications. The detailed design would broadly include but not limited to the following;
  - Layout plans, i.e., site plans
  - Utilization of space
  - Circulation Plan for buses, private vehicles, pedestrians
  - Bus Parking and Maintenance area plan
  - Depot Administration Office, Storerooms, driver rest rooms and utility plans
  - All Floor Plans
  - Sections & Elevations
  - Material Specifications of all components of Project Facilities
  - Energy Efficiency Measures
  - Any other requirement as per applicable laws
- II. The Operator shall submit above documents within 90 days from the date of signing of the Contract. Failing to which Authority shall impose liquidated damages at Rs. 1000/- per day as liquidated damages for additional 30 days from the date of expiry of initial timeline of 90 days. In the event of non-submission the documents mentioned in the point I above upon completion of additional 30 days, the Authority shall considered it as Operator's event of default.

- III. The documents mentioned in the point I above shall be assessed and approved by an Empower Committee appointed by the Authority pursuant to the provisions specified in the contract.
- IV. Re- Construction of bus depot/workshop including Internal road, other civil works, installation, testing and commissioning of electrical work, fire fighting work, plumbing, drainage work, interior works, signage, landscaping work, and HVAC works etc. as per the drawings attached, Technical Specification and BOQs.
- V. Any other item of work as may be required to be carried out for completing the bus depot/workshop in all respects and connecting the same with Urban Bus System in accordance with the provisions of the Contract.
- VI. Site clearance, removal of tree stumps and dismantling of obstructions, encroachments etc if any before commencement of the Works;
- VII. True and proper setting out and layout of the Works, setting of benchmarks, preparation of working drawings where required and provisions of all necessary labour, instruments, and appliances;
- VIII. Any other item of work as may be required to be carried out for completing the Bus Depot in all respects in accordance with the provisions of the Contract.
- IX. The Work shall be completed by Intended Completion Date.
  - b) After Completion of Work, The Operator shall Transfer the Possession of Re constructed Depot to the Authority and subsequently shall enter in a Depot Lease Agreement as per the format provided in the RFP. The Operator shall be responsible for operation and maintenance of Depot till the Bus Operation Period as per the provisions of the Bus Operator agreement and Depot Lease Agreement signed between the Authority and the Operator.
  - c) The Operator is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair& Maintenance Period as per the relevant clause of Bus Operation Agreement and Technical Specification.

- d) The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract.
- e) The Works shall also include followings.
  - i. Coordinate with concerned authorities for cutting of trees, shifting of utilities if required and removal of encroachments etc and making the site unencumbered from the project construction area required for completion of work. This will include initial and frequent follow-up meetings / actions / discussions with concerned Contract / authorities. The Operator will not be entitled for any payment for the coordination work.
  - ii. Payment for cutting of trees and shifting of utilities as required by the concerned department shall be made by the Authority. The Authority will also assist for expediting and facilitating cutting of trees, shifting of utilities and removal of encroachment etc.
  - iii. Carry out the work of tree cutting, utility shifting, reallocation of religious places, wells, tanks etc. and payment for the same shall be made on the basis of proposals/estimate submitted by concerned state authorities and as per the Authority's assessment.
  - iv. During the period of the Contract, all existing roads within the Right of Way (ROW) shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be provided and maintained as necessary to protect the Works as directed by the Authority. Traffic safety measures during construction shall be provided in accordance with Indian Standards / MoRT&H and IRC guidelines.
  - v. Ensuring quality assurance of various components of the Works as per Technical specifications and relevant standards prevailing in the market.
  - vi. Providing and maintaining fully equipped laboratory for testing and site office, including the supply of testing equipment and consumables; all as prescribed in the relevant specifications. If an in-house laboratory is not maintained, then

testing shall be done at a laboratory directed/ approved by Empowered Committee.

- vii. Submission of Completion Drawings/as built drawings and other related documents as directed by Authority.
- viii. Any other item as directed by the Authority including insurance cover.
- ix. All stipulated measures regarding labour employment and their welfare are to be complied with.
- x. Clearing of site before handing over of the Works;
- f) **Availability of the Project Area:** The Authority shall provide the Site/Project Site for Bus Depot/Workshop works. However, the Operator shall have to make his own arrangements for the land required by him for borrow areas, quarries, site offices, testing laboratories, labour camps, other camps, etc if required.
- g) The Operator is required to complete the work within the period stipulated in table given in the Notice Inviting Tenders from the Date of Site Handover Date.
- h) The Authority may engage a Supervision Consultant or any other person to act as Authority for the project. There may be a Project Director of the Authority acting as the Authority's representative.
- i) Performance and fulfilment of all obligations of the Operators in accordance with the provisions of Contract Conditions and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under this Contract.

#### **4 Empowered Committee for Execution of Work**

4.1 The Authority shall, after signing of the Contract shall constitute an Empowered Committee ("Empowered Committee"/"EC") for execution of following scope of work;

1. Finalisation of Design, Drawings, BOQs and Technical Specifications;
2. Selection of Sub-Contractor based on the eligibility and qualification criteria provided in the Contract;



3. Supervision and Monitoring of the quality and timely execution of work and approval of running as well as final bills submitted by the Operator and;

4. Overall contract management.

4.2 The Empowered Committee shall comprise of representatives from the State Government. Concerned Officials of the Authority, independent experts and representatives of the Program Manager.

4.3 The Committee shall be empowered to take independent decisions with regard to approval of drawings, designs, BOQs, Technical Specifications, Bills as well decisions pertaining to any event/issue that may arise as consequence to the enforcement of this contract during the currency of Contract.

4.4 The Committee shall report directly to the Managing Director BPTS.

4.5 The Committee shall meet every 15 days at pre-determined date, time and venue from the date of its formation.

4.6 The committee shall have right to assess the proposal, sought clarification with regard to designs, drawings, BOQ, Technical specifications, cost estimates and any other documents submitted by the Operator with regard to execution of the work.

4.7 The committee shall have right to receive report with regard to progress of the work and to levy liquidated damages in case of delay in any milestone beyond the permissible limit.

4.8 Committee shall response any submission made by the Operator within the reasonable timeline mutually agreed by both the parties.

## **5 Language and Law**

5.1 The language of the Contract documents is English and the law, which applies to the Agreement, is the law of Union of India and applicable State laws of Odisha State.

## **6 Authority's Decisions**

6.1 Except where otherwise specifically stated, the Authority will decide contractual matters between the Authority and the Operator in the role representing the Authority. However, if the Authority is required under the rules and regulations and orders of the Authority to obtain approval of some other authorities for specific actions, he will so obtain the approval.

6.2 Except as expressly stated in the Agreement, the Authority shall not have any authority to relieve the Operator of any of his obligations under the Agreement.

## **7 Delegation**

7.1 The Empower Committee, with the approval of the Authority, may delegate any of his duties and responsibilities to other people, after notifying the Operator, and may cancel any delegation after notifying the Operator.

## **8 Communications**

8.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **9 Subcontracting**

9.1 In the event of the Operator not having in-house capacity to execute the work, it hereby agrees to appoint a Sub-Operator possessing eligibility and qualification as follows;

### **9.1.1 Eligibility of Sub-Contractor**

- A. Sub-Contractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self Government body.
- B. Sub-Contractor should not be blacklisted by any government organization/ company/ institution/ body.
- C. Sub-Contractor (including all sub Operators of the Sub-Contractor) shall not be affiliated with a firm or entity which;

- i) has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or
  - ii) has been hired (or is proposed to be hired) by the Authority as Authority for the Agreement.
- D. Only the Parties which are constituted as Companies under the Indian Companies Act, 1956, or Partnerships under the Indian Partnership Act or Proprietorships shall be eligible to be appointed as a single Sub-Contractor only. Individuals or any other forms of legal entities shall strictly not be eligible.
- E. The Sub-Contractor should be profit making firm (As per last audited financial statement) and its Net worth of last audited financial year should be positive.
- F. Consortium/ joint venture is permitted as Sub-Contractor.

#### **9.1.2 Qualifications for the Sub-Contractor**

- A. Has achieved average annual audited turnover of not less than 30% of the Estimated Project Cost in last three financial years (beginning from 2014-15).

Turnover Figure shall be multiplied with the multiplication factors/Indexation factors specified below in order to bring to 2016-17 prices.

Such turnover shall be from construction activities only as certified by the auditors of the company and necessary supporting documents/ certificates certified by statutory auditors to be submitted to clearly support the same. The income such as Interest income, trading income will not be considered for the turnover criteria.

- B. Experience of having successfully completed Similar Nature of Work of following value during last five years (2012-13) as Prime Operator ending last day of month previous to the one in which applications are invited should be either of the following:

- (i) At least three similar completed works, each costing not less than the amount equal to 40% of the Estimated Project Cost.

**OR**

- (ii) At least two similar completed works, each costing not less than the amount equal to 50% of the Estimated Project Cost

**OR**

- (iii) One similar completed works costing not less than the amount equal to 80% of the Estimated Project Cost.

The meaning of **Prime Operator** is as follows: *“The Sub-Contractor acted as either single Operator or lead member of the consortium/Joint Venture for execution of similar nature of project. The Sub Contractor displaying experience as lead member of consortium/joint venture, the weightage towards experience in the project would be given in proportion of its participation share in the Joint Venture/Consortium”*

***Those Projects executed as sub-Contractor shall not be considered as eligible projects and hence not been considered for Evaluation.***

***The similar nature of work shall mean Good quality architectural M.S fabrication works for Malls, Multiplexes and Sports facility for the area of more than \_\_\_\_\_ sq.mtr***

The Sub-Contractor is required to submit evidences in terms of necessary supporting documents AND client certificates.

Multiplication/ indexation factors shall be applied to the value of Similar Nature of Work that Sub-Contractor has executed (as specified in Completion Certificate) to bring it to 2016-17 prices. These factors are specified below.

Financial Year	Multiplication/Indexation Factor
2016-17	1.0
2015-16	1.1
2014-15	1.21
2013-14	1.33
2012-13	1.46
2011-12	1.61

- C. The bidding capacity/Work execution capacity of the Sub-Contractor has to be equal to or more than the estimated project cost, approved by the Empowered Committee. The bidding capacity shall be worked out using the formula:-

$$\text{Bidding capacity/ Work Execution Capacity} = [A * N * 2] - B$$

$$= \underline{\hspace{2cm}}$$

Where, A = Maximum value of works executed in any one year during the last 3 years updated to current price level as per multiplication indexation factors provided above.

N = No. of years prescribed for completion of works for which bids has been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids has been invited.

The Sub Contractor is required to submit the annual income/ turnover from "civil construction contractual activities" only for last 3 financial years (beginning from 2014-15) certified by statutory auditors and also submit evidence in terms of work orders/ LOA of existing commitments and ongoing

works to be completed during the period of completion of work for which bids has been invited.

- D. The Sub-Contractor shall have “AA” class Contractor registration with Bhubaneswar Municipal Corporation/ State PWD, and/or CPWD and/or any other Government department for civil construction works.
- E. The Sub-Contractor shall have to provide Solvency certificate for an amount equal to 20 % of the estimated cost of works in addition to the amount of works on hand still to be executed by The Sub-Contractor.
- F. Submit proposed methodology in sufficient detail and programme of construction backed with equipment planning and deployment duly supported with broad output calculation and quality assurance procedures proposed to be adopted justifying the adequacy of the Sub-Contractor’s proposal to meet the technical specification and the completion of work within the stipulated period of completion.

9.2 The Operator shall submit documentary evidences to the Authority showcasing Eligibility and Qualification of the Sub-Contractor as provided above. The Operator shall be able to appoint the Sub-Contractor only upon written approval from the Authority after satisfactory assessment of The Sub-Contractor’s credentials.

9.3 The Operator shall enter in to a Sub- Contract agreement with the Sub-Contractor constituting the provisions of this Agreement.

## **10 Obligations of the Operator**

### **10.1 General Obligations of Operator**

- a) Subject to and terms and conditions of this Agreement, the Operator at its cost and expense shall undertake survey, Engineering, procurement, construction, installation, electrical fittings, fire fighting , plumbing work and maintenance of the Project and fulfil and comply with all obligations set out in the Agreement Conditions, Scope of Work, BoQs, Technical Specifications and Drawings.
- b) Comply with applicable laws and permits in performance of its obligations during Construction and Defect Liability Period cum Maintenance Period.

- c) Performance of all obligations under this Agreement in accordance with the Technical Specifications, Contract Conditions, Good Industry Practice and as a reasonable and prudent person.
- d) Ensure Sub-Contractor executes the Work as per the provisions and requirements of the this Agreement.
- e) The Operator shall remedy all loss or damage to the Project or Material to be incorporated in the Project from the Start Date till the end of the Defect Liability Period cum Maintenance Period at Operator's cost if such loss or damage is attributable to the Operator's acts or omissions.
- f) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Operator's obligations under this Agreement.
- g) Operator shall 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.
- h) Operator shall support, cooperate with Authority and facilitate the Authority in the implementation and maintenance of the Project in accordance with the provisions of this Agreement.
- i) The Operator should take up the Works as decided by the Authority to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles till the completion of the Works.
- j) Operator shall take insurance policies of Works, Plant & Materials, its employees and Third party insurance as per the provision of this Agreement.
- k) The Operators shall also give a list of machineries in his possession and that he proposes to use the work.
- l) The Operator is responsible for safety of its people deployed on Project. He shall have to arrange for the supply of gumboots, Hand gloves, mask etc. invariably to the laborers/workers engaged by the Operator on asphalt work.
- m) The Operator shall deploy adequate and good quality of equipments required for maintenance of road. It also has to abide by the direction of Authority during the work.
- n) The Operator shall not have any legal rights on the Site and the Operator is required to use Project site to carry out the Project Works only.
- o) The Operator is required to provide the colour photograph displaying the date and time of Completed Work along with the Bill as and when demanded by Authority.

- p) Operator shall have to deploy adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc to carry out the work.

#### **10.2 Cooperation with Other Operators**

- a) The Operator shall cooperate and share the Site with other Operators, public authorities, utilities and the Authority if Authority so demands or as referred in Technical Specifications. The Operator shall also cooperate with them or provide any facilities as demanded by Authority.

#### **10.3 Employment of competent Personnel**

- a) The Operator shall employ competent technical personnel or other technical persons approved by the Authority for the construction work and routine maintenance/Maintenance Work. The Authority will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than existing competent technical personnel.
- b) If the Authority asks the Operator to remove a person who is a member of the Operator's staff or work force, stating the reasons, the Operator shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Agreement.
- c) The Operator shall not employ any retired officer who has worked in the Contracting Department of the BPTS and has either not completed two years after the date of retirement or has not obtained BPTS's permission to employment with the Operator.

#### **10.4 No Advertisement on Project Site by Operator**

- a) Project or any part thereof shall not be used in any manner to advertise any commercial product or services by Operator. It is agreed that Operator can only display diversion or safety related displays during the execution of Works and during defect liability period.

#### **10.5 Operator to Carry out the Works**

- a) The Operator shall carry out construction, repair and maintain the Works in accordance with the Technical Specifications, Scope of Work, Drawings, BoQ and Good Industry Practice at places to be intimated later or as per the direction of Empowered Committee. Any breach or deviation from the Technical Specifications leads to Damages and Penalties. The Damages and Penalties shall be commensurate with the type and nature



of the Default or breach. The deviation from the Technical Specifications shall only be permitted to the extent permitted by the Authority.

- b) Operator shall bear full risk in and take full responsibility for the care of the Works/Project and Materials, equipments for incorporation therein from Start Date until the end of Defect Liability Period cum Maintenance Period except to the extent that any loss of or damage to the same shall arise out of any default or neglect of Authority.

#### 10.6 **Electricity, Water and other services**

- a) The Operator shall be responsible for the provisions of all electricity, water and any other services that may be required for execution of Works.
- b) **Water Supply:** The Operator shall arrange at his own cost, a suitable supply of piped water for the construction of the works and provide a satisfactory supply of potable water for drinking, washing, sanitation, cleaning down and as may be required for execution of Work. The Operator will be responsible for all the costs where applicable of connection, meter installation, water consumed, water required for testing purposes, disconnection and the laying, maintenance and ultimate removal of any distribution system around the site. If Operators wishes to get the water supply from BPTS, if available then water connection at one point will be given. The Operator will arrange balance distribution. Recovery at the actual charges as per prevailing norms of the BPTS will be deducted for the actual consumption from each RA bill. In case of non-availability of water supply by BPTS, then it is the responsibility of the Operator to arrange for the water supply at his own.
- c) **Electricity:** The Operator is required to obtain electricity connection at project site in the name of BPTS. The cost of obtaining such electricity connection shall be reimbursed by BPTS. The Operator is required to bear the electricity expenses during the construction/execution of Work and make regular payment of electricity expense during the construction/execution of work. In case if there is any delay in obtaining electricity connection supply of power at site or any interruption or fault in the power during the work, the Operator is required to make its own arrangement, at its cost, for obtaining power/electricity supply for execution of work. In such circumstances, No compensation shall be paid for idle labour staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-

payment of power consumption charges, BPTS reserves the right to deduct the same from the RA/ Final Bills of the Operator.

- d) Operator will be required to conduct testing of material as mentioned in Technical Specification, at BPTS approved laboratories.

#### **10.7 The Works are to Be Completed by the Intended Completion Date**

- a) The Operator may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Operator, as updated with the approval of the Authority, and complete them by the Intended Completion Date. Any delay leads to the Liquidated Damages as specified under relevant clause of this General Conditions of Contract.

