

**Tender for Selection of Bus Operator
For
Operation and Maintenance of Bus Services
For
Naya Raipur Bus Rapid Transit System – Lite**

**Draft
Bus Operator Agreement
Part - II**



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**DRAFT AGREEMENT FOR OPERATION AND MAINTENANCE OF
BUS SERVICES FOR NAYA RAIPUR BUS RAPID TRANSIT SYSTEM-
LITE**

THIS AGREEMENT is made on the _____ day of _____ 2016

BETWEEN

NAYA RAIPUR DEVELOPMENT AUTHORITY, a statutory authority constituted by Government of Chhattisgarh under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973, having its office at Utility Block, Sector 19, Naya Raipur-492002 (hereinafter referred to as “NRDA” or “Authority” which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

_____, a company incorporated under the provisions of the Companies Act, 1956/ Partnership firm / Proprietor firm and having its registered office (hereinafter referred to as the “Bus Operator” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. NRDA has initiated the task of implementation of Bus Rapid Transit System (BRTS) Lite between the city of Raipur and Naya Raipur and within Naya Raipur. NRDA is in process of procurement of 30 nos Diesel Propelled Standard AC BRT Buses from Tata Motors Limited. The number of Buses may be increased in future as per requirement.
- B. BRT Lite Corridor-I is from Raipur Railway Station to Mantralaya at Naya Raipur via Old Mantralaya at Raipur, Ghadichowk, Telibandha, Serikhedi, Express Way Naya Raipur. There are two Pick-up-Points - One at Raipur Railway Station, other at Old Mantralaya. Eight Bus Shelters are located in Naya Raipur. The Pick-up-Points and the Bus Shelters are nearing completion. Bus Shelters may be added in future, as per requirement. Bus Depot, Workshop and Intelligent Transport Control Centre are located in Naya Raipur. The works are nearing completion. BRT Lite Corridor-III is within Naya Raipur.
- C. NRDA invited Tenders through competitive bidding process vide Tender Notice no. 1869/4(3)/CEE/EEC-II/BRTS/NRDA/2016 Naya Raipur Dated 04-04-2016 for Selection of Bus Operator for operation and maintenance of Bus Services for Naya Raipur Bus Rapid Transit System–Lite and received Tenders including the tenders of the -----.
- D. After evaluation of the Tenders received, NRDA accepted the tender of

_____ as the successful tender and issued its letter of Acceptance _____ dated _____ (hereinafter called the "LOA") and the Bus Operator accepted the LOA.

- E. The Bus Operator in accordance with the terms and conditions set out in the Tender Document has deposited the performance security by way of Bank Guarantee no. Dated issued by..... Bank of amount Rs.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“**Agreement or Bus Operator Agreement**” shall mean this Bus Operator Agreement as defined in Clause 1.3 hereof.

“**Agreement Period/Contract Period**” shall be the period as defined in Clause 2.2.

“**Arbitration Tribunal**” means a committee composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts

“**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.

“**Applicable Permits**” means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws for providing Bus operation and maintenance services as per this Agreement in connection with the BRTS - LITE Project during the subsistence of this Agreement.

“**Allotment Letter**” shall have a meaning specified in clause 2.3 of this Agreement

“**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 as in force today and shall include any and all modifications/ amendments thereto or any re-enactment thereof as in force from time to time.

“**Assured Fleet Availability**” shall have a meaning specified in clause 5.9 of this Agreement.

“**Affected Party**” shall mean occurrence of any of the Force Majeure Event which affects the performance by the Party claiming benefit of Force Majeure Event for performance of its obligation 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 Affected Party. .

“**Bus**” or “**Buses**” means a Passenger Bus unit or units handed over to the Bus Operator as part of this Agreement for the purposes of operation and maintenance exclusively for BRTS - LITE and/or route and schedules provided by NRDA and as per the terms of this Agreement. In relation to this, “**Contracted Buses**” shall mean all the Buses for the operation and maintenance of which the Bus

Operator has been contracted through this Agreement. The indicative technical specification of bus is specified in Schedule-3 of this Agreement.

“Base Kilometre Charge” means the rate of the Kilometre Charge payable by the Authority to the Bus Operator for travel by a Bus up to the Monthly assured Bus Kilometres.

“Bus Kilometre” means a Kilometre travelled by a Bus of the Fleet as part of its operations in the BRTS - LITE pursuant to the Operating Plan provided by Authority.

“BRTS - LITE or BRT System or BRTS - LITE Project” means the Bus Rapid Transit System – Lite (Including basic Intelligent Transportation System) for the Naya Raipur City and its surrounding areas, which is being implemented by NRDA in various phases.

“BRTS - LITE Corridor” means the roads which have been modified or are planned to be modified for the purpose of enabling smooth operation of the BRTS - LITE.

“Bus Service” means the service of operating and maintaining the Buses during the Agreement Period as part of the BRTS - LITE, in accordance with this Agreement, including providing public carriage in accordance with the performance standards stipulated by NRDA.

“Bus Specification/ Technical Specification” shall mean the specifications of the contracted Buses stipulated by the NRDA and provided as **Schedule-3** of this Agreement.

Bus Service Standards shall mean standards specified in **schedule-1** of this Agreement.

“Commencement of Operations Date or COD” is the date of commencement of operation for all Buses or particular lot of Buses. The details are specified in clause 2.3 of this Agreement.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the this Project (i.e. O&M Services, Premises and contracted buses), physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Premises.

“Expiry Date” shall mean the date on which the Agreement expires in the normal course with the efflux of time.

“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 BRTS Project.

“**NRDA**” means the Naya Raipur Development Authority

“**Letter of Acceptance**” means the letter issued by NRDA to the Successful Bidder to undertake and execute the BRTS - LITE Project in conformity with the terms and conditions set forth in the Tender Documents.

“**Material Adverse Effect**” shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provision of this Agreement and which act or event cause a material financial burden or loss to either party.

“**Material Breach**” means a breach by either Party of any of its obligations under the Bus Operator Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bus Service or implementation of the Project, and which such Party has failed to cure.

“**Parties**” shall mean the parties to this Agreement and “**Party**” shall mean either of them, as the context may admit or require.

“**Project Assets**” shall mean all movable and non- movable properties provided by NRDA.

“**Project Implementation Requirements**” shall mean and include the provisions of the Obligations of the Bus Operator.

“**Project Implementation and Management Plan**” shall have the meaning ascribed to it in Clause 5.1 (t).

“**Premises**” means the Depot and parking facilities provided by NRDA to the Bus Operator for parking, cleaning and regular maintenance of Buses.

Project Asset means the Buses allotted/contracted and Depot and/or parking facilities provided by the NRDA to the Bus Operator for parking, cleaning and regular operation and maintenance of Buses.

“**Operating Plan or Operations Plan**” means the detailed Route plan and trip schedule for the Bus Service that is developed and finalised by NRDA based on travel demand data, in consultation with the Bus Operator with which NRDA has entered into a contract.

“**Remedial Period**” means time period provided to remedy the breach/default as per terms of Agreement. The details meaning is specified in **clause 12.3 (a)**.

“**Routes**” means the routes, as determined by NRDA from time to time, on which the Buses will operate as part of the BRT System.

“**TENDER DOCUMENTS**” and / or “**TENDER DOCUMENTS Document Package**” means the Tender documents.

“**Third Party**” means any Person other than NRDA and the Bus Operator.

“**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.

“**Vandalism**” shall have meaning specified in clause 16.3 of this Agreement.

“**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.

Any other term(s), not defined herein above but defined elsewhere in this Agreement shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

1.2 Principles of Interpretation

- a. The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - (i) Between two clauses of this Agreement, the provisions of specific clauses relevant to the issue under consideration shall prevail over those in other clauses.
 - (ii) Between the Clause and the Schedules, the clauses shall prevail:
 - (iii) Between the written description on the drawings and the System Requirements/Bus Specifications, the latter shall prevail
 - (iv) Between any value written in numerals and that in words, the latter shall prevail
- f. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into

hereunder;

- g. references to laws of Chhattisgarh, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- h. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- i. Any discrepancy or change in meaning or description between the Part-I of the Tender documents and Part-II Agreement shall be resolved in favour of the Agreement.

1.3 Meaning of “Bus Operator Agreement”

The Bus Operator Agreement comprises of the following and accordingly it shall mean and include the following:

1. This Agreement along with all Schedules hereto.
2. Tender (Tender Documents) in its entirety including all its Sections, Appendices and Schedules, and Addendums thereto.
3. Letter of Acceptance
4. Performance Security

Further, any matters extraneous to the Agreement which may be required to be added/modified after the signing of this Agreement would be so rendered by an exchange of acknowledged letters, and such letters would be appended to the agreement to become integral part of the Agreement.

2.0 AGREEMENT

2.1 Appointment of the Bus Operator

Subject to and in accordance with the provision of this Agreement, NRDA hereby appoints on non-exclusive and non-transferable basis, the Bus Operator and the Bus Operator hereby accepts its appointment to operate and maintain the Bus Service connecting Raipur and Naya Raipur and within Naya Raipur in accordance with the terms of this Agreement and subject to the applicable clearances and applicable laws.

2.2 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Bus Operator, and other good and valuable consideration expressed herein, the Bus Operator hereby accepts the Bus

Operator 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.

2.3 Agreement Period/ Contract Period

- a. The period between the Date of Signing of the Agreement and the Expiry Date shall be termed the Agreement Period.
- b. The Agreement shall remain in force for a period of 7 years (Seven years) commencing from the date of signing of the Agreement. However, the Bus Operator Agreement can be extended up to a maximum of 3 years (Three Years) on such terms and conditions as the Parties may agree at such time.
- c. In the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Date of Signing and ending on the Termination Date.

2.4 Commencement of Operation Date (COD)

- a. Bus/Buses shall be allotted to Bus Operator by NRDA in phases in different lots. NRDA shall allot each lot of Buses physically along the Allotment Letter specifying number of buses, required Training Period if any. (the “**Allotment Letter**”).
- b. Bus Operator shall deploy all the Drivers, maintenance, operations and management staff required for operations and maintenance for the Training, within 15 days from the date of allotment of first lot of Buses. At the end of the Training Period, an Acceptance Certificate also indicating the stipulated date of commencement of commercial operation.
- c. The Commercial Operation Date (COD) shall be the date on which the Bus Operator actually commences the Commercial Operation of the services.
- d. Different lots of Buses may have different COD. In such event, the date of actual deployment of Buses into the service, shall be considered as the COD for the particular lot of the buses for the purpose of this clause.

2.5 Grant of rights to use Project Asset during Contract Period

- a. Subject to the terms and conditions as contained in this Agreement, NRDA hereby grants to the Bus Operator the right to access and use Project Asset only and exclusively for the purpose of fulfilment of its obligations specified in this Agreement during Contract Period. The rights granted under this Agreement shall be co-terminus with the Contract Period of

this Agreement. Upon expiry of the contract in normal course or upon early Termination of the Agreement prior to expiry of Contract Period, the Bus Operator will leave the Project Asset in the same state and condition as it was at the time of the COD (normal wear and tear excepted).

- b. Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Bus Operator, with respect to the Project Asset. Nothing contained herein shall confer or be deemed to confer any right for the Bus Operator to sub-contract, sub-license, lease and sub-lease or make available in any other form the Project Asset to any Third Party, except as expressly permitted in writing by NRDA during Contract Period.
- c. The Bus Operator hereby guarantee that it shall use the Project Asset only and exclusively for the purpose of providing timely services and discharge of its obligation and not do nor cause any damage or waste in the Project Asset or do any act which will in any way be prejudicial to the rights of the NRDA.
- d. The Bus Operator shall be fully responsible for all civil and criminal liabilities arising out of its operation and use of the Project Asset and its exercise of the rights contained under Clause, as also for all and every act resulting in any damage, injury or harm physical or legal, on account of any acts of any of its personnel and/or persons connected with the Bus Operator.
- e. The Bus Operator shall not have any right to display advertisement in the Bus Depot, Workshop, Control Centre, Parking Spaces and/or Pick-up-Points and Bus Shelters or any part thereof.

3.0 PAYMENT TO THE BUS OPERATOR

3.1 Basis of Payments

- a. The payment to the Bus Operator for the services rendered, shall be made by NRDA on the basis of Applicable Kilometre charge and the distance Travelled (**Bus Kilometres**) which will be calculated taking the following into consideration -
 - (i) **Base per Kilometre Charge as per the tender approved by NRDA** Rs. _____ (in figures)..... (in words) per km.
 - (ii) Base Year Price of Fuel/Unit: Rs _____ per litre, being the wholesale price of High Speed Diesel immediately prior to the last date of submission of the Tender, i.e on_____.
 - (iii) Base Wholesale Price Index for all commodities: _____for the year 2016.

The Wholesale Price Index for the subject year (WPI) shall be obtained from latest WPI

available as published by the Ministry of Commerce, Government of India (Source: Office of the Economic Adviser to the Government of India, Ministry of Commerce and Industry: Website: <http://www.eaindustry.nic.in>), or such other body that is reliably entrusted with this task, and shall be revised on every anniversary of the COD.

b. Method of Calculation for Payment

- 1) The payment for Bus Kilometres up to Monthly assured Bus Kilometres per Bus as part of the fleet shall be calculated as

$$\text{Payment} = [\text{R}] \times [\text{KM-period}]$$

Where,

R = Applicable Kilometre Charge

KM-period = Bus Kilometres Operated by Fleet as part of the Operating Plan during the relevant month.

- 2) Any Fines levied shall be adjusted from the payment. Monthly assured Payment Amount, if applicable, shall be paid in addition to the above.

c. Bus Kilometres for any particular Bus shall comprise of the following:

- (i) Distance travelled by the Bus assigned on given Route(s) as per the Operating Plan.
- (ii) Distance travelled by a Bus, which is outside the dedicated Scheduled route but as per Operating Plan.
- (iii) Distance travelled by a Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
- (iv) Distance travelled by the Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's services.
- (v) Distance travelled by a Bus for fuel refilling not exceeding 2 km from the Depot/Parking space.

d. Bus Kilometres shall not constitute the following -

- (i) Any kilometres travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot
- (ii) For any travel not authorized by Authority.

3.2 Monthly Assured Bus Kilometres

NRDA hereby assures the Bus Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometres travelled by each Bus that comprise the

Fleet, in a continuous period of 1 (one) calendar month, commencing from COD and then onwards on an monthly basis, will be no fewer than Four thousand Five Hundred (4500) Kilometres per Bus per Month; (“**Monthly Assured Bus Kilometres**”).