#### **10.8 Safety**

- a) The Operator shall be responsible for the safety of all activities on the Site. The Operator shall strictly comply with all applicable safety standards and safety standards as specified in Technical Specifications in addition to the safety standard suggested by MORTH and IRC guidelines.
- b) The Operator shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the Agreement and for the proper provision of temporary road, way, foot way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.
- c) All the arrangements made for fencing and lighting shall be maintained by the contractor throughout the Agreement till the physical taking over of the work by the Authority.
- d) The Operator shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons employed on the site and shall maintain them

in the same conditions suitable for immediate use at any time and shall comply with the following regulations in connection there with :

- (i) The workers shall be required to use the equipment so provided by the Operator and the Operator shall take adequate steps to ensure proper use of the equipment by those concerned.
  - (ii) When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and necessary steps shall be taken for the prompt rescue of any person in danger.
  - (iii) Adequate provision shall be made for prompt first aid treatment or injuries likely to be sustained during the course of the work.
- e) The Operator shall be responsible for and shall pay the expense of providing medical to any workmen or any personnel who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the Authority the same shall be recoverable from the Operator forthwith and be deducted without prejudice to any other remedy of Authority from any amount due to that may become due to the Operator.

#### **10.9 Liability in case of Damage done in surrounding areas**

- a) Compensation for all damage done intentionally or unintentionally by Operator's labourers whether in or beyond limits of BPTS, property shall be estimated by the Empowered Committee, or such other Officer as he may appoint and the estimates of the Empowered Committee, subject to the decision of the Additional Authority, on appeal, shall be final and the Operator shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Operator as damages from Performance Security or deducted by the Empowered Committee from any sums that may be due or become due from Municipal Corporation to the Operator under this Agreement or otherwise.
- b) The Operator shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

#### **10.10 Obligations regarding labour laws**

The Operator shall have to adhere to the applicable labour laws including for wages during the Agreement.

#### **10.11 Operator to Execute the Works**

- (i) The Operator shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with Technical Specifications, Drawings and Good Industry Practice.
- (ii) The Operator shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Empowered Committee. The design and the drawings shall be lodged in the office of the Empowered Committee to which the Operator shall be entitled to have access for the purpose of inspection at such office during office hours.
- (iii) Where the instructions referred to above are not contained in separate letters addressed to the Operator the same shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The Operator shall be required to sign such entries in the work-order book, which shall be maintained and kept on the site of the work. The Operator shall be required to sign such entries in the work-order book in token of having noted the instructions. However, if the Operator fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the Operator on the site of the work during office hours.

#### **10.12 Obligations relating to Ownership of Operator Company**

Operator shall not undertake or permit any changes in its ownership, except with the prior approval of the Authority during the Agreement Period.

#### **10.13 Operator's Risk**

- a) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Agreement on any default or neglect of Operator is the responsibility of the Operator.

### **11 Obligations of the Authority**

#### **11.1 General Obligation of Authority**

- a) Authority is responsible for correctness and completeness of the Scope of the Project.
- b) Authority shall provide Site to Operator for carry out its obligations under this Agreement and Scope of Work.
- c) Procure all applicable permits relating to the environment protection and site conservation if applicable.
- d) Upon written request from the Operator, subject to Operator complying with applicable law, provide reasonable support to Operator for obtaining applicable permits.

## **12 Liability of accidents to persons**

12.1 Responsibilities and liabilities, of the Operator under Workmen's Compensation Act following shall also apply in addition to followings:

- a) On the occurrence of an accident, which result in death of workmen employed by the Operator or which is so serious as is likely to result in death of any such workmen, the Operator, shall within 24 hours of happening of such accident(s) intimate, in writing to the Authority the fact of such accident(s). The Operator shall indemnify BPTS (BPTS) against, all loss or damage sustained by the BPTS resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the BPTS as a consequence of BPTS failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).
- b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the Operator or by the Government as principal Authority, it shall be lawful for the Authority to retain cut of money due and payable to the Operator, such sum or sum of money as, may, in the opinion of the Authority, be sufficient to meet such a liability. The opinion of the Authority shall be final in regard to all matters arising under this clause.

## **13 Insurance during the Construction Period and Defect Liability Period cum Maintenance Period**

The Operator shall, at its cost and expense, purchase and maintain during the Construction Period and Defect Liability Period cum Maintenance Period, such insurances as are necessary including but not limited to the following:

- (a) Fire and allied natural calamities for the Project, Plant and Machineries at replacement value with the Authority as beneficiary;
- (b) Operator's all risk insurance.
- (c) Comprehensive third party liability insurance including injury or death to such third parties who may enter or are in the vicinity of the Project Site;
- (d) Workmen's compensation insurance;
- (e) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Agreement; and
- (f) Loss or damage to the plant, material and equipment.
- (g) Personal injury or death of employee of Operator and/or Authority.

Any other insurance that may be necessary to protect the Operator, its employees and the Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (g).

13.1 Insurance policies and certificates for insurance shall be delivered by the Operator to the Authority for the Authority's approval before the Start Date and all such insurance shall provide for compensation to rectify the loss or damage incurred or injury or death as specified in relevant clause.

### 13.2 **Application of Insurance Proceeds**

- (a) All moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project or any part thereof which may have been damaged or destroyed and claims payable to Third Party arising out of injury or death to such third parties who may enter or are in the vicinity of the Project Site.
- (b) Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- (c) For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums as are required from the insurance proceeds for restoration, repair and renovation of the Project shall be released by the Authority to the Operator and balance, if any, shall be retained by the Authority.

### **13.3 Validity of the Insurance Cover**

The Authority shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Construction and Defect Liability Period cum Maintenance Period and furnish copies of the same to the Authority for each year/policy period. If at any time Operator fails to purchase and maintain in full force and effect any and all of the Insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Operator by encashment of performance security or deduct from the remaining bills of the Operator.

### **14 Discoveries**

14.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority. The Operator shall notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.

### **15 Possession of the Site**

15.1 The Authority shall handover the Site to the Operator free from encumbrances to carry out Works. The Operator may have to accommodate/ adjust with other Operator/s if required by Empowered Committee.

15.2 Upon completion of Works and as per condition of Agreement, the Operator shall handover the Site free from all encumbrances.

### **16 Supervision of Works**

16.1 All works under or in course of execution or executed in pursuance of the Agreement shall, at all times be open to the inspection and supervision of the Empowered Committee or its authorised representatives, the Operator shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Empowered Committee or its authorised representatives to visit the works shall have been given to the Operator, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present, for that purpose. Orders given to the Operator's

duly authorized agent shall be considered to have the same force and effect as if they had been given to the Operator himself.

## **17 Instructions and Actions where no specification**

17.1 The Operator shall carry out all instructions of the Authority, which comply with the applicable laws where the Site is located.

17.2 In the case of any class of work for which there is no such specification , such work shall be carried out in accordance with the event of there being no specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Empowered Committee.

## **18 Dispute Redressal System**

### **18.1 Settlement of disputes**

a) Except or otherwise specifically provided in the Agreement, all the disputes concerning questions of fact arising under the Agreement shall be decided by the Empowered Committee, subject to a written appeal by the Operator to the Empowered Committee, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this Agreement shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (b).

b) Dispute or difference to be referred to:

If at any time, any question, disputes or differences of any kind what so ever shall arises between the Authority and the Operator upon or in relation to or in connection with this Agreement, either party may forthwith give to the other, notice in writing of the existence of such questions, disputes or differences as to any decision, opinion, instruction, direction certificate or evaluation of the Authority.

The question or difference shall be settled by the Municipal Commissioner, who shall state his decision in writing and give notice of the same to the Authority and to the Operator and



such decisions shall be final and binding upon both parties to the Agreement and work on contact if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

Should the Municipal Commissioner fail to give a decision within two (2) calendar months after issuance of notice of a question, dispute or difference or if the Operator is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to standing committee of BPTS. Then also if the question or difference not settled and if the Operator is dissatisfied with any such decision of standing committee of BPTS the question or dispute or matter may be referred to the court of law subject to Bhubaneswar Jurisdiction.

### **19 Claim for compensation for delay in the starting of work**

19.1 No compensation shall be allowed for any delay caused in the starting of the work on account of clearance to be obtained by the Operator or on account of any delay in according sanction to estimates.

### **20 Claim for compensation for delay in the execution of work**

20.1 No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, sub-soil water or water standing in borrows pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

### **21 Entering upon or commencing any portion of work**

21.1 The Operator shall not enter upon or commence any portion or work except with written authority and instruction of the Empowered Committee the work failing such authority the Operator shall have no claim to ask for measurements of or payment for work

### **22 Fair Wages to Operator's workers**

22.1 If a Operator fails to pay within "7" (seven) days to its laborer(s) employed for this Project, the minimum wages prescribed by the Government under the Minimum wages. Act 1948 as in force time to time the Empowered Committee shall be at liberty of deduct the amount payable to the laborer(s) worker(s) from his Operator's bill or deposit(s) payable by the

Operator after making due inquiries and establishing the claim(s) of the labour(s) worker(s) The Operator shall not be entitled to any payment or compensation on account of loss that he Operator may have to incur on account of the action as forced a notice in writing to be Operator shall be issued by the Empowered Committee to the wages as per Minimum wages Act in force at the relevant time. If the Operator does not do as aforesaid within seven days the action contemplated as above shall be taken against him.

### **23 Severability and Waiver**

23.1 If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

### **24 Representation and Warranties of Operator**

The Operator represents and warrants to the Authority that

- (i) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations and carry out the work as per the terms of Agreement.
- (ii) It has taken all necessary actions under the Applicable Laws to authorize execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.

- (iii) This Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with terms hereof, and its obligations under this Contact will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (iv) it is subject to civil and commercial laws of India with respect to the Tender and this Agreement/ Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (v) the information furnished in the Bid and as updated on or before the date of this agreement/contract is true and accurate in all respects as on the date of this Agreement.
- (vi) the execution, delivery and performance of the this Tender and Agreement thereof will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, 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;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Operator's 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 or constitute a default of the Operator under the Tender or which individually or in the aggregate may result in any Material Adverse Effect;
- (viii) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Operator's ability to perform its obligations and duties under this Tender and Agreement.
- (ix) it has complied with all Applicable Laws 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 Material Adverse Effect;
- (x) no representation or warranty by the Operator contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit

to state a material fact necessary to make such representation or warranty not misleading; and

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

## **25 Representation and Warranties of Authority**

The Authority represents and warrants to the Operator that

- (i) It has full power and authority to grant the Tender and enter into Agreement with the Operator.
- (ii) It has taken all necessary action under Applicable Law to authorize the execution, delivery and performance of this Agreement;
- (iii) The Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (iv) It has good and valid rights for Site.
- (v) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Operator's ability to perform its obligations and duties under this Tender and Agreement;

### **B. Time Control**

## **26 Completion Milestones**

26.1 The contactor shall endeavour to adhere following milestones for completion of construction work

<b>Sr. No.</b>	<b>Cumulative % of physical completion of construction</b>	<b>Cumulative % of Completion time</b>
1	13%	33%
2	38%	50%

3	75%	75%
4	100%	100%

## 27 Progress Schedule (Detailed Programme of Implementation of Works)

27.1 The Operator shall furnish within 15 (Fifteen) days (Unless extended by Authority) from Committee Approval date to Authority for approval a Progress Schedule showing date of starting, general methods, arrangements, order, and timing for all the activities (i.e procurement of materials, setting up of plant and materials etc.) in the Works including monthly progress schedule, anticipated completion date of each major item. The dates of Progress Schedule shall be adhere to the intended completion date and followings:

- (i) In case it is found necessary, at any stage to alter the schedule, the Operator shall submit in good, time a revised schedule incorporating necessary modification proposed by Authority/Authority in accordance with Agreement or owing to other suitable reasons, and get the same approved from the Authority. No revised schedule shall be operative without such acceptance in writing. The Authority is further empowered to ask for more detailed schedule or schedules, any week by week, for any item or items and the Operator shall supply the same as and when asked for.
- (ii) The Authority shall have, at all times, the right, without in any way vitiating this Agreement forming grounds for any claim, to alter the order of the work of any part thereof and the Operator shall after receiving such direction, proceed in the order directed. The Operator shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Authority within seven days of the said Authority's direction to alter the order of works.
- (iii) The Operator shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Authority and the same not be varied without the prior approval of Authority.
- (iv) The Operator shall from time to time, as may be required by the Authority, furnish the Authority with a statement in writing of the arrangements he proposes to adopt for the

execution of this Agreement and the Authority may, if he considers necessary at any time advise alternation in the same, which the Operator shall adopt on notice thereof.

(v) The progress schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Authority.

(vi) The Operator shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Authority.

27.2 The approval of the progress schedules by the Authority shall not relieve the Operator of schedule required by the Authority shall not entitle the Operator to any extra payment.

## **28 Notice to be given before work is covered up**

28.1 The Operator shall give not less than five day's notice in writing to the Empowered Committee before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Operator's expense and in default thereof, no payment or allowance shall be made for such work or for the materials with which the same was executed.

## **29 Approval by the Authority for Temporary Works**

29.1 The Operator shall submit Specifications and Drawings showing the proposed Temporary Works to the Authority for approval, which is expected to be implemented by Operator. The Temporary Works shall be as specified in either Technical Specifications section or as specified by Authority.

29.2 The Operator shall be responsible for design of Temporary Works.

29.3 The Authority's approval shall not alter the Operator's responsibility for design of the Temporary Works.

29.4 The Operator shall obtain approval of third parties to the design of the Temporary Works, where required.

29.5 All Drawings prepared by the Operator for the execution of the temporary or permanent Works, are subject to prior approval by the Authority before their use.

### **30 Extension of the Intended Completion Date**

30.1 The Authority shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Operator taking steps to accelerate the remaining Works, which would cause the Operator to incur additional cost.

30.2 The Authority shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Operator asking the Authority for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Operator has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30.3 If the Operator shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Authority before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Authority may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Authority in this matter shall be final.

### **31 Delays Ordered by the Authority**

31.1 The Authority may instruct the Operator to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Authority. In such case Intended Completion Date shall be extended for a period delay has been caused.

### **32 Management Meetings**

32.1 The Authority may require the Operator to attend a management meeting. The business of a management meeting shall be to review the progress and plans for the Works.

32.2 The Authority shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Authority either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

### **33 Liquidated Damages**

33.1 If the Operator fails to complete the works within the original or extended time limit, the Operator shall pay damages of 10% of amount of remaining work.

## **C. Quality Control**

### **34 Accuracy**

34.1 The Operator shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith.

34.2 The Operator shall abide by the standards and provisions specified in Technical Specifications, Drawings and BOQs.

34.3 If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the Operator, on being required to rectify such errors by the Authority in charge shall at his own expense do so to the satisfaction of the Authority. If however, such error is based on incorrect data supplied in writing by the Authority, the expenses of rectifying the same shall be borne by the Authority. The checking of and setting out of any line or level by the Authority or his representative shall not in any way, relive the Operator of his responsibilities for the correctness of the error. The Operator shall carefully protect and observe all benchmarks and other things used in the Works.

### **35 Works to be under direction of Authority**



35.1 All works to be executed under the Agreement shall be executed under the direction and subject to the approval in all respects of Authority of the BPTS, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.

### **36 Quality Checks Register**

36.1 A register in the prescribed form showing day to day receipt, consumption and balance of inventory for the Works, except cement and steel, will be maintained by the Operator, which shall invariably be signed daily by the Operator or his authorized representative in token of its correctness. The Authority shall inspect the storage facility and in case of mismatch between actual balance and balance in register, take appropriate action including payment of work done at reduced rate.

### **37 Identifying Defects**

37.1 The Authority or authorised Supervision Authority appointed by Authority shall check the Operator's work and notify the Operator of any Defects that are found. Such checking shall not affect the Operator's responsibilities. The Authority may instruct the Operator to search for a Defect and to uncover and test any work that the Authority considers may have a Defect.

37.2 The Operator is responsible to remedy any such defects identified by Authority or its representative. In such cases, Operator shall take appropriate measures indicated by Authority.

### **38 Tests**

38.1 The Operator shall be solely responsible for :

- a) Carrying out the mandatory tests prescribed by the Specifications / Specifications for Building Works of BPTS / Relevant Indian Roads Congress Specifications / Relevant Bureau of Indian Standards (BIS)/ Test mentioned in the Technical Specification and any other relevant standards as specified by Authority or Authority.
- b) The Operator shall conduct test at the laboratories which is approved by the Authority
- c) For the correctness of the test results, whether performed in his laboratory or elsewhere.

38.2 If the Authority instructs the Operator to carry out a test not specified above, to check whether any work has a Defect and the test shows that it does, the Operator shall pay for the test and any samples.

38.3 The cost of all such Tests shall be borne by the Operator.

38.4 The Operator is responsible for setting up of Testing Laboratory and deploys the necessary equipments and apparatus as per the provision of Technical Specification and this tender. Non setting up of Laboratory leads to payment of Damages/Penalties. The cost of setting out of Testing Laboratory shall be borne by the Operator.

### **39 Correction of Defects or unsatisfactory works**

39.1 The Operator shall be responsible to make good and remedy at his own expense any defect or unsatisfactory works or not as per the Technical Specifications which may be noticed or observed during the testing or inspection/supervision of Authority.

39.2 The Authority shall give the Operator a notice through phone call/ email/ fax writing about the defects and the Operator shall make rectify the same within time period specified by it on receipt of the notice. In the case of failure on the part of the Operator, the Empowered Committee may rectify or remove or re-execute the work at the risk & cost of the Operator. The Empowered Committee shall be entitled to appropriate the whole or any part of the amount of security deposit (I.e Performance Security), Retention Money or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects.