3.3 Monthly assured Payment Amount

- a. In the event that the Operating Plan and the frequency of Bus trips on the routes are not formulated such that the average number of kilometres operated per Bus as part of the fleet is not equal to the Monthly assured Bus Kilometres, NRDA will pay for such unutilized Kilometres to the Bus Operator, in addition to the payments made for average number of kilometres operated per Bus by the Bus Operator, an amount (“**Monthly assured Payment Amount**”), determined as follows:

$$\text{Monthly assured Payment Amount} = 0.5 \times (T_m - T_a) \times R$$

Where,

T_m = [Monthly assured Bus Kilometres] x [size of the Fleet]

T_a = Actual Bus Kilometres Operated by all Buses
Comprising the Fleet during the relevant month
that has triggered this provision

R = Applicable Kilometre Charge

- b. The Applicable Kilometre Charge for the purpose of the above calculation shall be the applicable kilometre charge used in payment periods during the relevant month. The determination of whether Monthly Assured Payment Amount is due will be done at the end of the relevant month. The Bus Operator shall provide to the NRDA with a notice of the calculation with the supporting data (the kilometres travelled by each of the Buses comprising the Fleet).
- c. The Monthly assured Payment Amount will not be payable for any shortfall in Fleet Kilometres that arises due to:
- (i) Default of the Bus Operator under this Agreement
 - (ii) Non-availability of Buses for reasons attributable to maintenance or accidents
 - (iii) Breach of law by the Bus Operator
 - (iv) Occurrence of a Force Majeure Event.
- d. Monthly assured Payment Amount for Standby Buses shall not be payable under this Agreement. Standby Buses shall be used to replace scheduled Buses during Contract Period to maintain Assured Fleet Availability. The Standby Buses will not be eligible for being taken into account separately but the Kilometres travelled by them will be taken into account for determining whether or not the “Monthly assured Bus Kilometres” have been satisfied per Bus, on average as part of the fleet. Kilometres travelled by Standby Buses will be counted toward either;

- (i) The Bus which the Standby Bus was brought into Service to replace, or
- (ii) All of the Buses comprising the Fleet, allocated on a pro-rata basis, if the Stand by Buses were brought into service to meet additional demand.

3.4 Payment for Excess Kilometres

If the Bus Operator exceeds the Monthly assured Bus Kilometres, then the charge applicable for the additional Kilometres per Bus above the Monthly assured Bus Kilometres shall be calculated as;

$$\mathbf{R-extra = [R] \times 0.85}$$

$$\mathbf{Additional\ Kilometre\ Payment = [R-extra] \times [KM-extra]}$$

Where,

R-extra = Additional Kilometre Charge,

KM-extra= Additional kilometres done by the fleet in the relevant month.

R = Applicable Kilometre Charge for the payment period

3.5 Basis of Revision of Kilometre Charge

- a. The Kilometre Charge shall be reviewed and (if applicable) revised. Kilometre charge for any given payment period shall be called the Applicable Kilometre Charge **for that period** and shall be revised;
 - (i) For variable cost change, using fuel price as an indicator, on a monthly basis.
 - (ii) For fixed cost change, using the Wholesale Price Index, annually.

$$\mathbf{R = [R-base] + [R-base \times 0.5 \times (F - F-base)/F-base] + [R-base \times 0.5 \times (W - W-base)/W-base] \times 0.8}$$

Where,

R = Applicable Kilometre Charge for the payment period
R-base is the Base Kilometre Charge

F = Present Price of Fuel/unit

F-base = Base Year Price of Fuel/unit

W = Present Year Wholesale Price Index

W-base = Base Year Wholesale Price Index

- b. The Wholesale Price Index for the present year (WPI) shall be obtained from latest WPI available as published by the Ministry of Commerce, Government of India, or such other body that is reliably entrusted with this task, and shall be revised on every anniversary of the COD.

3.6 Payment for Bus operation during Training Period.

During the Training Period prior to COD, NRDA shall pay the Bus Operator for all operated Kilometres as per the formula is specified below.

$$\text{Payment} = [\text{R}] \times 0.7 \times [\text{KM-period}]$$

Where,

R = Applicable Kilometre Charge

KM-period = Bus Kilometres Operated by Fleet during the Training Period. NRDA shall specify number of Buses/ Fleet to be used for driver training during the Training Period.

3.7 Limitations to Liability of NRDA

- a. NRDA shall not be liable to make any other payments such as those arising from maintenance or operations of Buses other than the payments described in the agreement.
- b. Any compensation payable to accident victims of any kind arising during or even after the expiry of this Contract period, out of operations of the bus fleet during the Agreement Period, shall be payable by the Bus Operator.
- c. Damages due to negligent driving, accidents on street shall be the liability of the Bus Operator.
- d. Any fines levied by traffic police or any competent authority will be borne directly by the Bus Operator. NRDA shall not have any liability whatsoever for such infractions. Further, NRDA retains the right to apply additional fines for passenger discomfort and due to delay in system operations.

4 PAYMENT TERMS

4.1 Invoice Period:

For each Bus, that has been put into regular operations at the end of the Training Period and from the date of COD, the Bus Operator shall submit an invoice at the end of each Calendar Month specifying:

- (i) Registration number of each Bus that travelled as part of the Bus Service,
- (ii) Bus Kilometres travelled by each Bus as part of the Bus Service in the relevant payment period (clearly identifying the Bus)
- (iii) Applicable Kilometre Charge for the period.
- (iv) Service tax, and any applicable surcharge or cess on it, if any, payable on the amount
- (v) Copy of fuel purchase bills indicating source, quantity and rate per fuel purchased.

4.2 Service Tax, Cess and Income Tax

Service tax, and applicable surcharge or cess on payment for services rendered by the Bus Operator, if any, shall be levied and billed over and above the payment amount. NRDA shall reimburse the service tax and applicable surcharge or cess paid by the Bus Operator. Income Tax shall be deducted at source from each payment made to the Bus Operator.

4.3 Payment Period

NRDA will, within a period of 15 (Fifteen) days from receipt of the invoice, verify the invoice against the records that it has on the Bus operations and evidence of salary paid to employee, make the payments after making adjustment against any errors or fines or other adjustments as may be applicable against the invoice under the terms of the Agreement. All payments shall be made by NRDA to the Bus Operator after making tax deductions at source as applicable under Indian law.

5 BUS OPERATOR'S OBLIGATIONS

5.1 Obligations relating to Operation and Maintenance:

- 1) The Bus Operator shall, within 15 days of the LOA, develop and submit to NRDA, a Project Implementation and Management Plan for the BRTS - LITE Bus Services. This plan, at the minimum, shall provide detailed activity chart of operational responsibilities of the Bus Operator as provided in this Agreement, including training plan, staff deployment (i.e numbers of drivers with details such as heavy duty vehicle license, management staff details for operation and maintenance monitoring, staff) including time schedule, preventive maintenance methodology and plan according to Good Industry Practice and manufacturer's manual/instructions, along with all other tasks specified, time required for each task, the task/person/efforts resource allocation. This information shall also be provided in the form of a write up and detailed Chart elaborating all milestones.
- 2) The Bus Operator shall operate the Buses in accordance with the operation plan and schedule of trips which shall be provided by NRDA from time to time, maintaining highest standards of service quality as per Good Industry Practice and terms specified in this Agreement and shall ensure that minimum incidents attracting fine which are specified in this agreement, occur. The Bus Operator shall ensure that the Buses pick up and allow the passenger to get off at the designated Bus pick up points and shelters only, as per operating plan.
- 3) The Bus Operator shall provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Fleet at all times and places during the Contract Period. The Bus Operator shall bear all cost pertaining to operation and maintenance of bus services including cost of fuel, oil and lubricant, maintenance of buses, maintenance of premises,

- cost relating to the security and safety of premises and all structures thereon along with all the equipment and material therein and buses and housekeeping of depot, workshop and ITS control centre. The Bus Operator shall also pay all bills for the utility such as electricity, water, sewerage etc.
- 4) The Bus Operator shall ensure that the Bus Service is operated and maintained so as to comply with the Service Standards set out in **Schedule-1** and Manufacturer's manual/instruction specified in **Schedule-4**.
 - 5) The Bus Operator shall ensure that all the legal, statutory, and all other requirements as per the applicable laws are complied with and that NRDA is fully and completely absolved of any responsibility, liability of any kind what so ever on this behalf and or of any act of omission/commission by Bus Operator's employees, agents, contractors, etc.
 - 6) All statutory obligations under labour laws and any enactments for benefit of employees of the Operator shall be scrupulously observed by the Bus Operator. The Bus Operator shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Motor Vehicle Act, Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF and MP Act, ESI and various other acts as applicable from time to time with regard to the labour/personnel engaged by the Operator.
 - 7) The Bus Operator shall exercise such supervision as is necessary to ensure that the vehicle is operated in conformity with the Motor Vehicles Act/Rules with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code on local or special laws or any statutory control order.
 - 8) The Bus Operator shall comply with the operating instructions issued by NRDA, and/or its authorized representatives and/or its control centres/offices and to enforce them among its employees, contractors or agents, and to guarantee the operational ability, security, quality and functionality of the system.
 - 9) The Bus Operator shall provide to NRDA information, data, returns, reports, certificates etc. as per the requirements of NRDA, at such frequency and format as may be determined by NRDA from time to time at the defined place and within the stipulated time and shall respond to all notices, letters and communications received from NRDA within the given time frame with complete and full replies.
 - 10) The Bus Operator shall allow supervision by NRDA or its auditors, inspectors and supervisors, allowing full and unrestricted access to any installation, equipments, Buses, Premises and information by personnel authorized by it.
 - 11) The Bus Operator shall execute, at his own risk and costs, all ancillary or complementary contracts to the Agreement required for the proper operation of the BRT System. However,

The Bus Operator shall not subcontract the Bus operation or running of buses.

- 12) During the term of this Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, by any name and a Logo determined by NRDA in its sole discretion (hereinafter referred to as the “Brand”) and the Bus Operator shall ensure that the Buses and all information relating to the Bus Service always use and display the Brand in the manner prescribed by NRDA.
- 13) The Bus Operator shall also follow the schedule of preventive maintenance as per manufacturer’s instruction or any other instruction provided by NRDA with regards to compliance with services and carry out major overhauls according to the number of kilometres travelled and internal regulations which enable an evaluation to be made of the need of a corrective maintenance on the basis of information supplied by the driver.
- 14) The Bus Operator shall carry out for regular preventive and corrective maintenance and breakdown repairs etc through an annual maintenance contract with the Bus manufacturer or his authorized dealer or through his own or other well equipped workshops and submit a certificate of inspection annually from the authorized dealer or representative of the Bus manufacturer, or the workshop with whom the Bus Operator holds an annual maintenance contract, indicating that the Bus is in full roadworthiness condition, free from any defect, deficiencies etc. meeting all the specifications as contracted. Upon inspection, if found any default/defect/breach/further maintenance requirement/replacement of any part, the Bus Operator shall make good all defects at his own cost to the satisfaction of the NRDA.
- 15) The Bus Operator shall keep the Buses in sound mechanical condition during the Contract Period. The Bus Operator shall make available Buses to NRDA or its authorised personnel for inspection as and when required/instructed by NRDA for assessment of compliance with maintenance and roadworthiness. Upon such inspections any suggestions/instruction received from the NRDA with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Bus Operator at its own cost within the 15 days or reasonable time period specified by the NRDA during such inspection. In case of non-rectification/non action of such instruction within stipulated time period, the NRDA may rectify such defect at a cost of the Bus Operator. Repeated occurrence of such events may lead NRDA to impose penalty/damages and to proceed for and Termination of the contract.
- 16) The 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 Bus maintenance. The log books shall be produced for inspection by NRDA staff as and when demanded.
- 17) The Bus Operator shall keep the Buses neat and clean both inside and outside, at all times during the operation, non-compliance of which shall lead to fine and penalties being imposed on the Bus Operator.

- 18) The Bus Operator shall not collect fare from the commuters. The collection of fares shall be undertaken by NRDA and the Bus Operator shall co-operate with NRDA or any other agency appointed by it, to ensure efficient collection of fares.
- 19) NRDA has appointed a System Integrator (SI) for design, installation commissioning, testing, maintenance and operation for Bus Operation under Intelligent Transport System (ITS). The S.I. shall be responsible for establishing, equipping the Central Control Centre located in the premises. The security of the control centre shall be the responsibility of the Bus Operator. The Bus Operator shall allow fitment of ITS equipment of Buses and maintenance thereof and ensure that his staff cooperate in proper functioning and uses of the equipments. The security of Bus ITS equipments shall be the responsibility of the Bus Operator.
- 20) The Bus Operator shall operate the Buses on routes and schedule specified by the NRDA and shall ensure that all Buses at all times are under the coverage of NRDA central control centre and the drivers obey advisory given by NRDA/ Central Control Centre in respect of smooth operation of Bus Service. The Bus Operator shall ensure that the information (such as transit route maps, timings, timetables) regarding the Routes and frequency of Buses on particular Routes (including any changes) made available by the S.I. is properly displayed at all times.
- 21) The Bus Operator shall ensure that no person tampers or interferes with any equipment, instrument or system including the GPS tracking facilities or any other ITS fitments and Bus monitoring devices provided in the Buses and the Project Asset.
- 22) The Bus Operator shall reimburse the cost of replacement or repair, spare/ devises/ equipments/ fixtures/ component due to damages/accident including on board ITS equipments. Non-compliance in such instruction shall be considered Event of Default of the Bus Operator.
- 23) The Bus Operator shall pay fines and penalties/damages for deficiency in service as described in this Agreement. The Bus Operator shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with this Agreement or traffic rules or other Applicable Laws in relation to the operation of the Bus Service.
- 24) In the event of vehicle or any equipment, aggregates, component getting damaged on account of reasons attributable to the Bus Operator's omission or breach of obligations specified hereunder and due to such reasons Bus/Buses established to be beyond repair, then the Bus Operator shall replace Bus/Buses with similar specifications at his own cost. In such events, amount receipt from Insurance Policies if any shall be used for replacement.
- 25) The Bus Operator shall ensure that the Air Condition System (AC) of the Buses are fully functional and in good operating condition as per the design capacity without stoppages or leakages at all time during the Contract Period. NRDA shall impose fines/penalties if AC is

- found to be inefficient.
- 26) The Bus Operator shall not alter the colour of bus or the logo specified by NRDA. The Bus Operator shall not fix any additional gadgets, lights any fixtures on the exterior or interior without prior approval of NRDA.
- 27) The Bus Operator shall be responsible for the maintenance, upkeep, repair and security of the premises and building thereon along with all the equipment and material which shall include ITS Control Centre building. The Operator shall also be liable to pay all bills for utility such as electricity, water etc. for the premises.
- 28) The Bus Operator shall provide and maintain (and keep up to date) First Aid Facility and Fire Extinguisher and train his staff for applying them in each Bus, Workshop and Bus Depot.
- 29) The Operator shall at its own cost supply, install and maintain the furniture and office appliances in the space provided by NRDA in the Bus Depot and Workshop. The space provided by NRDA in the premises shall be used by the Bus Operator for the Bus Services under this contract only. However, NRDA may allot a part of the space for other activities, which the Bus Operator shall allow.
- 30) The Bus Operator at his own cost and expense, for the purpose of cleaning of buses shall install and maintain 3 Brush Automatic Bus Wash System of specifications approved by NRDA at the washing ramp, provided by the NRDA. The Bus Operator shall also provide Spray painting machine and other equipments and machines as detailed out in **Schedule-5**, in the Workshop.
- 31) The Bus Operator shall be liable for and make good any damages which may be caused to NRDA or to third parties, for non-compliance of any of its statutory/contractual obligations and responsibilities with respect to any party.
- 32) The Bus Operator shall arrange by himself the working capital necessary for the operation and maintenance of Buses and other related facilities/equipments/services etc., through his own credit and resources.
- 33) The Bus Operator shall establish and inform to the NRDA, single point contact to manage all the communications and correspondence with NRDA in terms of an Operations Manager.