39.3 The Empowered Committee may impose penalties/damages for non rectification of defects or liabilities in specified time period. The amount of penalties/damages shall be commensurate with types of breach.

### **40 Alterations in specifications add designs not to invalidate contracts**

40.1 The Empowered Committee shall have power to make any alterations in or additions to the original specifications drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Operator shall be bound to carry out the work in accordance with any instruction in this condition which may be given

to him in writing signed by the Empowered Committee and such alteration shall not invalidate the Agreement and any addition work which the Operator may be directed to do in the manner above specified as part of the work shall be carried out by the Operator on the same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work.

40.2 And if the additional or alteration work includes any class for which no rate is specified in this Agreement when such class of work shall be carried out at the rates entered in the Schedule of Rates of the respective Government Division or at the rates mutually agreed upon between the Empowered Committee and Operator, which ever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates are agreed upon, then the Operator shall within seven days of date of receipt by him of the order to carry out the work, inform the Empowered Committee of the rate he shall by notice in writing, he at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider, advisable, provided always the if that Operator shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall have only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rate as shall fixed by the Empowered Committee. In the event of a dispute the decision of the Additional Authority of the Municipal Corporation shall be final.

40.3 The Intended Completion Date of the work shall be extended in the proportion to Alteration work.

#### **41 No Claim to any payment or compensation for alteration in or restriction of work**

41.1 If at any time after the execution of the Agreement ,the Empowered Committee shall for any reason whatsoever, require the whole or any part of the work, as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Operator.

41.2 In any such case except as provided hereunder the Operators shall have no claim to and payment of compensation whatsoever on account of any profit or advantage which he might

have received from the execution of the work in full but which he did not so derive in consequence of the amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour required by him.

41.3 The Operator shall not have also any claim for compensation by reason of any alterations having been made in the original specifications drawings designs and instructions which may involve any curtailment of the work as original contemplated where however, materials have already been purchased or agree to be purchased by the Operator before receipt by him of the said notice the Operator shall be paid for such materials at the rates determined by the Empowered Committee provided they are not in excess at requirement and are of approved quality and or shall be compensated for the loss if any that he may be put to, in respect of material agreed to be purchased by him; the amount of such compensation to be determined by the Empowered Committee whose decision shall be final.

41.4 If the Operator suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Operator shall on application be entitled to such compensation on account of labour charges as the Empowered Committee whose decision shall be final may consider reasonable. Provided the Operator shall not be entitled to any compensation on account of labour could have been employed by the Empowered Committee the labour could have been employed by the Operator elsewhere for the whole or part of the period during when the stoppage of the work has been ordered as aforesaid.

#### **D. Cost Control**

##### **42 Bills of Quantities**

42.1 The Bill of Quantities shall contain items for the work done by the Operator.

42.2 The Operator shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each completed item for the Works carried out by the Operator.

##### **43 Variations in Quantities**

43.1 The Empowered Committee reserves rights to reduce or increase the scope of work upto 20% on its sole discretion or based on valid claim made by the Operator.

43.2 In above conditions, the Authority shall adjust the rate(s), to allow for the change.

43.3 The Authority shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent except with the Prior approval of the Empowered Committee.

43.4 If requested by the Authority, the Operator shall provide the Authority with a detailed cost breakdown of any rate quoted by him in the Bill of Quantities.

43.5 All variations shall be included in updated programme.

#### **44 Payment for Quantity Variations**

44.1 Upon receipt of the instruction for executing varied work by Authority/Authority, due to which actual Quantities varied as compared to specified in BOQ then ,Operator is obliged to execute the work as per instructed by Authority at a tender rate.

44.2 If there is delay in the Authority and the Operator coming to an agreement on the rate of an extra item, rates as proposed by the Authority shall be payable provisionally till such time as the rates are finally determined or till a date mutually agreed.

#### **45 Extra Items**

45.1 The basis for the valuation of variations for addition to the Contract Price shall be as follows in the same order of priority.

- a) Variations in the quantities of work in schedule of quantities shall not vitiate the Agreement.
- b) The Operator shall be bound to execute extra items of work as directed by the Empowered Committee.
- c) Contract unit rates for individual items shall apply to varied quantities where there is a quantity variation.
- d) The price variations on extra item will not be given.

e) In case of other non tender items following procedure shall apply.

45.2 If any extra item crops up during the progress of work the same shall be carried out by the Operator and he shall be paid at the rate fixed by Authority which shall be fixed as lowest of the rates derived by rate analysis based on the following three methods, the priority of the documents forming the Agreement shall be as follows:

(i) If the extra item is included in the S.O.R. of Road & Building Department, Year \_\_\_\_\_, the rate of extra item shall be that rate and premium (above or below) quoted by Operator.

(ii) Rate analysis based on prevailing Govt. of Odisha's SOR rates.

(iii) Rate analysis based on current market rates. This shall be based on

- The material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads and the Operators profit.
- The overheads shall be taken at 5 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery, and equipment, the cost of all temporary and incidental works.

45.3 The Operators profit shall be taken at 10 % of the sum of material costs, the labour costs, the cost of use of all plant, machinery and equipment, the cost of all temporary and incidental works, the overheads.

45.4 In the event of disagreement, the Authority shall fix such rates and prices as are, in his opinion appropriate and shall notify the Operator accordingly with a copy to the Authority.

45.5 The Authority shall determine provisional rates and prices to enable on account payments to be included in the Interim Payment Certificates, until rates and prices are agreed as final by the Authority, the Operator, and the Authority.

45.6 The Operator shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

## **46 Payment Certificate and Payment**

46.1 The payment to the Operator will be made as per following procedures for the Works (Construction of Bus Depot) executed during Construction Period :

- a) The Operator shall submit monthly bills on or before the date fixed by the Empowered Committees for all works executed in the previous month supported with detailed measurement specifying the quantities of each item executed, rates provided in the BOQs of this Tender, percentage rate quoted by the Operator and as agreed between Authority and the Operator and specified in Approval from the Empowered Committee. This statement shall also state estimated value of the work completed less the cumulative amount certified previously.
- b) The Operator is required to provide the colour photograph displaying the date and time of Completed Work along with the Bill as and when demanded by Authority.
- c) The Authority shall check the Operators' monthly statement within 20 (twenty) days and certify the amount to be paid to the Operator.
- d) The value of work executed shall be determined by the Authority and it shall also include the valuation of Variations and Compensation Events.
- e) The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- f) Empowered Committee shall verify the quantities claim in the bill with the progress registered in measurement books or through the actual measurement of Authority as specified in the Technical Specifications. Joint measurement shall also be taken continuously and need not be connected with billing stage. Measurement recorded in the measurement books shall be signed by both Operator and Authority's representative. Payments shall be adjusted for deductions for retention, deduction for Performance Securities, damages/penalties and other recoveries in terms of Agreement and taxes, at source, as applicable under the law.

g) Upon above process specified in above (a) to (f), the Authority shall issue Payment Certificate. The Authority shall pay the Operator the amounts certified by the Authority within 14 days of the date of each certificate.

46.2 The payment to the Operator for repair and maintenance work arising owing to vandalism and accident as per the rates and procedure specified in clause above for the actual work executed as specified in Indent/Maintenance Notice.

a) Payment procedure as per Cl. above shall be followed for payments on this account, though no deductions for any retention shall apply.

b) Costs of repair and maintenance shall be borne by the Operator if arising due to defect in works, normal wear and tear, manufacturing defects, damages attributable to the Operator's act or omission or accident/ vandalism by the employee or people hired by Operator.

#### **47 Lump sums in estimates**

47.1 When the estimate on which a tender is made includes lump sum, In respect of part of the work, the Operator shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this Agreement for such items, or if the part of the work in question is not in the opinion of the Empowered Committee capable of measurement; the Empowered Committee may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Empowered Committee shall be final and conclusive against the Operator with regard to any sum or sums payable to him, under the provisions of this clause.

#### **48 Method of payment**

48.1 Payment to Operator shall be made by cheques drawn on any treasury within the Authority's convenient to them.

#### **49 Tax**

49.1 The rates quoted by the Operator shall be deemed to be inclusive of the all levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities



that the Operator will have to pay for the performance of this Agreement. The Authority will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## **50 Currencies**

All payments will be made in Indian Rupees.

## **51 Retention**

51.1 Authority shall deduct 10 % of each Running Bill Amount as a Retention Money. Such retention money shall be released in the final bill for the work.

## **52 Price Adjustment**

Any Kind of Price Adjustments shall not be applicable for the given work.

## **53 Performance Security**

The Operator hereby assures, entrusts and covenants unto the Authority that:

- a) The Operator shall provide the Performance Security of amount equal to 5% of the Estimated Project Cost approved by the Empowered Committee, form (Bank Guarantee or Demand Draft). The validity period of Performance Security shall be the period for work completion.
- b) The Performance Security will be released to the Operator when the Defect Liability Period cum Maintenance Period is over, and the Authority has certified that the Defects, if any, notified by the Authority to the Operator before the end of this period have been corrected; and that the Operator satisfactorily did the maintenance works and issue the Certificate of Performance thereof;
- c) Provided that if the Agreement is terminated for reasons other that which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this Agreement, be duly discharged and released to the Operator.

### **53.1 Encashment of Performance Guarantee**

The Authority shall be entitled to en-cash the Performance Security fully or partially as the case may be, through a notice of 30 days (“Encashment Notice”) under the following circumstances:

- (i) Non payment of any dues by the Operator to the Authority as required to be paid as per the terms of the Agreement including damages as provided.
- (ii) An Event of Default not being remedied by the Operator in reasonable Period specified by the Authority during construction and time period provided in Annexure -1 during the Defect Liability Period cum Maintenance Period despite repeated notice as provided in this regards.
- (iii) Non removal of deficiencies during the handover or Defect Liability Period cum Maintenance Period as per the terms of the Agreement.

Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Authority.

The provision under this Sub-Clause authorising the Authority to encash the Performance Security shall be exercisable in addition to and without prejudice to the Authority’s right to do so under any other similar provision in this Agreement permitting encashment.

### **53.2 Fresh Performance Security**

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Operator shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate the Agreement by giving 30 days notice in accordance with the provisions herein.

## **54 Cost of Repairs**

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Operator at his

cost if the loss or damage arises from the Operator's acts or omissions, or regular repair and maintenance requirements.

## **55 Events Leading to Extension of Intended Completion Date**

55.1 The following shall be **Compensation Events** unless they are caused by the Operator:

- a) The Authority orders a delay or delays exceeding a total of 30 days.
- b) The Authority does not give access to a part of the Site before the Site Possession Date as stated by the Authority/ Authority.
- c) The Authority modifies the schedule of other Operators in a way which affects the work of the Operator under the Agreement.
- d) Ground conditions are substantially more adverse than could reasonably have been assumed before approval issued by the Empowered Committee (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- e) The Authority gives an instruction for dealing with unforeseen conditions, caused by the Authority.
- f) Public authorities, utilities or the Authority does not work within the dates and other constraints stated in the Agreement that cause delay or extra cost to the Operator.
- g) The Authority unreasonably delays issuing a Certificate of Completion.
- h) Other Compensation Events listed in this document.

55.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Authority shall decide whether and by how much the Intended Completion Date shall be extended.

55.3 As soon as information demonstrating the effect of each Compensation Event upon the Operator's forecast cost has been provided by the Operator, it is to be assessed by the Authority and the Contract Price shall be adjusted accordingly. If the Operator's forecast is deemed unreasonable, the Authority shall adjust the Contract Price based on Authority's

own forecast. The Authority will assume that the Operator will react competently and promptly to the event.

55.4 The Operator shall not be entitled to compensation to the extent that the Authority's interests are adversely affected by the Operator not having given early warning or not having cooperated with the Authority.

55.5 In the event of delay or extension due to reasons other than the Compensation Event, the Liquidated Damages shall apply to the Operator.

## **E. Finishing the Agreement**

### **56 Completion Certificate/ Final Certificate**

#### **56.1 Test on Completion**

- a) At least 20 (Twenty) days prior to likely completion of Project/ Works or any parts thereof, the Operator shall notify the Authority/ Authority to its intent subject to Project/ Works or any parts thereof to Test. The date and time of each of the Tests shall be determined by the Authority in consultation with the Operator to carry out Tests. The Operator shall provide such assistance as Authority or authorized representative of the Authority may reasonably require for conducting the Tests.
- b) All Tests shall be conducted as per relevant clause. The Authority shall observe, monitor and review the results of the Tests to determine compliance of the Project/Works with Technical Specifications and Designs and if it is reasonably anticipated or determined by the Authority during the course of any Test that the performance of the Project or any part thereof does not meet the Technical Specifications or Design Specification, it shall have the right to suspend or delay such Test and require the Operator to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Operator shall provide to the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that Authority may require the Operator to carry out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Technical Specifications and Designs.
- c) The cost of Tests shall be borne by the Operator.

## 56.2 Completion Certificate

- a) Upon completion of Works and within one month of Authority determining the Tests to be Successful, It shall forthwith issue to Operator a certificate of Completion of the Works (the “**Completion Certificate**”) subject to clearance of site specified in relevant clause.
- b) The Completion Certificate shall be issued only upon completion of construction of Bus Depot as per Technical Specifications, BoQs and Drawings and same shall be verified upon successful outcome of Tests.

56.3 **Rescheduling of Test:** If the Authority certifies to the Authority and Operator that it is unable to issue Completion Certificate because of events or circumstances on account of which the Tests could not be held or suspended, the Operator shall be entitled to re- schedule the Tests and held the same as soon as reasonably practical. All the cost of Test shall be borne by the Operator.

## 56.4 Clearance of Site

- a) The Works shall be deemed to be considered complete only after the Operator shall have removed the debris, surplus material, machineries, scaffolding from the Project Site upon completion of work. The Operator is responsible clear the site from all debris and surplus materials to the satisfaction of Authority.
- b) If the Operator shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Empowered Committee may at the expense of the Operator remove such scaffolding, surplus material and rubbish and dispose off as the thinks fit and clean off such dirt as aforesaid and the Operator shall forth with pay the amount off all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum act by realized by the sale thereof.

56.5 **Taking Over:** The Authority shall take over the Site and the Works within seven days of the Authority's issuing a certificate of Completion. The Operator shall continue to remain responsible for its maintenance during the Defect Liability Period cum Maintenance Period.

## **57 Defect Liability cum Maintenance Period**

- 57.1 The Defect Liability cum Maintenance Period for a Project shall be of 5 Years from the date of issue of Completion Certificate.
- 57.2 The Operator shall be responsible for all Defects/ deficiencies during the Defect Liability Period cum Maintenance Period and remedy at his own expense any defect or deficiencies on account of regular wear and tear, regular repair and maintenance requirements and repair/maintenance required owing to accident and vandalism, which may be noticed or observed by Authority during the Defect Liability Period cum Maintenance Period.
- 57.3 Authority shall issue Indent during the Defect Liability Period cum Maintenance Period specifying the regular repair & maintenance Works and repair and maintenance work due to Vandalism and accidents to be carried out by the Operator in accordance with Works specified in Indent (the “**Indent**”). Such Indent shall be in writing and shall also specify the types of Works to be carried out and also Intended Completion Date. It also specifies type of repair and maintenance work arises owing Vandalism and Accident or regular defects in initial work, manufacturing defect or requirement of regular maintenance. The decision of Authority shall be final. All such Work shall be completed in an Intended Completion Date specified in Bus Operator Agreement and Technical Specification. If not so specified, then it shall be specified in Indent. Authority may take view of the Operator in deciding the Intended Completion Date for items not specified in Bus Operator Agreement and Technical Specification. However, the decision of Authority/Authority shall be final in this regard. Any breach or delay in work shall be resulted in to damages/penalties. Damages/penalties duties shall be commensurate with types of breach/damages.
- 57.4 Authority shall carry out detailed inspection during the Agreement Period and issue additional Indents if need for repair/maintenance so arises.
- 57.5 The Operator is further also required to carry out weekly inspection of the site during the Defect Liability cum Maintenance Period and send a weekly inspection report on every Monday to Authority. The Operator shall indicate status of elements, need of maintenance/repair/replacement and name, designation and contact details of Supervisor

deployed for daily Inspection. The format of the Inspection Report shall be finalised in consultation with Authority.

57.6 The Operator is required to carry out repair and maintenance work as per the Indent and in conformity with Technical Specification in time period specified in relevant clause above.

57.7 The Operator shall be obliged to regular maintenance and repair, during this Defect liability cum maintenance period, the entire corridor in proper condition through repair or remedy of any defective, broken, or worn out parts or elements of the works, irrespective of whether this requirement is owing to defect of initial works, wear and tear, vandalism, of any other reason. The cost of maintenance shall be borne by the Operator except for the vandalism and accidents. The decision of Authority shall be final in establishing the fact that vandalism or accident has been incurred or not.

57.8 The Operator shall ensure quality assurance of various components of the repair and maintenance Works as per the Technical Specification and relevant standards of BIS and IRC.

57.9 Upon completion of Works specified in Indent and Authority determining the Tests to be Successful and all the defects/unsatisfactory work/poor quality work has been remedied pursuant to relevant clauses of Bus Operator Agreement, Authority incharge shall proceed for payment for repair and maintenance work arise owing to vandalism and accident..

57.10 The Operator is required to maintain adequate inventory of material/consumables as prescribed in relevant Technical Specification and BoQs and as directed by the Authority and complete the repair and maintenance Work in time period as per the clause above.