5.2 Obligations Relating to Premises and Project Assets

- a. NRDA shall permit Bus Operator the use of certain premises (on as is where is basis) (“Premises”) for the purpose of bus parking, as and when possible and as per detailed terms and conditions which may be finalized by NRDA. The Bus Operator shall use, hold,

- maintain and operate the premises at his risk and cost. No temporary or permanent structure will be erected without prior approval of NRDA.
- b. Subject to the terms and conditions as contained in this Agreement and such other directions which the NRDA may issue from time to time, the Bus Operator shall have only the right to access and use the premises or part thereof. NRDA may at discretion, allot the part(s) of the space in the premises to any third party for use.
 - c. Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Bus Operator, with respect to the property in the Premises. Nothing contained herein shall confer or be deemed to confer any right for the Bus Operator to sub-contract, sub-license, lease and sub-lease or make available in any other form the Premises to any Third Party.
 - d. NRDA or its authorised representative retains the rights to inspect Premises/Project Asset allotted to the Bus Operator at all time during the Contract Period. Bus Operator shall also allow access to NRDA, its employees, agents, contractors, etc. as and when required to the Premises. NRDA or its authorised representative retains the rights to inspect Premises/Project Asset allotted to the Bus Operator at all time during the Contract Period. Bus Operator shall also allow access to NRDA, its employees, agents, contractors, etc. as and when required to the Premises.
 - e. The Bus Operator shall use the Premises only and exclusively for the purpose of providing timely services and carry out maintenance obligations only and should not and do not cause any damage or waste in the Premises or do any act which will in any way be prejudicial to the rights of the NRDA or other users/occupants of the same. During the Contract Period, the Bus Operator shall protect the Project Asset from any and all unauthorized occupations, encroachments or encumbrances.
 - f. The Bus Operator shall not permit anti-social activities/illegal activities on project Asset during the Contract Period. Any liabilities arise as consequences of such event shall be borne by the Bus Operator. On occurrence of such event, the Bus Operator shall solely responsible for legal remedies and NRDA may consider Termination on occurrence of such event.
 - g. The Bus Operator shall maintain the premises and structures thereon and pay all charges and taxes related to the Premises and structures thereon such as such as government taxes, cesses and charges, including utility bills for electricity, water, gas etc. pertaining to period during which the Premises are used by the Bus Operator other than Municipal Property Tax. The Bus Operator shall make arrangements, at his own expense, for provisions for supply of any utilities, security, maintenance required by him for use of Premises.
 - h. Bus Operator shall ensure the use of the Premises shall not result in any adverse effect thereto. In the event of an adverse effect being caused to the Premises it shall be the Bus

Operator's responsibility to restore the said Premises at Bus Operator's cost and expenses to the satisfaction of NRDA. The Bus Operator shall ensure that any activity of the Bus Operator in the Project Asset during Contract Period does not damage any existing surrounding structure and that of asset/property of Third Party. The cost/compensation for any such damage brought about by the Bus Operator directly or indirectly on account of its negligence or omission of act shall be borne by it.

- i. The Bus Operator shall ensure optimum utilization of the Premises, if any provided by NRDA at any time during the Agreement period, and shall not use the same for any purpose unconnected or which is not incidental to the BRTS - LITE Project or related activities without prior written approval of NRDA.

5.3 Deployment and Training of Bus Operator's Staff

- a. The Bus Operator shall provide trained and skilled staff for operation, maintenance, and supervision of the Buses and other facilities related thereto at his cost. The drivers and other personnel engaged by the Bus Operator shall be police verified.
- b. All drivers shall hold commercial heavy duty vehicle license valid since the last three years. Licenses of drivers shall be submitted to NRDA for verification before deployment. In addition, before deployment of any driver/s, the Bus Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from NRDA for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall be deployed on the Buses. If any driver is found to be wanting in the requisite skills, knowledge, and responsibility, NRDA reserves the right to ask for replacement of such a driver by a duly qualified driver and the Bus Operator shall forthwith comply with this requirement immediately.
- c. The Bus Operator shall ensure that all the staff wears clean uniform as approved by NRDA during the duty.
- d. The Bus Operator shall at his own cost, organize and provide training of all the Drivers, maintenance, operations and management staff required for operations and maintenance of the Bus Service, within 30 days of LOA. The Bus Operator's staff shall be educated about the intricacies of BRT system and skill-set required for efficient RFID assisted Bus docking and skill relating to the efficient use of onboard ITS equipments and other aspects of operations.
- e. The Bus Operator shall organize refresher training programs at his own cost, as decided by NRDA, ensuring that the drivers know and strictly observe the applicable rules/regulations/practices/instructions for operation of the BRTS - LITE Buses.
- f. Cost of Damage to Project Asset or any other third party property including fatalities, injuries

of employee of NRDA, Bus Operator or third party due to negligence of the Bus Operator's staff employed for the purpose of the training shall be the liability of Bus Operator.

- g. Payment to the Bus Operator for the Training Period shall be made by NRDA as provided in The Clause 4.2(g) of the Agreement.
- h. The Bus Operator shall ensure that the drivers and other personnel engaged by the Bus Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users.

5.4 Performance Security

- a. At the time of execution of Bus Operators Agreement, the Bus Operation has furnished Performance Security for an amount of Rs 330000/- (Rupees Three Lakh Thirty Thousand Only) per bus i.e. a total amount of Rs. by way of an irrevocable Bank Guarantee valid for a period 90 days more than the Agreement Period issued by located in Raipur/Naya Raipur in favour of NRDA. A copy of the said Bank Guarantee is appended in
- b. NRDA 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 Bus Operator in the fulfilment or performance and obligation in all respects of the Agreement. Where the Performance Security has been invoked in part or full under the terms of this Agreement, provided the Agreement has not been terminated, the Bus Operator undertakes to forthwith furnish a top up guarantee or replenish the Performance Guarantee in the manner such that the aggregate value of the performance guarantees equals the required value.
- c. The Performance Security shall be retained by the NRDA for a period of 90 days after expiry of Contract Period. On the performance and completion of the contract in all respects including warranty, the Performance Security will be returned to the Bus Operator without any interest and upon submission of no claim certificate.
- d. if the contract is terminated for reasons other than which can be attributable to the Bus Operator, the Performance Security, shall, subject to the NRDA's right to receive amounts, if any, due from the Bus Operator under this contract, be duly discharged and released to the Bus Operator.
- e. **Encashment of Performance Security:** (a) The NRDA shall be entitled to encash 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 Bus Operator to NRDA as required to be paid under Bus Operator Agreement including damages as provided.
 - (ii) An Event of Default not being remedied in the period specified by NRDA, by the Bus

Operator despite notice as provided in this Agreement.

- (iii) Non removal of deficiencies during the Handover period as specified in the Bus Operator 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, NRDA at its sole discretion may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of NRDA.

- (b) The provision under above Sub-Clause authorising NRDA to encash the Performance Security shall be exercisable in addition to and without prejudice to NRDA's right to do so under any other similar provision in this Agreement permitting encashment.

- f. **Fresh Performance Security:** In the event of the encashment of the Performance Security by NRDA pursuant to Encashment Notice issued, Bus Operator shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the NRDA, failing which the NRDA shall be entitled to terminate Bus Operator Agreement by giving 30 days' notice in accordance with the provisions herein.

5.5 Adherence to Service Standard and Consequence of Breach of Agreement

- a. The Bus Operator shall operate and maintain the Buses provided for the BRT System maintaining service standards specified in **Schedule-1** and other obligations set out in the Agreement and as modified time to time by the NRDA. The Bus Operator shall also adhere to the requirements for operation schedules on trips/routes/in areas as directed by NRDA from time to time. The Bus Operator shall maintain the Buses in highest state of operational roadworthiness and fitness throughout the period of the contract.
- b. The Bus Operator shall ensure compliance with schedule trips/operation, routes, speed, number of Buses etc. provided by NRDA from time to time.
- c. The Bus Operator, during the Contract Period :
 - (i) shall have requisite organization and designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Bus Operator's activities in the BRTS-LITE Project, to deal with NRDA and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 - (ii) shall conduct all inspections, maintain follow ups of the progress of operation and maintenance of Buses, and organize acceptance/necessary tests necessary if any for maintenance to ascertain their compliance with the stipulated requirements. Suspend forthwith the whole or any part of the activity(s) under the BRT System upon receiving a written notice from NRDA, who may require the Bus Operator to suspend the activities in

whole or part if in the reasonable opinion of NRDA, the operations are being carried on in a manner that is not in conformity with the provisions of this Agreement.