57.11 Upon completion of repair/ maintenance work, Operator is required to clear the Project Site from the debris and additional consumables immediately.

57.12 The Operator is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair& Maintenance Period as per the relevant clause of Bus Operator Agreement and Technical Specification.

57.13 In the case of failure on the part of the Operator, the Empowered Committee may rectify or remove or re-execute the work at the risk & cost of the Operator. The Empowered Committee shall be entitled to appropriate the whole or any part of the amount of security deposit (i.e Performance Security) or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects to the satisfaction of Authority. The

Empowered Committee may impose penalties for non rectification of defects or liabilities in specified time period. The amount of penalties shall be commensurate with types of breach.

57.14 Even after repeatedly directed by Authority if Operator shall not take any action towards remedy or fully rectify the defects without any valid reason, In such events, The Authority shall have authority to terminate the Agreement.

#### **58 Remedy of Defects or Poor Quality Work During the Defect Liability Period cum Maintenance Period**

58.1 The Operator shall be responsible for maintenance of the Works/Project till the completion of Defect Liability Period cum Maintenance Period.

58.2 If, at any time before the expiry of Defect Liability Period cum Maintenance Period , It shall appear to the Empowered Committee that/ any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the Agreement, it shall be lawful for the Empowered Committee to intimate this fact in writing to the Operator and then notwithstanding the fact that the work; materials or articles complained of may have been passed, certificate and paid for the Operator shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Empowered Committee in the written intimation aforesaid, the Empowered Committee may take following actions.

- a) the Empowered Committee may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the Operator and in such events the Operator shall be liable to pay compensation in addition to the cost of rectification at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days.
- b) To employ labour paid by the Authority and to supply material and carry out the work or any part of the works, debiting the Operator with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Additional Authority shall be final and conclusive against the Operator) and crediting him



with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Operator under the terms of this Agreement, and in that case the certificate of the Additional Authority as to the value of the work done shall be final and conclusive against the Operator.

- c) Employ another Operator and any expenses may be incurred shall be borne and paid by the original Operator and shall be deducted from any money due to him by Authority under the Agreement or otherwise or from his security deposit or the part thereof.

58.3 In the event of any of above course specified in clause above being adopted by the Additional Authority the Operator shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or any advance on account of or with a view to the execution of the work or the performance of the Agreement. And in case the Agreement shall be rescinded under the provision aforesaid, the Operator shall not be entitled recover or be paid any sum for any work therefore actually performed by him under this Agreement unless and until the Additional Authority shall have certified in writing the performance of such work and the amount payable in respect thereof and he shall only be entitled to be paid the amount so certified.

## **59 Vandalism**

59.1 In the event that any damages or need for repairs to the works arises during the Defect Liability Period cum Maintenance Period on account of vandalism and accidents, the Operator shall be required to make good the damages and repair and rectify the works at the cost of the Authority.

59.2 The cost of the repair and maintenance shall be borne by the Operator owing to defect in works, wear and tear, and manufacturing defects and need arise owing regular maintenance.

59.3 The payment shall be made as per the rates specified by him in the price bid and specified in award of work and actual work executed as specified in Indent and certified by Authority.

## **60 Certificate of Performance**

60.1 The Operator shall request the Authority within 28 (Twenty Eight) days after the completion of Defect Liability Period cum Maintenance Period, to issue a Certificate of Performance

(the “**Certificate of Performance**”) of completion of all maintenance obligation during the Defect Liability Period cum Maintenance Period in accordance with the terms of Agreement. The Authority shall issue Certificate of satisfactory Performance upon deciding that Maintenance Works were completed and effects , if any, brought to the Notice of the Operator under the Defect Liability Period cum Maintenance Period have been Remedied.

#### **61 Maintenance during the Defect Liability Period cum Maintenance Period**

- a) During the Defect Liability Period cum Maintenance Period, the Operator shall maintain the Project/ Works in accordance with the Best Industry Practice, Technical Specifications and terms specified in the Agreement.
- b) The Operator may commence execution of the Works upon receipt of such Indent. The Operator shall carry out the Works in accordance with the directive of the Authority and in conformity with Technical Specification, Good Industry Practice and provisions of this Agreement and complete them by the Intended Completion Date. Any delay leads to the Damages/Penalties. Damages/Penalties shall be commensurate with type of work and breach specified in the Indent.
- c) The Operator is obliged to undertake routine maintenance including prompt repairs of the Works (i.e structures and any other components).
- d) The Operator shall guarantee the entire installation of electrical works as per specifications. All electrical equipments shall be guaranteed for three years from the date of Completion against unsatisfactory performance or break down due to defective design, manufacture and installation. This guarantee is for every item of electrical components except for Lamps. The installation shall be covered by the conditions that whole installation or any part there of found defective within one year from the date of taking over shall be replaced or repaired by the Operator free of charge.
- e) The Operator shall comply with all Safety requirements specified in Technical Specifications, relevant MORTH guidelines and IRC guidelines.
- f) The Operator shall comply with the Maintenance Standards specified in the Maintenance Manual and Monthly maintenance programme during the Defect Liability Period cum Maintenance Period.
- g) The Operator shall carry out the maintenance of Works in a manner so as to minimum disruption of the Traffic.

- h) The Operator shall carry out joint maintenance inspection every month during the Defect Liability Period cum Maintenance Period and undertake the maintenance work accordingly.
- i) The Maintenance work shall be as per the satisfaction of Authority.
  
- j) In case of any Deficiencies, Defect found during the Defect Liability Period cum Maintenance Period, the Operator is obliged to take prompt actions and remedied the Defect or Deficiencies to the Satisfaction of Authority.
- k) Performance and fulfilment of maintenance obligations as specified in Bidding documents.

## **62 Maintenance Manual and Drawings**

- a) The Operator shall in consultation with Authority shall prepare, Maintenance Manual before completion of Works and incorporate any suggestions, modification received from the Authority. The Maintenance Manual shall be in conformity of Technical Specifications, MORTH and IRC relevant guidelines about the Maintenance, and Good Industry Practice.
- b) The Maintenance Manual shall comprise the monthly maintenance program detailing the plans for monthly maintenance works to be undertaken.
- c) Upon completion of Works, the Operator shall submit the "as built" Drawings and any other information or manuals requested by Authority on or before the period specified in such request.
- d) If the Operator does not submit the Drawings and/or manuals by the dates stated in request, or they do not receive the Authority's approval, the Authority shall withhold the outstanding amount from payments due to the Operator.

## **63 Final Account**

- a) The Operator shall supply the Authority with a detailed account of the total amount that the Operator considers payable under the Agreement before the end of the Defects Liability Period. The Authority shall issue a Certificate of Performance and certify any final payment that is due to the Operator within 28 (Twenty Eight) days of receiving the Operator's account if it is correct and complete. If it is not, the Authority shall issue within 28 (Twenty Eight) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been

resubmitted, the Authority shall decide on the amount payable to the Operator and issue a payment certificate within 28 days of receiving the Operator's revised account. The payment will be made within 14 days thereafter.

- b) Performance security shall be refunded upon finalisation of Final Account.

#### **64 Termination in Event of Default of Operator**

Occurrence of following Events shall be considered as the Default by Operator (the "Operator's Event of Default"):

- a) Repeatedly fails to carry out any obligation under the Agreement event after repeatedly directed by Authority/Authority in a reasonable time period.
- b) Fails to carry out any obligation under the Agreement which has Material Adverse Effect for this Project
- c) without reasonable excuse fails –
  - (i) to commence the works on Site within the period stated in the Notice to Proceed Work after signing the agreement or;
  - (ii) To proceed with the works, or any section thereof as indicated by the Authority, within 28 days after received notice.
- d) Has failed to comply with a notice issued or an instruction issued within 28 days after having received.
- e) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the Agreement.
- f) The Operator does not maintain a Performance Security, which is required as per terms of this Agreement.
- g) Sub-contracts the any other works except electrical works and landscaping works.
- h) Has failed to furnish the required Performance Security or extension or renewal of its validity period thereof as per the terms of this Agreement.
- i) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- j) Change in Operator's Ownership during this Agreement with prior consent of Authority.
- k) The Operator fails to provide insurance cover as required as per terms of this Agreement.

- l) Operator carries out any other activities other than the execution of Works on the Project Site.
- m) Any time it is found that the Operator has carried out Fraudulent Practice or Malpractice in execution of Works.
- n) The Operator failed to make any payments/damages/penalties due to Authority within period specified in the Contract/ Agreement without any valid reason.
- o) The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- p) Agreement fails to accompany with the applicable laws, rules, regulation
- q) Any representation made or warranties given by the Operator under this Agreement is found to be false or misleading.
- r) The Operator repudiates this Agreement.
- s) if the Operator, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in the executing the Agreement.

On occurrence of any of above events or circumstances, the Authority shall provide notice to Operator to remedy the breach/ Default in reasonable time period specified in the notice. If the Operator shall not cure or remedy the default/ breach then Authority may at its sole discretion, upon giving 15 days notice to the Operator, terminate the Agreement and expel the Operator from the site.

The Authority's election to terminate the Agreement shall not prejudice any other rights of the Authority, under the Agreement or otherwise. Authority may at its sole discretion forfeit the Performance Security and may recover from the amount due to the Operator on occurrence of any of the Operator's Event of Default.

After termination, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any goods, Operator's documents and other design documents made by or on behalf of the Operator.

#### **65 Termination in Event of Default of Authority**

Occurrence of following Events shall be considered as the Default by the Authority (**The "Authority's Event of Default"**).

- a) Authority fails to handover the Project Site for carrying out Works.
- b) The Authority repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- c) The Authority failed to make any payments due to the Operator within period specified in the Agreement without any valid reason.
- d) Authority or any Governmental Agency has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Agreement and has failed to cure the same within 60 days of notice thereof by the Agreement.
- e) Any representation made or warranties given by the Authority under this Agreement is found to be false or misleading.

Upon occurrence of all such events, Operator may send notice to Authority indicating the types of Breach/default and reasons for which progress of Works can not be achieved. Upon non cure of default in reasonable time period, Operator may upon giving 15 days notice to the Authority, terminate the Agreement and expel the Operator from the site.

#### **66 Termination Payment for Event of Default**

- a) If the Agreement is terminated because of an Event of Default of Operator then there shall not be any Termination Payment to be paid to the Operator.
- b) If the Agreement is terminated at the Authority's Event of Default or convenience then the Authority shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment and the Operator's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Agreement, and less taxes due to be deducted at source as per applicable law. The amount derived shall be payable to Operator.

#### **67 Property**

- a) All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Authority for use for completing balance construction work if the Agreement is terminated because of the Operator's default, till the Works is completed after which it will be transferred to the Operator and credit, if any, given for its use.

#### **68 Indemnity**

- a) The Operator shall indemnify Authority against all actions, suits, claims & demands through or made against the BPTS in respect of work of this Operator against any loss damage to Department in consequence of any action or suit being brought against the Operator for anything done or omitted to be done in execution of the work of this Agreement.

## **69 Force Majeure**

69.1 Neither party shall be to liable to the other for any loss or damage occasioned by or arising out of acts of god, and in particular, unprecedented Floods, volcanic eruption, earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power, strikes or boycotts (other than those involving the Operator or their respective employees/representatives or attributable to any act or omission of any of them) , 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, Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Operator, which prevent performance of the Agreement and which could not have been for seen or avoided by a Operator or Authority (the “**Force Majeure**”).

69.2 On occurrence of Force Majeure Event, Parties are excused from the Performance of their Obligations.

69.3 In the Event of occurrence of Force Majeure Event both the party shall try to continue to perform their obligation stipulated in this Agreement. If Force Majeure Event subsists for 120 days then either party may by notice to other party terminate the Agreement.

69.4 In the event that Parties are unable to agree in good faith about the occurrence of or existence of a Force Majeure event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of the proof as to the occurrence of Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

69.5 Termination of the Agreement (a) shall not relieve the Operator or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and

(b) except as otherwise provided in any provision of the Tender 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.

## **70 Survival**

Termination of the Agreement (a) shall not relieve the Operator or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of the Bid / Tender 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.



## **SPECIAL CONDITIONS OF CONTRACT**

### **Table of Contents**

<b>Special Conditions of Contract</b>
1. Labour
2. Compliance with Labour Regulations
3. Drawings and Photographs of the Works
4. The Apprenticeship Act, 1961
<b>Appendix : Salient Features of Major Labour Laws</b>

#### **1 Labour**

**1.1** The Operator shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**1.2** The Operator shall, if required by the Authority, deliver to the Authority a return in detail, in such form and at such intervals as the Authority may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Operator on the Site and such other information as the Authority may require.

#### **2 Compliance with Labour Regulation**

**2.1** During continuance of the Contract, the Operator and his sub Operators shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Special Conditions of Contract. The Operator shall keep the Authority indemnified in case any action is taken against the Authority by the any Government

Authority/ Agency on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Operator, the Authority/ Authority shall have the right to deduct any money due to the Operator including his amount of Performance Security.

**2.2** The Authority shall also have right to recover from the Operator any sum required or estimated to be required for making good the loss or damage suffered by the Authority. The employees of the Operator in no case shall be treated as the employees of the Authority at any point of time.

### **3 Drawings and Photographs of the Works**

**3.1** The Operator shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Operator for this.

**3.2** The Operator shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Authority in writing. No photographs of the works or any part thereof or plant employed thereon, except those permitted under relevant clause, shall be taken or permitted by the Operator to be taken by any of his employees or any employees of his sub-Operators without the prior approval of the Authority in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Authority in writing.

### **4 The Apprenticeship Act 1961**

**4.1** The Operator shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

## APPENDIX TO SPECIAL CONDITIONS OF CONTRACT

### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Authority plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: -The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: -The Act provides for certain welfare measures to be provided by the Operator to contract labour and in case the Operator fails to provide, the same are required to be provided, by the Principal Authority by Law. The principal Authority is required to take Certificate of Registration and the Operator is required to take license from the designated Officer. The Act is applicable to the establishments or Operator of Principal Authority if they employ prescribed minimum (say 20) or more contract labour.

- f) Minimum Wages Act 1948: -The Authority is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- g) Payment of Wages Act 1936: -It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Authority on matters provided in the Act and get these certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Authoritys. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of

employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: -The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Authority of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Authority to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

**5 Discrepancy Between Technical Specification and General Condition of Contract:** In Case of discrepancy between Special Condition and Other Contract Conditions, more stringent shall be followed.

## Annexure 1 to General Condition of Contract

### Time duration to rectify work during Defect Liability Period cum Maintenance Period if Operator appoints sub Contractor

Item No.	Description of work
1	<b>All Concrete works including for drains</b>
1.01	Any defects including cracks will have to be repaired and/or filled and surface rendered to match with the exposed finish RCC in 14 days.
2	<b>All Paving and Flooring works</b>
2.01	Any breakage/settlement in the flooring will have to be rectified within 7 days.
3	<b>Drain Works</b>
3.01	Repair works of drains for failed components shall be completed with 24 hours from the receipt of the Notice.
4	<b>All Mild Steel Fabrication Work</b>
4.01	Any failure in terms of rusting will have to be rectified within 2 days. Any structural failure of joints, welding, etc. to be rectified within 7 days.
4.02	In case anchor fastener fails, the same will have to be redone with grouting within 4 days. Additional 3 days for other finishing work such as flooring etc. Any structure member fixed by anchor fastener will have to be immediately supported till the time rectification taken place.
5	<b>Roof Sheeting and Flashing Work</b>

5.01	Any leakages will have to be repaired within 3 days.
6	<b>Signage</b>
6.01	Repair works of signage for failed components shall be completed within time period of 24 hrs to 3 days maximum.
7	<b>All Mild Steel Fabrication Work</b>
7.01	Any failure in terms of rusting will have to be rectified within 2 days. Any structural failure of Joints, welding, etc. to be rectified within 7 days
7.02	In case anchor fastener fails, the same will have to be redone with grouting within 4 days.  Additional 3 days for other finishing work like flooring. . Any structure member fixed by anchor fastener will have to be immediately supported till the time rectification taken place.
8	<b>Removal of Rejected Material</b>
	Rejected material shall be removed within 24 hrs. from site.
9	<b>Miscellaneous Work</b>
	In case any shrinkage cracks appear in wood, the same will have to be replaced within 4 days.  In case of breaking, coming off, etc. of the wooden member, the same will also have to be fixed within 4 days.
	<b>HANDING OVER / TAKING OVER: ( Including all Civil, Electrical work... )</b>

After completion of works and tests specified above, the various installations of the project can be taken over by the Authority as and when these are ready in all respects. The Defect Liability Period cum Maintenance Period of Three Years shall start from the date, when all the installations of the project have been executed, tested as described above, successfully commissioned and handed over.

The Operator has to produce the Final As – Built drawings duly signed by Authority, Consultant, Architect & Client before finalizing the Final bill.

Final bill will not be considered if as built drawings not provided by Operator as following.

Final As built documents

- As built drawings with RTP ( Reproducible Tracing Paper ). : 1 Set
- As built drawings with Colored Print out : 4 Sets
- Soft Copy of the same : 6 Copies
- Test certificates - Six copies.

**(Dated Signature of the Operator)**

**Authority**



**Form No 1 : Bank Guarantee for Performance Security**

Whereas M/s \_\_\_\_\_ (Operator Name) have been Awarded a contract dated \_\_\_\_\_ for the execution of the Construction, Repair and Maintenance of Bus Depot/ Work Shop at \_\_\_\_\_ in the City of Bhubaneswar for Package -3 for **Bus Service.**

Whereas the said M/s \_\_\_\_\_ has approached us \_\_\_\_\_ Bank (Bank Name) to provided a Performance Guarantee to the \_\_\_\_\_, BPTS for the work undertakes by M/s. \_\_\_\_\_ and

Whereas We, the \_\_\_\_\_ Bank have agreed to provided such a Performance Guarantee Bond.

Now therefore, we the \_\_\_\_\_ Bank provided the following performance Bank, Guarantee by way of these Bond to the \_\_\_\_\_, BPTS.

1. The contract value of the contract provided to M/s. \_\_\_\_\_ by the BPTS in Rs. \_\_\_\_\_. This guarantee in the nature of Performance Guarantee is provided so as to ensure and indemnify the BPTS for full and proper performance of the contract by M/s. \_\_\_\_\_ the \_\_\_\_\_ Bank hereby indemnify the BPTS for all losses and / or damages to the Bus depot at \_\_\_\_\_ which would be constructed by M/s. \_\_\_\_\_ and such Performance Guarantee would include any damage to Bus Depot under this Contract and any part of it, which may be suffered by the BPTS as a result of defective production of mixes, because of poor workmanship, or at all, by way of this bond, we the \_\_\_\_\_ Bank agree and promises that in the eventuality of the Operators M/s. \_\_\_\_\_ not repairing or remedying the problem, loss or damage to the Bus depot we shall indemnify and pay the BPTS

such expenses, losses and damages that may be incurred by the BPTS, as a result of the BPTS getting the work done itself or from the other source.

2. We \_\_\_\_\_ Bank agree and understand that the decision as to whether any losses or damages to the project have taken place or not and / or whether the work suffers from poor workmanship or not will be taken by the BPTS and on the Commissioner's decision regarding such losses or damages or defect whatsoever being so notified by the BPTS to us, We shall immediately take steps and ensure that M/s. \_\_\_\_\_ faithfully and diligently carry out the necessary remedial steps to the full satisfaction of the the BPTS. The opinion of the Commissioner as to whether full and complete remedial steps, to the full satisfaction the the BPTS has been taken or not, will be that of the BPTS. For the purpose, of arriving at such decision as aforesaid it will be open to the Chairman of the BPTS in case he so desires, to delegate this power to subordinate like the Authority to take appreciate decision and the decisions referred to above will be deemed to be properly take and as if taken by the the BPTS. In the eventually of M/s. \_\_\_\_\_ not taking remedial action to the almost satisfaction of BPTS will be entitled to get the work done itself or from sources. On BPTS notifying to us the total expenses incurred for this purpose. We hereby expressly have under taken to pay the BPTS the said amount forthwith and in any case not less than 7 days from taken to pay the BPTS the said binding the amount indicted by the BPTS and our obligation to pay such amount will be continuing of the BPTS and our obligation irrespective of any dispute of differences that may arise between us and M/s. \_\_\_\_\_ of between the BPTS and M/s. \_\_\_\_\_.
3. the contract value is Rs. \_\_\_\_\_. This Performance Gurantee is limited to 5% of the said contract value and accordingly it comes to Rs. \_\_\_\_\_ our liability will be in all cases be limited to Rs. \_\_\_\_\_.
4. We agree and undertake that this Performance Guarantee will be valid for a period of \_\_\_\_\_ Years from the date when the contract work is completed by the M/s. \_\_\_\_\_. The BPTS notify such completion that to us. In case, no such completion it is notified, this performance guarantee will be a valid up to 45 days from the Defect Liabilities Period of \_\_\_\_\_ months from the date of execution of this agreement. The Performance Guarantee will come into effect from such completion date. In case however, the contract of several parts it will be opened to the Commissioner to indicate separate completion dates for separate part and to simultaneously indicate a break up of the contract value equivalent to the separate part.

In which case the Performance Guarantee to extent of the different completion dates. It is expressly understood that the considering this period of \_\_\_\_years, the date by which the Corporation, intimate the Bank about the losses, damages or problems as the case may be, shall be considered as long as such intimation is up to 45 days from Defect Liability Period cum Maintenance Period from the completion date. We the \_\_\_\_\_ Bank will be liable, irrespective of whether the remedial actions or lack thereof has taken place after the period of the five years.

5. We \_\_\_\_\_ Bank agree that the Performance Guarantee which is continuing guarantee will be binding, and enforceable against us irrespective of any difference / disputes between the BPTS and M/s. \_\_\_\_\_ of \_\_\_\_\_ between us and M/s. \_\_\_\_\_ and irrespective of any change or variation or execution time or any forbearance or waiver made or grant by the BPTL to M/s. \_\_\_\_\_.
6. In case any disputes arise as to the interpretation or implementation or implementation of this Performance Guarantee, the matter shall be referred to the sole arbitration of the BPTS whose decision in the matter will be final.

In case any resource to any court of law is necessitated, the appropriate Civil Court in the Bhubaneswar along will have Jurisdiction.

Date:

Signature & Seal of Guarantor Bank

.....

Bank Address

.....

## **Annexure – PB4: Design Brief of the Existing Bus Depot**

### **Depot Design Guidelines for Reconstruction of Existing Depot at Pokhariput**

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These specifications are developed for detailed design and reconstruction of the existing BPTS depot at Pokhariput. The note outlines the existing facilities available at the site and lists down the design and area requirement for the upgradation of the existing depot.

#### **1. Existing Facilities at Pokhariput**

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The existing site is located at Pokhariput spreading over an area of 4.21 acres. The depot is currently being used by the existing operator and has been in use by the operator since 2010. It is surrounded by compound wall on its three sides of approximately 4ft height. Entry and exit gates are not provided. Hard standing ground is available for parking of buses. The depot has a parking capacity for 105 buses. The infrastructure facilities available at the depot are listed below:

- Bore- well with overhead tank with capacity of 3000 litres
- One Chassis Washing Ramp
- Hard Standing Ground for Bus parking
- Workshop shed with the following facilities
  - Two inspection pits in the shed at the extreme ends
  - Six repair bays with shed and illumination
  - Enclosed rooms are provided for following departments
    - AGM office
    - Supervisor office
    - Tool room/ battery charging room
    - Two Store room
    - Oil / Tyre room
    - Three Staff rest room
    - Three Toilets

Proposed details of Location Plan, Material Specification for Depot construction and a tentative layout plan has been provided in this Annexures PB4.

#### **2. Activity Mapping in Depot**

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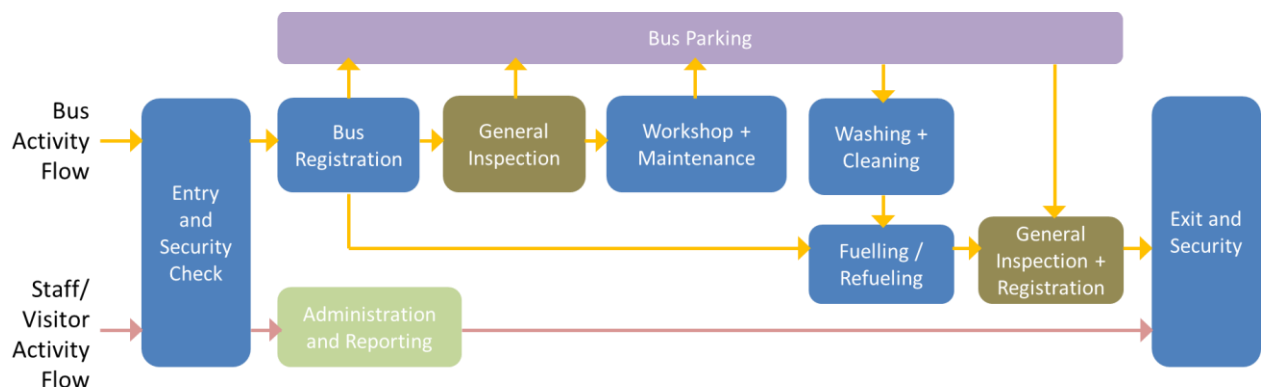
The overall planning of the site requires mapping out the activities in the depot and overlay it on the existing depot so as to seamlessly facilitate the efficient movement of processes in the

depot. Management of movement of buses is the primary operation in a bus depot. It includes managing the transfer of buses between various activities/locations in the depot.

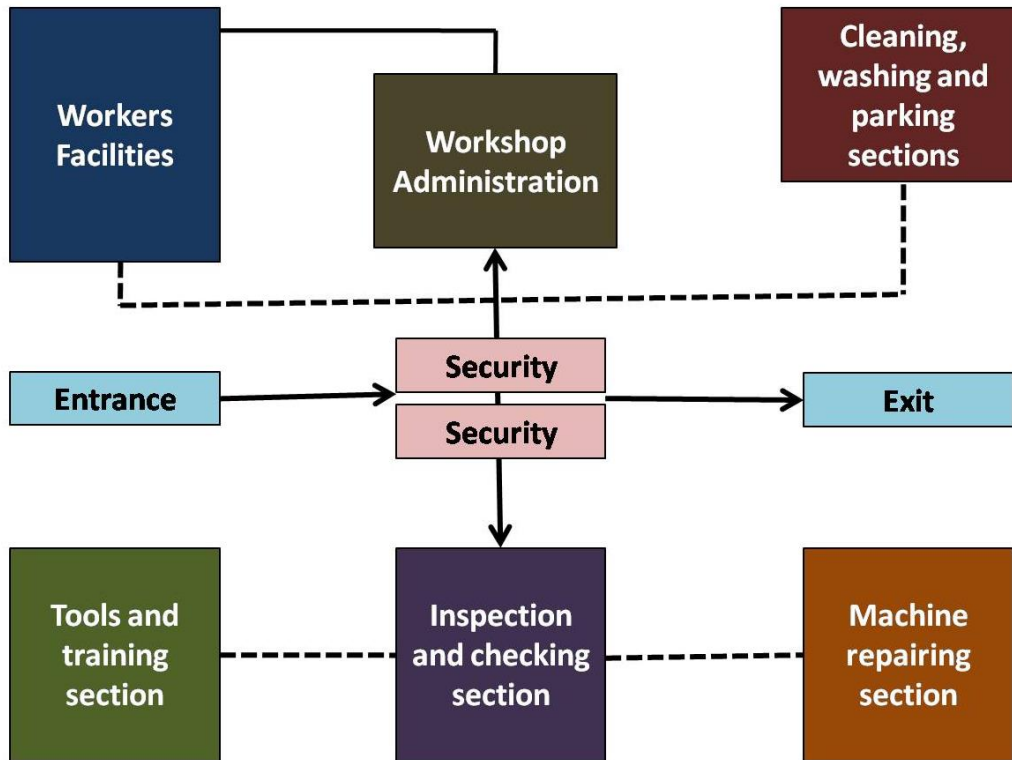
The following are the principal bus management tasks carried out at a bus depot:

- 1) In-shedding (Entry)
- 2) Parking
- 3) Washing/Cleaning
- 4) Maintenance
- 5) Fuelling
- 6) Out-shedding (Exit)

The crew related operations include allocation of crew (driver) to a bus; assigning the crew the duty schedule at exit and maintenance schedules (workshop and other bus management sections). The figure below shows the tentative flow of activity for buses and staff in the proposed depots. The activity flow is critical in the efficient functioning of the depot has been used to design the tentative depot layouts and must be followed in the detailed and proposed final design of the respective depots.



The facilities in the depot provided in the depot are based on the activities to be performed and have been mapped out in the facilities schematic arrangement in the figure below.



### 3. Components of Depot

A bus depot is an essential part of support infrastructure for smooth and efficient operations of city bus services. Bus depot not only serves as an idle parking facility for buses but also houses facilities for day to day servicing, repair and maintenance of buses besides providing space for administrative and operations planning, monitoring and control activities.

#### A. Workshop Area

The maintenance of buses is undertaken in the workshop area. The area includes pits for inspection and maintenance; tools and equipment for routine servicing and mechanical repairs; and facilities for changing/maintaining tires and storage. The various areas based on maintenance and repair activities carried within the engineering building have been stated below with minimum area allocation for the activities in the table below. The table provides the existing areas available at site and required areas designed in the upgraded facility.

Facility	Quantity	Existing Area	Proposed Additional Area	Units

				<b>Requirement</b>	
a	Workshop office	1	60	90	sqm
b	Store Area	1	60	200	sqm
c	Tool and Yard Room	1		20	sqm
d	Battery Room	1		50	sqm
e	Unit overhauling section	1		150	sqm
f	JIB crane with electric hoist	1		3	sqm
g	Toilet and Utility block	1	20	30	sqm
h	Repair Bays	4	360	0	sqm
i	Repair Pits	6	120	240	sqm
j	Oil Store Room	1	30	0	sqm
k	Tyre Store Area	1	30	120	sqm
l	Air Compressor Room	2		6	sqm
m	Painting and Denting Section	2		130	sqm
n	Circulation Space	1	40	110	sqm
	<b>Minimum Total Area</b>		<b>720</b>	<b>1150</b>	<b>sqm</b>

## B. Washing Area

Cleaning is one of the integral components of bus operations, be undertaken daily. It may include wet washing, or dry cleaning (internal and external) or both. The wet washing area is typically a large covered or uncovered structure provided in the depot complex, where buses are washed and cleaned, mechanically and/or manually. The required areas for the activity is presented below.

	<b>Facility</b>	<b>Quantity</b>	<b>Existing Area</b>	<b>Proposed Additional Area Requirement</b>	<b>Units</b>
a	General Inspection Pit	1		60	sqm
b	Washing Ramp	1	60	0	sqm
c	Washing Area	1		150	sqm
d	Water Tank (underground)	1		20	cum
e	Water Recycling Area/ DEWATS	1		400	sqm
	<b>Minimum Total Area</b>			<b>630</b>	<b>sqm</b>

### C. Fuelling Area

The fuelling area is to be located close to the exit to aid easy access to the fuelling and refueling of buses. The area allocated is provided to the Diesel distribution company for installation of fuel tank and dispensers for exclusive fuelling of the buses in depot. Currently the existing depot has no provision for on-site fuelling. The design requirements of the area is provided below.

	Facility	Quantity	Minimum Area	Units
a	Fuelling Area	4 dispenser	180	sqm
b	Fuel Tank	1	50	cum
	<b>Minimum Total Area</b>		<b>180</b>	<b>sqm</b>

### D. Administration Area

This building is at the center of vehicle operations. It controls the operations and maintenance functions along with other administrative work for the vehicle fleet. The administrative block is to be planned near the entrance/exit gate because it houses crew interaction facilities during in-shedding and out-shedding. It supports the in-shedding and out-shedding activities related functions of cash and waybills submission; and supervision and memorandum exchange with the drivers and conductors. Administrative block facility should have separate access from the external edge of the depot (on which the parking is to be located), because it is the entry point for all the personnel to access any section of the depot, with the view to control access to the facility. Interaction with different offices for crew related functions should be facilitated through windows on the external façade

The administrative block should be planned and designed to cater to a variety of functions, including assigning of crew duties and serving as the office for the depot supervisor. The administrative block has three principle components: operational area, general offices, and staff facilities. The facilities in the administration building can be planned as a multi storied approach organizing and segregating different functions. The site does not have any separate administration building and therefore a separate administrative block is required to be constructed. The area requirements are as follows.

	Facility	Quantity	Minimum Area	Units
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a	Administration and Operation office area	1	260	sqm
b	Crew Rest Area	1	100	sqm
c	Toilet and Utility Area	1	50	sqm
	<b>Minimum Total Area</b>		<b>410</b>	<b>sqm</b>

### E. Ancillary Infrastructure and Area

Other Ancillary infrastructure useful for the functioning of the depot has been clubbed under one section. These include infrastructure for safety and security and other environmental requirements. The details of the minimum require infrastructure at each depot is provided below.