- d. The Bus Operator shall ensure harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the BRTS - LITE Project and Bus Operator hereby indemnifies NRDA against any claims, damages, expenses or losses in this regard and agrees that in no case and for no purpose shall NRDA be treated as an employer in this regard.
- e. The Bus Operator shall be responsible for all the health, security, environment and safety aspects of the services provided by him for the BRTS - LITE Project. The Bus Operator shall comply with the relevant safety standards and safety standards provided by NRDA from time to time and shall take utmost care of safety of the users, NRDA and its own staff and third party during the Contract Period. NRDA may impose penalties/damages for breach of safety, deficiency of maintenance and operating requirements.
- f. The Bus Operator shall be responsible for payment of all statutory levies including ESIC Contribution, PF etc. in respect of the staff engaged by Bus Operator for operation & maintenance of the Buses and other items/assets for the BRT System. Notwithstanding the generality of the foregoing, any and all payments to be made to any sub-contractors to any party/personnel in relation to the Bus Operator Agreement of the BRTS - LITE Project shall be the sole responsibility of Bus Operator and NRDA shall neither incur any liability in this respect nor entertain any claims in this respect.

5.6 Accidents, Criminal and Civil Liabilities

- a. The Bus Operator would deal with all accidents and the activities/claims/expenses/any other aspect related to any accident of any of the buses/assets handed over to the Bus Operator by NRDA. The entire responsibility for all such cases would be of the Bus Operator without any involvement of NRDA even if buses/other assets are owned by/are in name of NRDA.
- b. The Bus Operator would be responsible for meeting costs and consequences, whether civil or/and criminal, of any Challan/fine/prosecution etc. owing to any act or negligence on the part of the Bus Operator under this Contract.
- c. The Bus Operator shall be responsible for defending the driver in a criminal and /or civil court in respect of any criminal/civil liability arising out of any action of tort on the part of driver. NRDA shall not be liable for any criminal and/or civil liability arising out of any accident or any action of sort.

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

5.7 Insurance

- a. NRDA shall bear the cost of first time insurance of buses. The Bus Operator shall at its own cost and expense, purchase and maintain subsequent insurances, as per law of India and as per prudent market practices starting till the handing over of buses and project assets to NRDA.
- b. The Bus Operator shall take insurance cover of all other assets such as depot and workshop, etc. once they are handed over to him and are in his custody to protect NRDA from any loss because of damages (including fire) to bus/other assets. Losses of whatsoever nature/kind while buses/other assets are in custody of the Bus Operator would be borne by the Bus Operator.
- c. NRDA shall bear the cost of registration charges as per Motor Vehicle Act for required for registration of Buses in name of NRDA and shall also pay the permit/licenses fee for the first year. However, permit/licenses fee for all subsequent years of contract shall be paid by the Bus Operator.
- d. The insurance cover shall be for 100% replacement cost for any loss and damages to NRDA's Property/Project Asset/Premises with NRDA as beneficiary. Shortfall in insurance claim, if any, shall be borne by the Bus Operator. NRDA shall be the co-beneficiary in all the insurance covers.
- e. The Bus Operator shall also take insurance cover equal to **Rs 5 lakh** per person to cover any incident of death to the users of the facilities/Buses or to any third party due to accident occurring in the system **for unlimited occurrences** with NRDA as co-beneficiary.
- f. The insurance/s shall cover Comprehensive third party liability and also 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- g. Any other insurance that may be necessary to protect the Bus 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 NRDA as beneficiary/co-beneficiary.
- h. The Bus 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 NRDA for each year/policy period. The Bus Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above at all time during the Contract Period.

- i. Bus Operator shall be solely responsible for the consequent risk and loss in case of failure of its renewal.
- j. **Application of Insurance Proceeds:** Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied for the benefit of subject insurance. The Bus 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.

5.8 Complaint Redressal Obligations

- a. The Bus Operator shall adopt a proper complaint/grievances redressal mechanism in consultation with NRDA. The Bus Operator shall maintain a record of all the complaints received from use of the Buses, any third party or NRDA and will at its own cost commence investigation within 3(three) days of receipt of complaint and shall be recorded in a fair and accurate manner. The Bus Operator shall respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the Bus Operator's managerial level and in case there is no suitable course of action taken by the Bus Operator within 10 (ten) days of receipt of such complaint, the matter shall be handled by NRDA, at the Bus Operator's cost and risk. The nature and information of complaints shall be kept confidential by the Bus Operator except as otherwise required to be disclosed under the Applicable Laws or as instructed by NRDA.
- b. The Bus Operator shall provide a summary of all the complaints and the written responses received on a monthly basis to NRDA. NRDA shall review the complaints received and the written responses with the course of action taken by the Bus Operator. In the event that course of action that has been taken by the Bus Operator is not appropriate, NRDA shall direct the Bus Operator to take a suitable action.

5.9 Confidentiality Obligations of Bus Operator

- a. Bus Operator shall treat as confidential any information which is clearly described as confidential or otherwise clearly marked as confidential or proprietary to NRDA ("Confidential Information"). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of NRDA relating to the BRTS – LITE Project or services provided under the Agreement in relation thereto and

information relating to NRDA's Business or operations.

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

5.10 Bus Operator's Rights

Without prejudice to the obligations, the Bus Operator shall enjoy the following rights during the Agreement Period:

- a. To receive Bus/Buses from NRDA for operation and maintenance services as per the terms of this Agreement.
- b. To receive payment of the Bus operation and maintenance charges (i.e Kilometre Charges) from NRDA at the rates fixed and as per the payment system prescribed in this Agreement.
- c. To 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 NRDA.
- d. The Bus Operator shall not be entitled to revenue generated by advertisements displayed on the interior or the exterior of the Buses and other Project Assets. However, NRDA may at its discretion allow third party for advertisements but no advertisement revenue will be shared with the Bus Operator. It will be the obligation of the Bus Operator to allow and safe guard the advertisement including electronic gadgets like LCD screen, LED screen, audio system etc. which may be retrofitted by the NRDA.
- e. To receive the benefits of standard warranty for allotted Buses provided by the Bus manufacturer. Such benefits shall be passed on to the Bus Operator.
- f. Bus Operator shall have a right on behalf of NRDA to operate the warrantee /guarantee given by the bus manufacturer (Tata Motors Ltd). However the responsibility of the keeping the buses in the running condition shall lie on the bus operator even if the bus manufacturer fails to provide the services as per the warranty.

6 NRDA'S OBLIGATIONS

NRDA shall have the following obligations during the Agreement Period:

6.1 Obligations with respect to Provide Buses

- a. NRDA shall provide a Bus Deployment Schedule that specifies the time line for delivery of Buses and those to be made available to the Bus Operator. Such Schedule shall provide information on number of buses to be provided to the Bus Operator along with timing. Such Schedule shall be updated by NRDA on a concurrent basis up to the time the all allotted buses have been deployed in the BRTS - LITE system.
- b. The Buses provided/allotted by the NRDA to the Bus Operator shall be inspected and checked in accordance with the standard quality check procedure by NRDA prior to handing over to the Bus Operator. The Bus Operator shall assist NRDA in this activity and ensure quality compliance as per the terms of purchase and to his satisfaction.
- c. Provide the Buses to Bus Operator for carrying out bus operation as per the terms specified in this Agreement.
- d. Stage carriage permit/route license fees will be borne by Operator and route licenses will be held by NRDA at all times during Contract Period.
- e. To ensure that, other than for reasons attributable to the Bus Operator under the terms of this Agreement, or for reasons beyond its (NRDA's) control such as Force Majeure, the COD shall be achieved within time limit specified in the Agreement.