	Facility	Quantity	Minimum Area	Units
a	Boundary Wall and Gate	Reconstruction of existing boundary wall along the site perimeter		
b	Security Room and Electric Substation	1	150	sqm
c	Fire Fighting Water Tank	1	15	cum
d	Scrap Yard	1	300	sqm
	<b>Minimum Total Area</b>		<b>450</b>	<b>sqm</b>

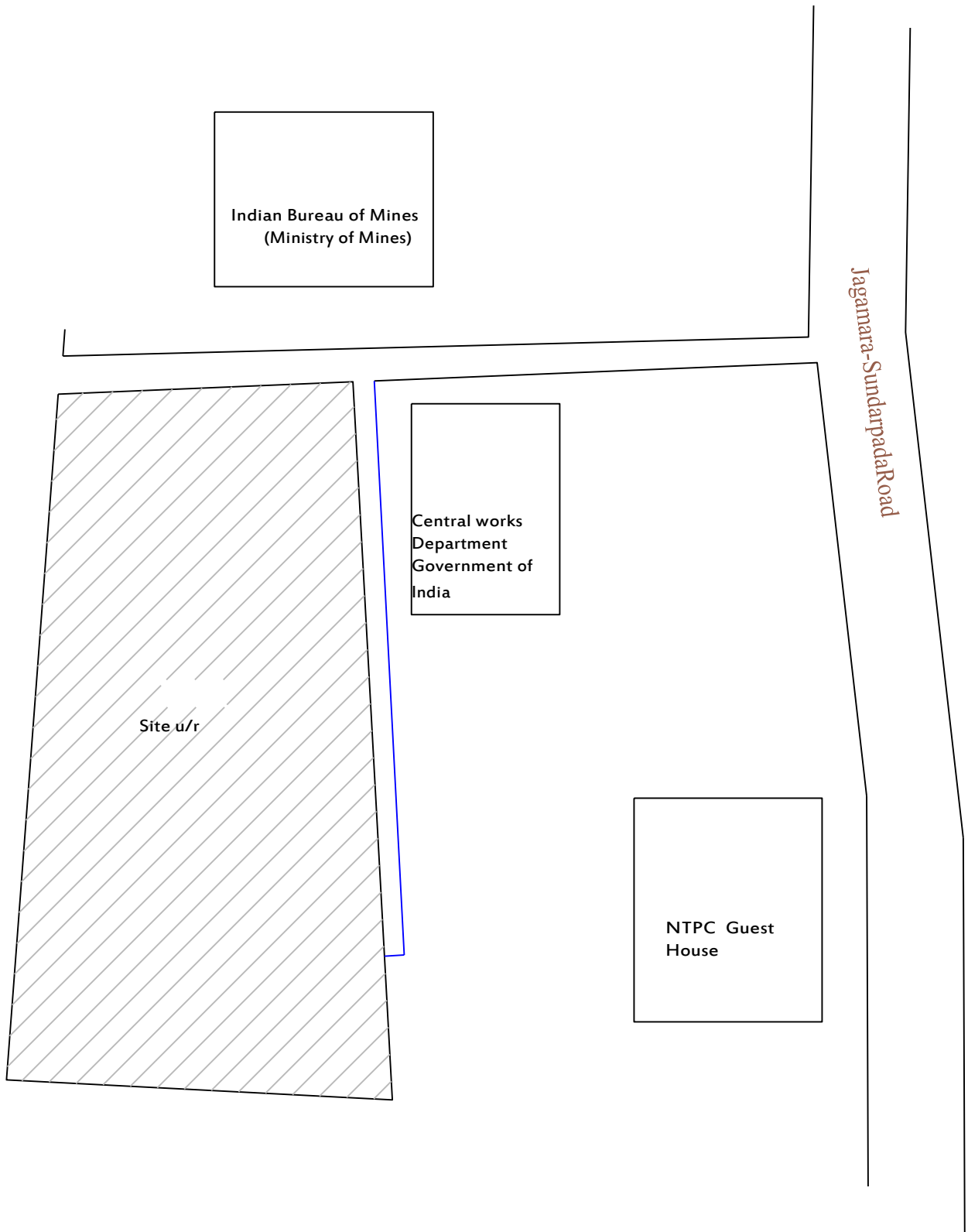
### F. Parking Area

The parking and Circulation area for the buses is important and is required to be paved with concrete as per specification to assist easy movement and parking of buses. The area for parking is to be calculated based on the standard requirement computed by World Bank at 12 buses per 1000 sqm if buses are parked in manner that each bus can move independently. The requirement comes out to be 83.33 sqm per bus. The area requirement for parking is provided for depots is based on the parking capacity of 120 standard buses in each depot. The details of parking is provided in the table below.

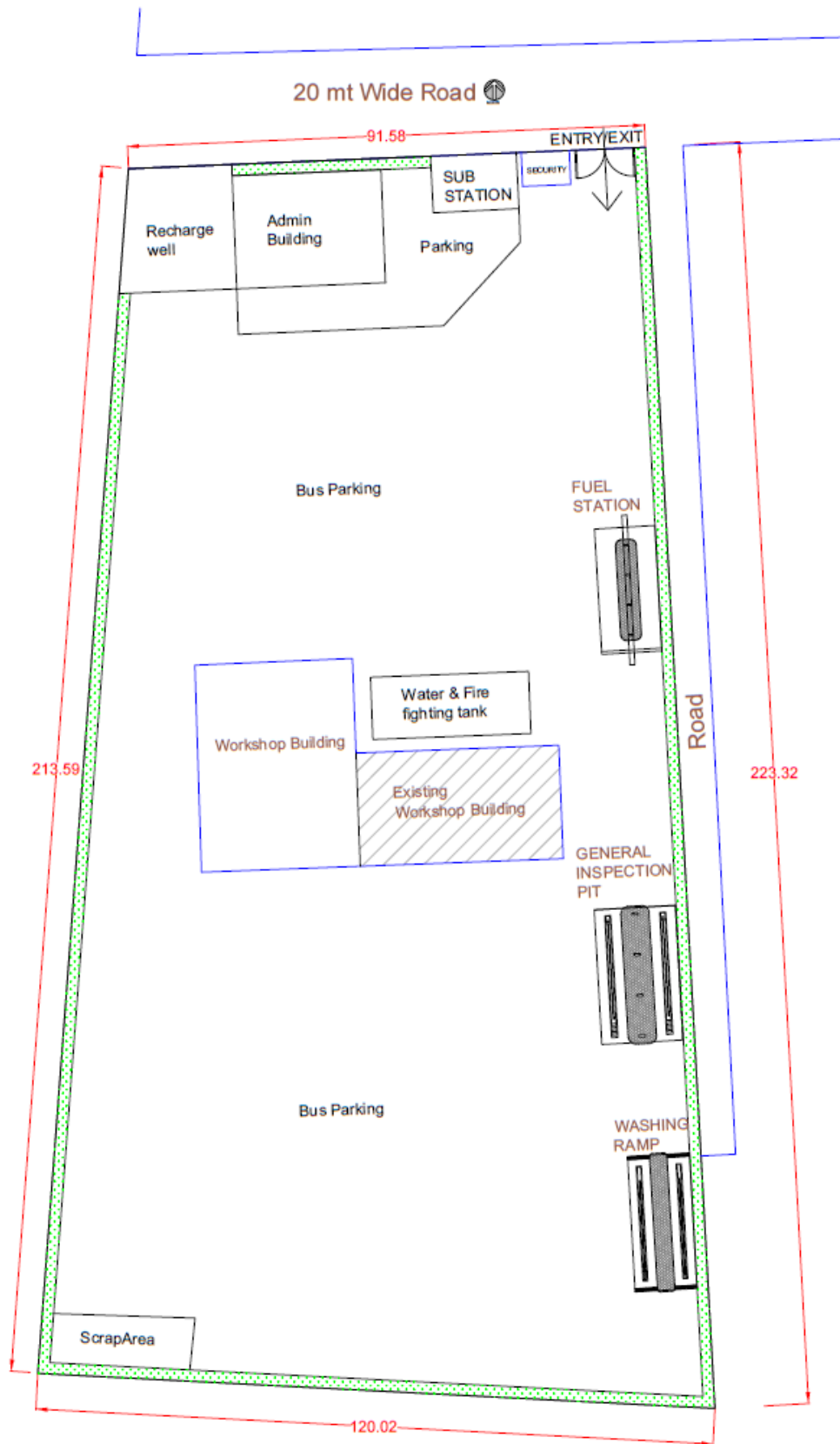
	Facility	Quantity	Minimum Area	Units
a	Staff/ Recovery van and Private Parking	1	600	sqm
b	Bus Parking and Circulation	1	10000	sqm
c	Landscaping/ Paving	All remaining area/ as per site		
	<b>Minimum Total Area</b>		<b>10600</b>	<b>sqm</b>

# Location Plan for Reconstruction of Existing Depot at Pokhariput

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# Site Plan for Reconstruction of Existing Depot at Pokhariput



## Material Specification for Reconstruction of Exiting Depot at Pokhariput

Sl. No.	Description of work	Specifications
<b>Workshop Building</b>		
1	PCC (M10) Foundation	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	RCC Below FGL and Above FGL (M25)	Reinforced cement concrete M-25 /As per Design
3	BRICKWORK (Crushing strength 3.5 N/mm <sup>2</sup> )	First class burnt brick work laid in cement sand mortar 1:5
4	CONCRETE BLOCK	hollow cement concrete precast blocks of size 400x200x200 mm cement mortar 1:5 in superstructure
5	REINFORCEMENT (Fe-500)	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
6	STRUCTURAL STEEL	Structural steel work in angles, tees and flats, riveted or welded a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
7	ROOFING	Single skin Roofing system comprising of Hi-Rib profile External Sheet manufactured out of 0.50mm TCT (Total Coated Thickness) colour Coated Hi-Tensile Galvalume Steel(AZ-150gsm zinc / alum alloy coating total of both sides as per AS 1397) having 550Mpa yield strength. The weathering surface to be given a finish coat of nominal 20 micron of SMP Paint and rear side to have natural back coating nominal 5 micron. The sheets shall have 1015mm covered width, 28-30mm high crests at 250-255mm centres with wide pans for effective water shedding. The side laps are with special male/female side laps and anti-siphoning feature to prevent leakages. The span shall be stiffened by using 3 small ribs. The outer sheeting shall be fixed with self-drilling screws (12-14x20) on to the purlins. The sheets to be supplied in custom lengths and placed diagonally on the roof as per drawings and details. Sheet to be trimdek 1015 Colour bond steel of TATA Bluescope make or equivalent, Torres blue colour. Including sealing of the joint with triangular support with clear structural silicon sealant. The end lap of sheet be 150 mm and sealed with foam of the matching colour. (For roofing)
8	FLOORING	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		Kota stone rough dressed 40mm to 50mm thick slabs, set to pattern in pavements over 20mm thick base of cement mortar (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone.

		<p>Kota stone tile 20mm thick in skirting, riser of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 Cement and 3 Sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and polishing.</p>
		<p>40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)</p>
		<p>C.C. pavement of mix M-25 with ready mixed concrete from batching plant and finally finished by floating, brooming with wire brush etc.</p>
		<p>Vitrified floor tiles 600x600mm size premium quality, manufactured using Soluble Salt Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement :4 fine sand ) for new flooring laid with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base etc.,</p>
		<p>1st quality ceramic glazed wall tiles conforming to IS : 15622 (thickness to be specified by the manufacture of approved make in all colours, shades except burgundy, bottle green, black of size 200 x 300 mm as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of cement Mortar 1:4 (1 cement: 4 fine sand) and jointing with grey cement slurry @ 3.3kg per sqm including pointing in white cement mixed with pigment of matching shade.</p>
		<p>Coloured Granite stone tiles 20mm thick in skirting, risers of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing including labour for fixing dowel pins and cramps.</p>
9	CEILING	<p>ceiling consisting of 600mmX600mmX12.5mm thick Gypsum Board GI Cradling hanged from the ceiling by means of GI hanger complete as per drawings, specifications and to the entire satisfaction of engineer-in- charge.</p>
10	DOORS & WINDOWS	<p>Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate z sections and other sections conforming to Is: 733 and IS : 1285 of Jindal, Hindalco, Mahavir or equivalent make approved by Engineer in Charge , fixed with rawl plugs and screws or with Fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC Plug/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing/paneling, C.P.brass/stainless steel screws, all complete as per architectural drawings (Glazing and paneling separate)</p>

11	SHUTTERS OF DOORS & WINDOWS	Pre-laminated flat pressed 3 layer (medium density) particle board or graded wood particle board IS : 3087 marked, with one side decorative and other side balancing lamination Grade I, Type II exterior grade IS : 12823 marked, in shelves with screws and fittings wherever required, edges to be painted with polyurethane primer (fittings separate).
		Factory manufactured flush door (Code : II Revision IS-2191 Part-I) 1973 (d) 35 mm thick
		Wrought iron and mild steel ladders, framed grills, grating etc. with ends of bars, riveted or welded or forged, framed window guards, barred iron doors, stair case, iron railing.
		Aluminium fittings complete for doors, windows such as tower bolts, handleless and screw etc. for these fittings Excluding sliding bolt (For shutter area above 0.50 sqm)
		Glazing in aluminium door, window, ventilator shutters and partitions etc. complete as per the architectural drawings. 6 mm thick Toughened Glass
		Aluminium door, window, ventilator shutters and partitions etc. complete as per the architectural drawings 8 mm thick Toughened Glass
		Wire gauge fixed on steel windows of standard rolled steel section, with 3mm thick flat iron cover moulding of 12.5mm width, fixed with machine screws.
		Double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors
		Aluminium sliding door bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. 300mm x 16mm & 250mm X 16mm
		Providing and fixing hydraulic door closer ISI mark with necessary screw etc. complete
12	PLASTERING	12.5 mm thick cement plaster 1:3
		Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
		Providing and fixing stair case railing made out of M.S. square bars 20mm x 20mm as vertical part 0.70 m high fixed with M.S. base plate of 40mm x 40mm x 6mm and flat iron 40mm x 6mm as hand rail.
13	ROOF WATERPROOFING	Terracing consisting of tiles 22.86 cm x 11.43 cm x 3.81 cm laid over 25mm mud plaster, 75 mm mud filling on another layer of 25 mm mud plaster including two coats of bitumen laid hot @ 1.65 Kg. per Sqm. on top of R.C.C slab including grouting with cement

		sand mortar 1:4 and top surface to be left clear after wire brushing etc.
		Providing and fixing 110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications and to the entire satisfaction of Engineer-incharge. (If fixed on wall face clamp to be paid separately as per respective item)
		110 mm dia SWR U.P.V.C bend for Rain water pipe as per IS:14735
		110 mm dia SWR U.P.V.C Coupling/Sockete for Rain water pipe as per IS:14735
14	ROLLING SHUTTER	rolling shutters of approved make, made of 80mm x 1.25mm M.S. Laths, interlocked together through their entire length, and jointed together, at the end by end locks, mounted on specially designed pipe shaft, with brackets, side guides 27.5 cm long wire spring grade No. 2 and arrangement for inside and outside locking, with push and pull operation complete, including top cover 0.80mm thick
15	MANHOLE	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>WASHING AREA</b>		
1	PCC (M10)	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	RCC Below FGL and Above FGL (M25)	Reinforced cement concrete M-25 /As per Design
3	BRICKWORK (Crushing strength 3.5 N/mm <sup>2</sup> )	First class burnt brick work laid in cement sand mortar 1:5
4	REINFORCEMENT (Fe-500)	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL

5	FORMWORK	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc.:- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
6	ROOFING	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers
7	FLOORING	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
8	Plastering	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
		40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)
9	MANHOLE	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>FUEL STATION</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.



5	<b>ROOFING</b>	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers
6	<b>FLOORING</b>	40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished.
7	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
8	<b>RAINWATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications
9	<b>PAINTING</b>	Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint
10	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>INSPECTION PIT</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
5	<b>ROOFING</b>	Corrugated GI Sheet roofing 0.80 mm thick fixed with galvanized iron J or L hooks 10mm dia, GI Limpot and bitumen washers

6	<b>FLOORING</b>	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing. (Kota stone only on island for keeping tools etc. Inspection pit flooring 40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished)
7	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
8	<b>RAINWATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications
9	<b>PAINTING</b>	Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint
10	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>SUB STATION &amp; SECURITY CABIN</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FLOORING</b>	Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.
		40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)

		Providing and laying vitrified floor tiles 600x600mm size premium quality, manufactured using Double Charge Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on existing flooring with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base, including grouting the joints (Tiles to be laid with 2mm to 3 mm gap using spacers and later this gap to be filled with cement based grout). with cement based grout and matching pigments etc., complete (Design is homogenous throughout the tile body).
5	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar
6	<b>PLASTERING</b>	12.5 mm thick cement plaster 1:3
		Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratchin
7	<b>RAIN WATER PIPE</b>	110 mm dia SWR U.P.V.C Rain water pipe (ring fitted type-A) as per IS:13592 including jointing during masonry complete as per specifications and to the entire satisfaction of Engineer-incharge.
8	<b>DOORS &amp; WINDOWS</b>	Factory manufactured flush door (Code : II Revision IS-2191 Part-I) 1973
		Pressed steel frames (Chowkats) consisting of 18 gauge (1.25mm) thick steel sheet of the specified section(standard design latest) including iron lugs (hold fasts) iron hinges, confirming to P.W.D. specifications including bolts for fixing stops, locknotch provision for receiving tower bolts, Hydraulic spring and finished with one priming coat of approved quality,
		Open able steel windows of standards rolled steel sections, joints mitred and electrically flash welded with iron fittings, necessary iron handles, peg stay, catchers bolts, iron lugs and pressed steel projected hinges and glazing clips and labour for fixing during masonry complete (excluding glazing) (a) Up to One sqm Area
		Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC Plug/ neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item) 5.5 mm thick
		Aluminium sliding door bolts ISI marked anodized (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with nuts and screws etc. complete :

		Wrought iron and mild steel ladders, framed grills, grating etc. with ends of bars, riveted or welded or forged, framed window guards, barred iron doors, stair case, iron railing including cost of bolts and nuts or screws or welding rod, complete fixed in position.
9	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm- Construction of brick masonry inspection chambers size a upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>PAVED AREA</b>		
1	CLEARING & GRUBBING	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 metres including removal and disposal of top organic soil not exceeding 150 mm in thickness as per technical clause 201 of MORT&H specifications in area of light jungle (by Mechanical Means)
2	EMBANKMENT	Embankment with Good Quality Earth obtained from Borrowpits-(a) Construction of embankment with good quality earth obtained from borrow pits including compensation of earth, loading, unloading, carriage to site of work, spreading, grading to required slope and compacting to meet requirement of table 300-2 as per technical clause 305 of MORT&H specifications

3	GRANULAR SUB BASE	Granular sub-base by providing material grading-III, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with vibratory roller to achieve the desired density, complete as per technical clause 401 of MORT&H specifications
4	COMPACTION	Compaction of Earth work and preparation of sub grade including lossing,levelling of earth 225mm thick top layer,rough dressing of soil,final dressing of earth to give level,camber,watering,rolling with road roller,compacting the bed to achieve minimum dry density as given in table 300-ii as per technical clause 305 of MORT&H specifications.
5	DRY LEAN CONCRETE	Dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc.
6	MEMBRANE	Providing and laying Separation Membrane of impermeable plastic sheeting 125 micron thick as per required specification
7	PAVEMENT QUALITY CONCRETE	Unreinforced plain cement concrete pavement in M-40 mix design over a prepared sub base with cement contents 500kg per cum and coarse and fine aggregates conforming to IS:383 mixed with concrete mixer using weigh batcher, laid in position over 125 micron thick polythene sheet, compacted with needle vibrator, screed vibrator and plate vibrator, dewatering of free water with vaccum pump, finishing the surface with power floater, including provision of contraction and expansion joints as required, finishing to required lines and grades as per drawings and technical clause 1501 of MORD specifications
8	REINFORCEMENT	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, ie: SAIL/RINL/TATA/JINDAL

Sl. No.	Description of work	Specifications
<b>BOUNDARY WALL</b>		
1	<b>CEMENT CONCRETE</b>	Cement Concrete 1:2:4 with stone ballast or shingle.
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>BRICKWORK (Crushing</b>	First class burnt brick work laid in cement sand mortar 1:5

	<b>strength 3.5 N/mm<sup>2</sup>)</b>	
5	<b>PLASTERING</b>	Washed stone grit plaster on exterior walls of height up to 10 M. above ground level in two layers, under layer 12.5mm cement plaster 1:4 (1 cement : 4 coarse sand ) furrowing coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2the under layer with scratching tool, applying cement slurry on the under layer @ 2 as per approved pattern including scrubbing and washing, the top layer with brushes and water to expose the stone chippings,
		Bearing plaster of 10 mm thick cement plaster 1:3 cement sand finished with a floating coat of neat cement and thick coat of lime wash/POP on top of walls when dry for bearing of RCC slabs and beams.
6	<b>STONE WORKS</b>	Kota stone tiles 25mm thick in skirting risers of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone, including rubbing and polishing.
7	<b>STEEL WORKS</b>	Steel work, fixed independently without connecting plates, including cutting, hoisting and fixing in position Tees, angles and channels.
8	<b>FENCING</b>	G.I. barbed wire fencing wcomplete as per technical clause 807 of MORT&H specifications

Sl. No.	Description of work	Specifications
<b>DEWATS</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar 1:5
4	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
5	<b>PLASTERING</b>	40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
6	<b>MANHOLE</b>	560mm, 500mm and 450mm internal Diametre circular or 455 mm x 610mm clear inside opening rectangular RCC manhole cover and frame ISI marked as per IS12592-2002
		(d ) 450x600 mm Clear inside opening rectangular RCC Manhole Cover With Frane (Heavy Duty)

7	<b>FOOT REST FOR MANHOLE</b>	Providing orange colour safety footrest of minimum 6mm thick plastic encapsulated as per IS:10910 on 12mm dia steel bar conforming to IS: 1786 having minimum cross section as 23mm x 25mm and over all minimum length 263mm and width as 165mm with minimum 112mm space between protruded legs having 2mm tread on top surface by ribbing or chequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specification and having manufacturer's permanent identification mark to be visible even after fixing, including fixing in manholes with 30x15x11.5cm cement concrete block 1:2:4 (1 cement: 2 sand: 4 stone aggregate).
8	<b>PLUMBING</b>	INTERNAL / EXPOSED: Providing & fixing CPVC (Chlorinate Polyvinyl Chloride) FlowGuard CTS SDR 11 pipes conforming to IS 15778 & SDR 11 fittings upto 50mm, & Schd 40 pipes as ASTM F 441 & CPVC Schd 80 fittings above 50 mm for Hot & Cold Water Supply including jointing of all Flow Guard Plain & brass threaded fittings with FlowGuard Solvent Cement testing of joints on walls, terrace, ducts, shafts, ringline on terrace with all plugs, clamps
		SDR -11 Pipe, 25mm o/d
		SDR -11 Pipe, 40mm o/d
		SDR -11 Pipe, 50mm o/d
		Schd 40 pipe, 80mm i/d
		Schd 40 pipe , 100mm i/d
		PUMPS
		5HP pump (STAINLESS STEEL SUBMERSIBLE PUMP)
		NON RETURN VALVE
		Extra for fixing Non-return valves in pipe lines jointing with tyten joint including all carriages complete.
		Class PN-1.0 as per ISI with gun metal flap
		b)100mm i/d Non-return valve
		Providing & fixing C.I / D.I Flanged end , stem of SS (AIS 1410) and Bronze (gun metal) working parts sluice valves ISI marked 14846-2000, including socketted or flanged, jointing testing & cost of Nut Bolt & insertion Sheet including all carriage complete. (As approved By Engineer-in-charged)
		Class PN -1 ISI
		b) 100mm i/d Sluice Valves Socketted or Flanged
9	<b>WELDED MESH</b>	10 gauge welded mesh of 25mm x 25mm size fixed on steel glazing with MS flat 20mm x 6mm bedding complete in all respect including painting two coats with Synthetic Enamel Paint and Priming coat.
10	<b>SEPERATION MEMBRANE</b>	Separation Membrane of impermeable plastic sheeting 125 micron thick as per required specification

11	<b>GRAVEL FILTER</b>	Filter media with granular materials/stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2. of MoRTH specifications to a thickness of not less than 600 mm with smaller size towards the soil and bigger size towards the wall and provided over the entire surface behind abutment, wing wall and return wall to the full height compacted to a firm condition.
12	<b>WEEP HOLES</b>	Providing weep holes in Brick masonry/Plain/ Reinforced concrete abutment, wing wall/ return wall with 100 mm dia PVC pipe, extending through the full width of the structure with slope of 1V :20H towards drawing face.

Sl. No.	Description of work	Specifications
<b>WET RAMP</b>		
1	<b>CEMENT CONCRETE</b>	Cement Concrete 1:2:4 with stone ballast or shingle.
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>BRICKWORK (Crushing strength 3.5 N/mm<sup>2</sup>)</b>	First class burnt brick work laid in cement sand mortar 1:5
5	<b>FORMWORK</b>	Structural steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position :- a) For roof trusses, well curbs, plates and trussed girders, etc. of any span for buildings and bridges up to 15 m span.
6	<b>FLOORING</b>	<p>Kota stone tile flooring 20mm to 30 mm thick over 12.5mm thick base of cement mortar 1:3 (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone including rubbing and polishing.</p> <p>Kota stone rough dressed 40mm to 50mm thick slabs, set to pattern in pavements over 20mm thick base of cement mortar (1 cement, 3 Sand) laid and jointed with neat cement slurry, mixed with pigment to match the shade of stone.</p> <p>Kotah stone tile 20mm thick in skirting, riser of steps, dado walls and pillars laid in 12.5mm thick cement mortar 1:3 (1 Cement and 3 Sand) and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and polishing.</p> <p>Base course of floor consisting of 100mm thick cement concrete 1:8:16 and 100mm sand filling.</p>



		Vitrified floor tiles 600x600mm size premium quality, manufactured using Soluble Salt Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement :4 fine sand ) for new flooring laid with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base etc.,
		40mm thick grey polished flooring cement concrete 1:2:4 topping finished with 3 mm thick neat coat of cement rubbed and polished. (IPS)
		40 mm thick cement plaster D.P.C. 1:3 with admixture of water proofing compound @ 1 Kg/ Bag of cement.
7	<b>PLASTERING</b>	Preparation of plastered surfaces for distempering including surface, applying filling with approved quality filler consisting of plaster of Paris and chalk mitti including finishing the surface to the required finish complete.
8	<b>PCC</b>	Plain cement concrete M-20 grade precast kerb 250mm high with bottom width 165mm and top width 115mm fixed in position on earth base as per technical clause 408 of MORT&H specifications CSR 24.41
9	<b>MANHOLE</b>	Man hole 450mmx450mmx450mm-Brick masonry inspection chambers size as given below upto 0.60 m average depth in 1:5 cement sand mortar, lime concrete with 40 per cent lime mortar 2:3 in foundation, cement concrete 1:2:4 benching 12.50mm thick cement plaster 1:2 with a floating coat of 1mm thick of neat cement, R.C.C. 1:2:4 slabs 100mm thick cement concrete topping 50mm thick with 455mm x 455mm, 455mm x 610mm inside light duty C.I. inspection chamber cover and frame (Weight as per I.S.I specifications) painted with 3 coats of black bitumastic paint conforming to I.S.I complete as per standard design. (a)Size 450mm x 450mm inside with RCC 455mm x 455mm cover and frame light duty double seal

Sl. No.	Description of work	Specifications
<b>ENTRY GATE</b>		
1	<b>PCC (M10)</b>	Cement Concrete 1:3:6 with stone ballast or shingle/ As per Design
2	<b>RCC Below FGL and Above FGL (M25)</b>	Reinforced cement concrete M-25 /As per Design
3	<b>REINFORCEMENT (Fe-500)</b>	Cold twisted deformed (Ribbed/ Tor Steel Bar) Bars Fe 500 grade as per IS 1786-1985, for R.C.C works, brands ie: SAIL/RINL/TATA/JINDAL
4	<b>FORMWORK</b>	Centring and shuttering for faces of walls, partitions, retaining walls and the like (vertical or battering) including attached pillasters, buttersses etc when curved.
5	<b>MAIN DOOR</b>	Iron grated doors, including pintle hinges and arrangements.

6	<b>PAINTING</b>	priming coat with metal primer on new steel or iron work including preparation of surface. (With special quality paint)
		Painting two coats excluding priming coat with synthetic enamel paint in all shades on wood work, metallic or plastered, concrete surface to give an even shade. With special quality paint

Sl. No.	Description of work	Specifications
<b>PUBLIC HEALTH</b>		
1	<b>BORING</b>	Boring with casing pipe for tubewell in all soils except ordinary hard rocks requiring blasting including removing the casing pipe after the tubewell is lowered & tested, equipment as required such as hand boring machine and its accessory
		(c) Boring with 250mm I/d Housing Pipe
		0 to 150m
		MS Pipe as per IS: 4270-2001 including MS sockets having dimensions as per IS code duly welded with MS electrode to have extra strength to lower the pipe into tubewell bore.
		(d) 200mm nominal diameter (weight 41.6kg per meter) 8.0mm thickness
		Stainless Steel Cage type wire wound screen as per IS: 8110-2000 or latest with SS socket to connect Strainer to Strainer Duly welded with suitable grade S.S welding electrode to lower the strainer into tubewell bore.
		(b) 200 mm internal diameter (slot size 0.15/0.20mm) 6.30 mm thickness
		M.S. special socket to connect S.S. Strainer to M.S. Pipe duly welded with suitable grade welding electrode complete in all respect.
		(c) 200 mm internal diameter
2	<b>PUMP CHAMBER</b>	Pump chamber size 3.70m x4.30 m including gravel pit & steel electric wiring components in all respect as per standard design
3	<b>PUMPING MACHINERY</b>	One No. Electrically driven Submersible Pumping set of reputed Make capable of delivering against a head of (7.50 BHP) along with electric panel board consisting of electric appliances such as automatic Star Delta Push Button or oil immersed Starter, Main Switch, VM, Ampere Meter, ELCB, Shunt Capacitor, Single Phase preventer, Indicating Lamps, Kit-Kat etc. including M.S. Column Pipe of suitable size 80 mm = 50 mtr (in 3 mtr lengths each with flanges , screwed and welded on both sides) rubber gaskets, nuts and bolts submersible cable (reputed make) complete in all respects as per standard Specifications.

		100mm dia delivery main (From Tube well to Duck Foot bend including cost of C.I/D.F Pipes, D/F Sluice valves, D/F NRV & Specials as C.I Bends, Tail Piece Tees etc.. inside the pump chamber as per standard design
4	<b>DEVELOPMENT OF WATER WORKS</b>	DEWATERING WATER DRAIN PUMPS:-
		Centrifugal sump pumps for clear water suitable for 415 ±10% volt, 3 phase/230 ±10% volt single phase, 50 Hz AC power supply. Each pump shall be suitable for automatic/manual operation complete with control panel as required to complete the system for working condition capacity of the pump as under sump location in basement. The pump shall be mounted on top of sump & should be suitable for negative suction of 0.5 - 0.7 mtrs.
		Domestic Water Supply :-
		Capacity : 10 cu. mtr./ hr. (1w. + 1 s.)
		Head : 15 MTRS
5	<b>WATER COOLER</b>	self contained drinking water cooler with refrigerator R-22 cooling capacity 150 ltr.per hour and storage cap. 150 Ltr complete in all respect with 3 Nos Push button electric & water connection and all other fittings with stabiliser 4KVA (Make Blue Star/ Voltas)

**Annexure – PB5: Draft Depot Lease Agreement**

**BPTS** having its principal office at [ \_\_\_\_\_ ], (hereinafter referred to as “The Authority” which expression shall include its successors and permitted assigns);

**AND**

[**XYZ LTD.**], a \_\_\_\_\_ incorporated under the [Companies Act, 1956]/[Companies Act, 2013]/ Registered Partnership firm/ Registered Proprietary firm acting through [ \_\_\_\_\_ ] having its registered office at [ \_\_\_\_\_ ] (hereinafter referred to as “the Operator”, which expression shall include its successors and permitted assigns);

**AND WHERE 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.
2. Pursuant to the Bus Operator’s Agreement, the Authority is providing to the Operator the right to use and the right of way to the bus depot (the details of which are provided in the Schedule 1 to this Depot Lease Agreement) (“**Depot**”) for the limited purpose of implementation of the Project.
3. The Parties are hereby entering into this Depot Lease Agreement to specify the terms and conditions of the use of the Depot by the Operator.
4. The actual memorandum of handover of Depot to the Operator along with relevant Depot details is placed as Annexure to this Agreement.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator’s Agreement.
2. The Authority hereby provides on a Lease basis the Depot (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Depot on the terms and conditions of this Lease, it being recorded that the Authority warrants that the Depot

will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable shelter for the Contracted Buses while not in use and to facilitate the cleaning, repair and maintenance of the Contracted Buses.

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

3. This Depot Lease Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Depot Lease or the Bus Operator's Agreement for whatever reason, whichever is the earlier ("**Lease Period**").
4. There shall be rental of Rs. 1000/- per annum payable by the Operator to the Authority in respect of the Lease for use of the Depot, provided that the Operator discharges all of its obligations pursuant to this Depot Lease Agreement and the Bus Operator's Agreement.
5. The Operator shall be responsible for timely payment of the cost of all electricity and water consumed at or on the Depot, determined at prevailing rates in accordance with readings of separate sub-meters. It is hereby clarified that the Operator shall be liable to pay the cost of all the utilities on actual consumption and only in relation to such area of the Bus Depot as has been provided under this Depot Agreement.
6. Insurance
  - a. All type of insurance for any damages in the depot shall be taken by the operator. 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.
  - b. 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.
7. Cession and Subletting

The Operator shall not be entitled to:

  - a. cede all or any of its rights or delegate any of its obligations under this Depot Lease Agreement;

- b. sublet the Depot in whole or part; or
- c. give up possession and/or control of the Depot to any third party, without the Authority's prior written consent.

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

9. Maintenance and Repairs

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

- a. throughout the Lease Period maintain in good order and condition the interior and exterior of the Depot and all parts thereof, including (without limitation of the

generality of this obligation) all windows, doors, appurtenances, fixtures and fittings contained in the Depot;

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

10. Alterations, additions and improvements

- a. The Operator shall not make any alterations or additions to the Depot without the Authority's prior written consent.

- b. If the Operator does alter or add to the Depot in any way, whether in breach of sub-clause (a) or not, the Operator shall, if so required in writing by the Authority, restore the Depot on the termination or cancellation of this Agreement to the same condition as it was prior to such alteration or addition having been made, normal wear and tear excepted. Unless this Agreement is terminated or cancelled by the Authority as a result of a breach hereof by the Authority, the Authority's requirements aforementioned shall be communicated to the Operator not less than [10 (ten)] Business Days prior to the termination or cancellation. For the sake of clarity, the Parties agree that this sub-clause (b) shall not be construed as excluding any other or further remedy which the Authority may have in consequence of a breach by the Operator of sub-clause (a).
- c. Save for any alteration or addition which is removed from the Depot as required by the Authority in terms of sub-section (b), all alterations or additions made to the Depot shall, on termination or cancellation of this Depot Lease Agreement, become the property of the Authority and may not be removed from the Depot at any time. Subject to any prior written agreement to the contrary between the Parties, the Operator shall not, whatever the circumstances, have any claim against the Authority for compensation for any alterations or additions to the Depot.

11. Exclusion of Liability

- a. The Operator shall have no claim against the Authority for any loss or damage suffered by the Operator by reason directly or indirectly of:
  - i. any negligent act or omission of the Authority or any agent or servant of, or contractor to, the Authority, including (without limiting the generality of the foregoing) any negligent act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or commissionaire, excluding gross negligence and/or wilful default;
  - ii. any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating, or any other amenity or service to the Depot (including, without limiting the generality of the foregoing, any cleaning service), whatever the cause;
  - iii. any breakdown of, or interruption or delay in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Depot, and including (but without limiting the generality of the foregoing) any geyser, boiler, burglar alarm or security installation or system, again regardless of cause;



- iv. any interruption of, or interference with, the enjoyment or beneficial occupation of the Depot or any parts of the common Depot caused by any building operations or other works to or in the Depot, whether by the Authority or by anybody else; or
  - v. any other event or circumstance beyond the Authority's reasonable control occurring, or failing to occur, upon, in, or about the Depot, whether or not the Authority could otherwise have been held liable for such occurrence or failure, and the Operator indemnifies the Authority and holds it harmless against any and all liability to any employee or agent of the Operator, its guests and other invitees, and all other persons who may occupy or be entitled to occupy the Depot or any parts thereof through or under the Operator.
- b. The Authority shall not, however, be excused from specific performance of any of the Authority's obligations under this Agreement, whether express or implied, and particularly (but not only) the Authority's obligations to afford the Operator occupation and enjoyment of the Depot as contemplated by this Agreement.