6.2 General Obligations

- a. NRDA shall grant in a timely manner all such approvals, permissions and authorizations which the Bus Operator may require or is obliged to seek from NRDA under this Agreement, in connection with implementation of the BRTS - LITE Project and the performance of its obligations.
- b. NRDA shall, where appropriate, provide necessary assistance to the Bus Operator in securing Applicable Permits and observe and comply with all its obligations set forth in this Agreement.

7 NRDA'S RIGHTS

Without prejudice to the obligations, NRDA shall enjoy the following rights during the Agreement Period:

- (i) The Premises shall and the buses, along with equipments and materials installed therein and materials shall be and continue to be the property of NRDA all time during and beyond Contract period.
- (ii) NRDA shall have right to take over Premises and the Buses, along with equipments and materials installed therein provided to Bus Operator for carried out his obligation at the end of Agreement Period or on early Termination of the Agreement whichever is earlier.
- (iii) NRDA will determine the rates of passenger fare that will be charged from the users of the Bus Service.
- (iv) NRDA shall have the complete and full rights for collection of fare by itself or through any agency appointed by it for the Bus Service and to determine and implement the methodology for the same. The Bus Operator shall not collect fare nor shall it have any right in relation to the fares collected. Bus Operator shall at no point of time, directly or indirectly, partake any portion of the passenger fare.
- (v) NRDA shall have right in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines as may be required from time to time. NRDA, 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 Bus Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Bus Operator or its personnel.

- (vi) NRDA shall have the right to display advertisements without any payment of extra cost to the Bus Operator inside & outside the Bus and project assets the Bus Operator shall have no objection to such displays and fitment of any gadgets, devices, display systems/boards or any other equipments by NRDA itself and or jointly with any third party or by a third party as decided/approved by NRDA at locations/spaces identified and approved by the NRDA. The Bus Operator shall not have any right to advertise or to collect revenue of any advertisement.
- (vii) NRDA reserves its right to install any value added services such as CCTV, Cameras / phone / entertainment and passenger information equipment, other systems etc. and other gadgets / equipment such as Automatic Vehicle Tracking System, Global Positioning System, Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. Bus Operator would not claim any share in the revenue, which may accrue to NRDA due to the aforementioned services / equipment / gadgets. Bus Operator would not increase or hike maintenance charges because of above, nor would the quality / parameters of services provided get impaired due to such installations equipment. Bus Operator would take due care so as to ensure that there is no damage to the installations / equipment etc. during /after maintenance services. NRDA may have a separate maintenance contract for these additional equipment / installations and Bus Operator would have no objection for same. Bus Operator would take due care that any such equipment is not damaged during maintenance / cleaning / washing of buses.
- (viii) NRDA shall decide the daily schedule, trips schedule and trips during festival days and special occasions etc. with regards to Bus operation. NRDA shall issue operating instruction and any other advisory or instruction as deemed necessary from time to time to maintain highest standards of Bus services including safety, functionality and operationality of the Bus services.
- (ix) NRDA shall levy penalties /damages as per this terms of this Agreement and recover the same from the dues payable to the Bus Operator and/or from the Performance Security.

7.1 NRDA shall have the right to supervise the performance and execution of this contract, by itself or through any entity or agency appointed by it and to have access to the documents of the Bus Operator.

7.2 NRDA shall have full access to carry out inspection of the maintenance & repair work done by the Bus Operator, as per the standard/ norms of Vehicle. NRDA may, at his discretion, inspect all buses daily for body condition, assemblies, spares, tyres and other accessories and if any of these is found lost/ missing during repair & maintenance, the Bus Operator would be held responsible for the said loss and amount of the loss would be recovered from him.

7.3 In the event the Bus Operator fails to operate and maintain the Buses and or carry out all other activities for the BRT System in accordance with the provisions of this Agreement, and such failure has not been remedied despite a notice to that effect issued by NRDA or (“Notice to Remedy”), NRDA may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to take such actions as are specified in the Agreement including demanding replacement of any equipment or Bus staff, suspension of the Bus / Buses and/or the Agreement and or replacement of the Bus Operator.

8 FINES/DAMAGES (OTHER THAN LIQUIDATED DAMAGES)

- a. The Bus Operator shall maintain to the minimum quality service levels specified in **Schedule-1** the Agreement. For deficiency in services and incidences related to operation, NRDA shall impose fine as specified in **Schedule - 2** of the Agreement.
- b. Fines shall be calculated as equivalent Kilometres called [KM-Fined]. This shall be a sum total of all the fines imposed, as equivalent kilometres, due to deficiency in service by the Bus Operator in any given Payment Period (the period for which the invoice has been submitted by the Bus Operator).The incident wise Fine KM is provided in the **Schedule-2** of the Agreement.
- c. For the purpose of payment, [KM-Fined] shall be deducted from the KM-Period (Bus Kilometres Operated by Fleet as part of the Operating Plan/day to day trips Schedule provided by NRDA during the relevant Month) to arrive at the total kilometres that shall be paid for at the Applicable Kilometre Charge [R]. The deduction for fines made by the Bus Operator to NRDA shall be calculated as

$$[D-fines] = [R] \times [KM-Fined]$$

Where,

[D-fines] =The deduction due to fines made by NRDA in a payment period.

R = Applicable Kilometre Charge.

[KM-Fined] = Sum total of all the fines, calculated as equivalent bus kilometres, better defined in the **Schedule-2** of this Agreement, imposed due to deficiency in quality of bus and service by the Bus Operator in the Payment Period. The incident wise Fine KM is provided in the **Schedule-2** of the Agreement.

This deemed amount paid to NRDA shall be deducted from the Payment made for any given Payment Period to the Bus Operator. Fines shall be applied by NRDA on the Bus Operator for various parameters better defined in the table specified in **Schedule-2**. The total fines, [D-fines], applied on the Bus Operator in any Payment Period shall be limited to 10% of the average payment made in the previous 3 (three) Payment Periods.

- d. In case Total fines exceeds the limit, as specified in the clause above, for consecutive 5 Payment periods, it shall be considered as breach of obligation by the Bus Operator.
- e. Save and except above fines NRDA at it's sole discretion may also levy following damages in case of breach/default in maintaining Assured Fleet Availability;
 - i. In case the number of bus trips operated on any particular day is less than **Assured Fleet Availability** of all scheduled trips on that day, and such occurrence can be substantially attributed, in the opinion of the NRDA, to driver absenteeism, then a fine of 50 KM shall be levied.
- f. NRDA may add/delete/change/modify the parameters on which Fines can be applied in consultation with Bus Operator(s). At least 30 day prior notice shall be given to the Bus Operator before such additional fines can be applied. Fines levied shall be supported by reports of NRDA inspection staff and NRDA Control Centre.

9 STEERING COMMITTEE

Pursuant to the execution of the Agreement, NRDA may nominate members to formulate a steering committee to oversee and monitor the work performed by Bus Operator under the Agreement (“Steering Committee”). The composition and functions of the Steering Committee will be decided by NRDA at the later stage and inform the Bus Operator in writing.

10 FORCE MAJEURE AND CHANGE IN LAW

10.1 Force Majeure Event

- a. NRDA shall not forfeit Bus Operator’s Performance Security or charge liquidated damages or terminate the Agreement for default, if and to the extent that such delay in performance or failure to perform Bus Operator’s obligations under the Agreement is a result of an event of Force Majeure, provided the Bus Operator has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practices and its obligations under this Agreement;
- b. If a Force Majeure situation arises, Bus Operator shall promptly notify NRDA in writing of such conditions and the cause thereof as provided for in Clause 11.2. Unless otherwise directed by NRDA in writing, Bus Operator shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. Any insurance proceeds received shall be, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry Practices.