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

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

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

13. Damage to or destruction of Depot

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

14. Special Remedy for Breach

- a. Should the Operator be in breach of any of the terms or conditions of this Depot Lease 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 required 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 Lease Agreement with immediate effect, be repossessed of the Depot, and recover from the Operator such damages sustained as a result of the breach and the termination of this Depot Lease Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Depot Lease Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Depot Lease Agreement) and in particular any right of termination of this Depot Lease Agreement on the ground of a material breach of this Depot Lease Agreement.
- c. In the event of the Authority having terminated this Depot Lease Agreement or this Agreement justifiably but the Operator remaining in occupation of the Depot, with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Depot or any part thereof.

15. 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 Lease Agreement on such terms and conditions as may be agreed between the Parties in writing prior to the expiration of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement by their duly 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)



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

**Depot 1:**

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

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

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

For Operator

Name, Sign, Time and Place

**Annexure – PB6: Liquidated Damages**

**1. Vehicle – Fine per deficiency per bus**

<b>Sr. No.</b>	<b>Deficiencies</b>	<b>Fine Km</b>
<b>1</b>	Modification of the design or paintwork of the exterior or interior of the bus without the authorization of Authority	50
<b>2</b>	Missing bus body panels on the exterior/interior of the bus	50
<b>3</b>	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	50
<b>4</b>	Dirty vehicle( i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour; dirty windows and glass panels, Spots) inside or outside, at the time of start of first shift in the morning	50
<b>5</b>	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
<b>6</b>	Fire Extinguisher missing or beyond expiry date	25
<b>7</b>	Malfunctioning passenger door	50
<b>8</b>	Broken/Loose/Missing Passenger Seat	25
<b>9</b>	Loose or missing handrails, roof grab rails and/or with Sharp edges	25
<b>10</b>	Visible dents more than 6” beyond 1 week on the bus exterior	25
<b>11</b>	Malfunctioning/Broken Light in the passenger compartment	25
<b>12</b>	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the AUTHORITY	25
<b>13</b>	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by	25

	Authority	
<b>14</b>	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority	200
<b>15</b>	Leakage of Oil and diesel	25
<b>16</b>	Defective break and clutch	50
<b>17</b>	Damaged Tyre	100
<b>18</b>	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	25

**2. Bus Operation – Fine shall be applied per incident.**

<b>Sr. No.</b>	<b>Incidents</b>	<b>Fine Km</b>
<b>1</b>	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus for Buses as per Assured Fleet Availability	25
<b>2</b>	Delay of more than 20 min beyond the end of shift.	10
<b>3</b>	Driver not responding to more than 3 consecutive directions sent by Authority Control Centre.	25
<b>4</b>	Stopping at Bus Station for longer than authorized by Authority	25
<b>5</b>	Improper Docking the of the Buses	25
<b>6</b>	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	25
<b>7</b>	Not stopping at Station designated as per Operating Plan unless authorized by Authority	25
<b>8</b>	Stopping at Station not designated as per Operating Plan unless authorized by Authority	25

<b>9</b>	Changing bus route without authorization of Authority	25
<b>10</b>	Bus breakdown inside the Bus Lane	50
<b>11</b>	Bus breakdown during operating hours at location other than bus lane	25
<b>12</b>	Abandoning bus during operating hours (not limited to Bus Stations, Terminals and Bus Lane)	200
<b>13</b>	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
<b>14</b>	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
<b>15</b>	Use of Cell phone by Driver while driving	25
<b>16</b>	Driver not wearing clean uniform as designed by Authority	25
<b>17</b>	Driver in drunken state	100
<b>18</b>	Misbehavior by driver with Authority officials	25
<b>19</b>	Cause accident due to irresponsible driving	50
<b>20</b>	Drive above speed limit set by Authority	25



**Annexure – PB7: Details of Contracted Buses**

<b>Sr. No</b>	<b>Registration Number</b>	<b>Make</b>	<b>Model Number</b>	<b>Bus Type</b>	<b>Emission</b>	<b>Floor Height (mm)</b>	<b>Date of Registration</b>	<b>Kms covered</b>
1	OR-02-BP-9923	TATA	LPO1512-55	Standard	EURO III	900	21-06-11	403955
2	OR-02-BP-9925	TATA	LPO1512-55	Standard	EURO III	900	21-06-11	280710
3	OR-02-BQ-1667	TATA	LPO1512-55	Standard	EURO III	900	28-06-11	395618
4	OR-02-BR-3006	TATA	LPO1512-55	Standard	EURO III	900	18-08-11	407486
5	OR-02-BH-9268	TATA	LPO1512-55	Standard	EURO III	900	06-10-10	332251
6	OR-02-BH-9270	TATA	LPO1512-55	Standard	EURO III	900	06-10-10	350391
7	OR-02-BH-9271	TATA	LPO1512-55	Standard	EURO III	900	06-10-10	296408
8	OR-02-BH-9278	TATA	LPO1512-55	Standard	EURO III	900	06-10-10	306737
9	OR-02-BH-9279	TATA	LPO1512-55	Standard	EURO III	900	06-10-10	326841
10	OR-02-BH-9947	TATA	LPO1512-55	Standard	EURO III	900	08-10-10	343509
11	OR-02-BH-9948	TATA	LPO1512-55	Standard	EURO III	900	08-10-10	351722
12	OR-02-BK-5672	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	308416
13	OR-02-BK-5673	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	272665
14	OR-02-BK-5675	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	289315
15	OR-02-BJ-4206	TATA	LPO1512-55	Standard	EURO III	900	25-10-10	303518
16	OR-02-BH-9266	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	318774
17	OR-02-BH-9272	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	321677
18	OR-02-BH-9276	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	321220
19	OR-02-BK-5667	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	357388
20	OR-02-BK-5668	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	361928
21	OR-02-BK-5669	TATA	LPO1512-55	Standard	EURO III	900	06-12-10	332731
22	OR-02-BK-9902	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	394051
23	OR-02-BK-9903	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	362757
24	OR-02-BK-9905	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	358433
25	OR-02-BK-9906	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	352108
26	OR-02-BK-9907	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	343319
27	OR-02-BK-9908	TATA	LPO1512-55	Standard	EURO III	900	27-12-10	338666
28	OR-02-BS-8636	TATA	LPO1512-55	Standard	EURO III	900	21-10-13	405708
29	OR-02-BS-8637	TATA	LPO1512-55	Standard	EURO III	900	21-10-13	257489
30	OR-02-BS-8638	TATA	LPO1512-55	Standard	EURO III	900	21-10-13	254501
31	OR-02-BS-8639	TATA	LPO1512-55	Standard	EURO III	900	21-10-11	272719
32	OR-02-BS-8641	TATA	LPO1512-55	Standard	EURO III	900	21-10-11	301581
33	OR-02-BR-2970	TATA	LPO1512-55	Standard	EURO III	900	18-08-11	285186
34	OR-02-BR-2972	TATA	LPO1512-55	Standard	EURO III	900	18-08-11	260380
35	OR-02-BR-2974	TATA	LPO1512-55	Standard	EURO III	900	18-08-11	311773
36	OR-02-BY-3224	TATA	LPO1512-55	Standard	EURO III	900	11-06-12	214010
37	OR-02-BY-3225	TATA	LPO1512-55	Standard	EURO III	900	11-06-12	278807
38	OR-02-BY-3227	TATA	LPO1512-55	Standard	EURO III	900	11-06-12	259914
39	OR-02-BY-3228	TATA	LPO1512-55	Standard	EURO III	900	11-06-12	205490

40	OD-02-C-9792	TATA	LPO1512-55	Standard	EURO III	900	11-01-13	263595
41	OD-02-C-9793	TATA	LPO1512-55	Standard	EURO III	900	11-01-13	233789
42	OD-02-C-9794	TATA	LPO1512-55	Standard	EURO III	900	11-01-13	293122
43	OD-02-C-9795	TATA	LPO1512-55	Standard	EURO III	900	11-01-13	273115
44	OD-02-G-1931	TATA	LPO1512-55	Standard	EURO III	900	18-06-13	216055
45	OR-02-BK-9914	SMAZDA	WT50TC III	Midi	EURO III	900	27-12-10	447857
46	OR-02-BK-9918	SMAZDA	WT50TC III	Midi	EURO III	900	27-12-10	121255
47	OR-02-BK-9919	SMAZDA	WT50TC III	Midi	EURO III	900	27-12-10	472965
48	OR-02-BK-9923	SMAZDA	WT50TC III	Midi	EURO III	900	21-06-11	376136
49	OR-02-BK-9924	SMAZDA	WT50TC III	Midi	EURO III	900	27-12-10	376185
50	OR-02-BK-9925	SMAZDA	WT50TC III	Midi	EURO III	900	27-12-10	485700
51	OD-02-U-5341	TATA	LP912-49	Midi	EURO III	900	19-03-15	208205
52	OD-02-U-5342	TATA	LP912-49	Midi	EURO III	900	19-03-15	208787
53	OD-02-U-5343	TATA	LP912-49	Midi	EURO III	900	19-03-15	197976
54	OD-02-V-3581	TATA	LP912-49	Midi	EURO III	900	20-05-15	103165
55	OD-02-V-3582	TATA	LP912-49	Midi	EURO III	900	20-05-15	206189
56	OD-02-V-3583	TATA	LP912-49	Midi	EURO III	900	20-05-15	191297
57	OR-02-BK-5676	SMAZDA	WT50TC III	Midi	EURO III	900	06-12-10	170750
58	OR-02-BK-5683	SMAZDA	WT50TC III	Midi	EURO III	900	06-12-10	271581
59	OR-02-BK-5684	SMAZDA	WT50TC III	Midi	EURO III	900	06-12-10	247948
60	OR-02-BR-9210	SMAZDA	WT50TC III	Midi	EURO III	900	15-09-11	309018
61	OR-02-BR-9211	SMAZDA	WT50TC III	Midi	EURO III	900	15-09-11	309216
62	OR-02-BQ-3869	SMAZDA	WT50TC III	Midi	EURO III	900	07-07-11	341987
63	OR-02-BQ-3870	SMAZDA	WT50TC III	Midi	EURO III	900	07-07-11	354573
64	OR-02-BQ-3871	SMAZDA	WT50TC III	Midi	EURO III	900	07-07-11	792799
65	OR-02-BQ-3872	SMAZDA	WT50TC III	Midi	EURO III	900	07-07-11	793841
66	OR-02-BQ-3873	SMAZDA	WT50TC III	Midi	EURO III	900	07-07-11	383870
67	OR-02-BM-7503	SMAZDA	WT50TC III	Midi	EURO III	900	15-03-11	180729
68	OR-02-BM-7504	SMAZDA	WT50TC III	Midi	EURO III	900	15-03-11	194070
69	OR-02-BM-7510	SMAZDA	WT50TC III	Midi	EURO III	900	15-03-11	159977
70	OR-02-BK-5680	SMAZDA	WT50TC III	Midi	EURO III	900	06-12-10	292866
71	OR-02-BH-9952	SMAZDA	WT50TC III	Midi	EURO III	900	08-10-10	277185
72	OR-02-BH-9953	SMAZDA	WT50TC III	Midi	EURO III	900	08-10-10	326421
73	OR-02-BH-9265	SMAZDA	WT50TC III	Midi	EURO III	900	06-10-10	237228
74	OD-02-V-3584	TATA	LP912-49	Midi	EURO III	900	20-05-15	88922
75	OD-02-V-3585	TATA	LP912-49	Midi	EURO III	900	20-05-15	118054
76	OD-02-V-3586	TATA	LP912-49	Midi	EURO III	900	20-05-15	120581
77	OD-02-5377	SMAZDA	WT50TC III	Midi	EURO III	900	01-10-12	149169
78	OD-02-5378	SMAZDA	WT50TC III	Midi	EURO III	900	01-10-12	165976
79	OD-02-5381	SMAZDA	WT50TC III	Midi	EURO III	900	01-10-12	171075
80	OD-02-V-2296	TATA	LP912-49	Midi	EURO III	900	11-05-15	99962
81	OD-02-V-2297	TATA	LP912-49	Midi	EURO III	900	11-05-15	108863
82	OD-02-V-2298	TATA	LP912-49	Midi	EURO III	900	11-09-15	108502
83	OD-02-V-2293	TATA	LP912-49	Midi	EURO III	900	11-05-15	107974
84	OD-02-V-2294	TATA	LP912-49	Midi	EURO III	900	11-05-15	119506

85	OD-02-V-2295	TATA	LP912-49	Midi	EURO III	900	11-05-15	129610
86	OD-02-R-8286	TATA	LP912-49	Midi	EURO III	900	24-09-14	205653
87	OD-02-R-8287	TATA	LP912-49	Midi	EURO III	900	24-09-14	205977
88	OD-02-R-8289	TATA	LP912-49	Midi	EURO III	900	24-09-14	178104
89	OD-02-R-8290	TATA	LP912-49	Midi	EURO III	900	24-09-14	186020
90	OD-02-R-8291	TATA	LP912-49	Midi	EURO III	900	24-09-14	185476
91	OD-02-V-4578	TATA	LP912-49	Midi	EURO III	900	27-05-15	186468
92	OD-02-V-4579	TATA	LP912-49	Midi	EURO III	900	27-05-15	188049
93	OD-02-V-4580	TATA	LP912-49	Midi	EURO III	900	27-05-15	201117
94	OD-02-V-4581	TATA	LP912-49	Midi	EURO III	900	27-05-15	189795
95	OD-02-V-4582	TATA	LP912-49	Midi	EURO III	900	27-05-15	172136
96	OD-02-U-5338	TATA	LP912-49	Midi	EURO III	900	19-03-15	125636
97	OD-02-U-5339	TATA	LP912-49	Midi	EURO III	900	19-03-15	129915
98	OD-02-U-5340	TATA	LP912-49	Midi	EURO III	900	19-03-15	126785
99	OD-02-P-8834	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	01-05-14	22983
100	OD-02-P-8835	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	01-05-14	21518
101	OD-02-P-8836	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	01-05-14	20092
102	OD-02-P-8837	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	01-05-14	21648
103	OD-02-Q-4901	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	13-06-14	192049
104	OD-02-Q-4902	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	13-06-14	106949
105	OD-02-Q-4904	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	13-06-14	149616
106	OD-02-Q-4906	TATA MARCOP OLO AC	Tata1624- 63 IE RE DSL E3 AC BUS	Standard AC	EURO III	650	13-06-14	119959
107	OD-02-Q-9411	TATA MARCOP OLO AC	Tata1624- 63 IE RE	Standard AC	EURO III	650	16-07-14	169203

			<i>DSL E3 AC BUS</i>					
<i>108</i>	<i>OD-02-Q-9412</i>	<i>TATA MARCOP OLO AC</i>	<i>Tata1624- 63 IE RE DSL E3 AC BUS</i>	<i>Standard AC</i>	<i>EURO III</i>	<i>650</i>	<i>16-07-14</i>	<i>128568</i>
<i>109</i>	<i>OD-02-Q-9413</i>	<i>TATA MARCOP OLO AC</i>	<i>Tata1624- 63 IE RE DSL E3 AC BUS</i>	<i>Standard AC</i>	<i>EURO III</i>	<i>650</i>	<i>16-07-14</i>	<i>107240</i>
<i>110</i>	<i>OD-02-Q-9414</i>	<i>TATA MARCOP OLO AC</i>	<i>Tata1624- 63 IE RE DSL E3 AC BUS</i>	<i>Standard AC</i>	<i>EURO III</i>	<i>650</i>	<i>16-07-14</i>	<i>115772</i>

**Annexure – PB8: Indicative List of Equipment to Be Provided by the Operator**

<b>SI no</b>	<b>Equipment Description</b>	<b>Qty required in nos</b>
1	Air Compressors	2
2	Bus Washers	2
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	2
8	Spray painting machine	1
9	Tyre pressure gauges	6
10	Hub pullers	4
11	Decanting Pump	1
12	Torque wrenches	4
13	Hydraulic Jacks	20
14	Pit trolleys	3
15	Bench vices	4
16	Working tables	6
17	Greasing machine	3
18	Gas Welding machine set	1
19	Battery Chargers	3
20	Matra Jack	1
21	Electric clamp meter	2
22	Bench Grinder	1
23	Injector tester	1
24	Portable drilling machine	3

25	Wheel alignment gauge	2
26	Hot plates for tube repairing	3
27	Chassis stands	4
28	Tool Box set	20

**Annexure – PB9: List of Authority Clearances and Operator Clearances**

<b>Sr. No.</b>	<b>Permission/ Clearance</b>	<b>Party responsible</b>
1	Roadworthiness/ Fitness certificate	Operator
2	Vehicle Registration	Operator
3	Insurance for Vehicle and other Authority owned assets like Depot	Operator
4	Stage Carriage Permit within Municipal Area	Authority
5	Stage Carriage Permit outside Municipal Area	Authority
6	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
7	Fare Notification	Authority
8	Pollution Under Control Certification	Operator
9	Road worthiness Certificate	Operator
10	Passenger Tax	Authority