- d. For this purpose, Force Majeure (“Force Majeure”) shall be defined as any event lying beyond the reasonable control of either the Bus Operator or NRDA. Such events, shall include, but not be limited to, the following:
- (i) earthquake, flood, inundation and landslide
 - (ii) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances
 - (iii) fire caused by reasons not attributable to the Bus Operator or NRDA or any of the employees, contractors or agents appointed by the Bus Operator or NRDA.
 - (iv) acts of terrorism;
 - (v) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Bus Operator or NRDA .
 - (vi) action of a Government Agency having Material Adverse Effect including but not limited to
 - 1) acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Buses or any part thereof or of Bus Operator's rights in relation to the Project.
 - 2) any judgment or order of a court of competent jurisdiction or statutory authority in India made against Bus Operator or any contractor appointed by Bus Operator for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Bus Operator.
 - 3) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Bus Operator’s or any of its contractor’s breach or failure in complying with the Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Bus Operator or its contractor as the case may be is bound
 - (vii) Early termination of this Agreement by NRDA for reasons of national emergency or national security.
 - (viii) War, hostilities (whether declared or not), invasion by foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, and volcanic eruptions.
 - (ix) Changes in law that materially affect the respective rights and obligations of the parties signatory to this Agreement and/or their capability to perform according to the provisions of this Agreement

10.2 Notice of Force Majeure Event

- a. As soon as practicable and in any case within 7 (seven) days of the date of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
- (i) the nature and extent of the Force Majeure Event;
 - (ii) the estimated Force Majeure Period;
 - (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (iv) 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 performance of such of its obligations affected thereby; and
 - (v) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.
- b. As soon as practicable and in any case within 7 (seven) days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet, hold discussions in good faith in order to:
- (i) assess the impact of the underlying Force Majeure Event,
 - (ii) to determine the likely duration of Force Majeure Period and,
 - (iii) 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.
- c. The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding clause (b) as also any information, details or document, which the other Party may reasonably require.

10.3 Performance of Obligations

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 obligations 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 by the preceding Clause 11.2;
- 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 BRT System/Project and / or the Agreement as a result of the Force Majeure Event and to restore the BRT System/Project and Premises, in accordance with the Good Industry Practice and its relative obligation 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 for 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 this Agreement;

10.4 Relief for a Force Majeure Event:

Subject to other Sections in this 11, the rights and liabilities of both the Parties shall be suspended during the duration of Force Majeure Event and the Agreement period shall be extended for the period.

10.5 Termination due to Force Majeure Event

- a. If a Force Majeure Event as described in Clause above continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an Agreement in this regard, the either party shall, after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
- b. Upon Termination of this Agreement on account of a Force Majeure Event, the Bus Operator shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Agreement upto the date of Termination and (b) discharge of the Performance Security in full. On occurrence of Termination due to Force Majeure, NRDA shall have right to take back Premises and Buses provided to the Bus Operator.
- c. If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a) it shall issue Termination Notice setting out: (i) in sufficient detail, the underlying Force Majeure Event; (ii) the Termination Date which shall be a date occurring not earlier than 60(Sixty) days from the date of Termination Notice; (iii) if and to the extent applicable the estimated money payable by / to the Affected Party including the details of computation thereof and; (iv) any other relevant information.
- d. Following Termination, the Parties shall promptly take all such steps as may be necessary or required to ensure that the Premises and Buses are handed over by Bus Operator to NRDA peacefully and free from all Encumbrance on the Termination Date.

10.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Agreement, and the Tender Documents, neither Party hereto shall be liable in any manner whatsoever to the other party in respect of any loss, damage, cost, expense, claims, demands and Force Majeure Event.

11 EVENTS OF DEFAULT AND TERMINATION

Events of Default shall mean either Bus Operator Event of Default or NRDA Event of Default or both as the context may admit or require.

11.1 Bus Operator Event of Default

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

- a. Bus Operator is in material breach of obligations under this Agreement and the same has not been remedied for more than sixty (60) days:
- b. A resolution for voluntary winding up has been passed by the shareholders of Bus Operator
- c. Any petition for winding up of Bus Operator has been admitted and liquidator or provisional liquidator has been appointed or Bus 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 and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Bus Operator under this Agreement.
- d. Bus Operator fails to adhere to the timelines set forth in the Agreement for performance of Bus Operator’s obligations there under; and / or
- e. Bus Operator fails to comply with the applicable laws, rules, regulation of the country.
- f. Any representation made or warranties given by the Bus Operator under this Agreement is found to be false or misleading;
- g. The Bus Operator fails to furnish Performance Security to the NRDA as per the terms of this Agreement.
- h. Bus Operator suspends or abandons the operations of Buses without the prior consent of NRDA, provided that the Bus 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 NRDA.

- i. Bus Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- j. The Bus Operator failed to make any payments/damages/penalties due to Authority within period specified in Bus Operator Agreement or indicated by NRDA without any valid reason.
- k. Bus Operator failed to perform any of the Bus Operator’s obligations including operations and maintenance obligations
- l. Bus Operator is in/commits a Material Breach of the Bus Operator Agreement.
- m. Bus Operator sublet or sub lease or sub contract the Project Asset without prior approval of NRDA.
- n. Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement for performance of Bus Operator’s obligations there under; and reason thereof Liquidated Damages exceeds value of Performance Security;
- o. Fines / Damages amount exceed the limit specified in clause 9 of this Agreement.
- p. Levy of an execution or restraint on the Bus Operator’s assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days.

11.2 NRDA Event of Default

Any of the following events shall constitute an event of default by NRDA ("**NRDA Event of Default**") when not caused by a Bus Operator Event of Default or Force Majeure Event:

- a. NRDA is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof.
- b. NRDA has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
- c. NRDA 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 Bus Operator and has failed to cure the same within 60 days of notice thereof by the Bus Operator.
- d. Any representation made or warranties given by the NRDA under this Agreement is found to be false or misleading.

11.3 Termination for Bus Operator Event of Default

- a. Without prejudice to any other right or remedies which the NRDA may have under this Agreement, upon occurrence of Bus Operator Event of Default, the NRDA shall be entitled to terminate this Agreement by issuing a Termination Notice to the Bus Operator ; provided that before issuing the Termination Notice, the NRDA shall by a notice inform the Bus Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period as sole discretion of NRDA to the Bus 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 at the satisfaction of NRDA , whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.
- b. In the event of Termination Due to the Bus Operator Event of Default, NRDA shall have the right to
 - (i) invoke the Performance Security and/or
 - (ii) take over the Buses allotted/contracted and entire infrastructure developed by Bus Operator for the Bus operation and maintenance or any part thereof and / or
 - (iii) take over the Premises provider to the Bus Operator

Upon Termination of this Agreement on account of Bus Operator Event of Default, NRDA shall not be liable to pay any termination payment to Bus Operator.

11.4 Termination for NRDA Event of Default

- a. Without prejudice to any other right or remedies which the Bus Operator may have under this Agreement, upon occurrence of NRDA Event of Default, the Bus Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the NRDA ; provided that before issuing the Termination Notice, the Bus Operator shall by a notice inform the NRDA of its intention to issue such Termination Notice and grant 15 (fifteen) days or reasonable period to the NRDA 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, issue Termination Notice
- b. Upon Termination of this Agreement on account of a NRDA Event of Default, the Bus Operator shall be entitled to the following
 - (i) Receive any outstanding payments due to it for services rendered under the Agreement upto the date of Termination
 - (ii) Discharge of the Performance Security in full. The Bus Operator shall ensure that the Premises and Buses are handed over by Bus Operator to NRDA peacefully and free from all Encumbrance on the Termination Date.

11.5 Termination for Insolvency, dissolution etc.

NRDA may at any time terminate the Agreement by giving written notice to Bus Operator without any compensation to Bus Operator, if Bus Operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of NRDA. Notwithstanding the generality of the forgoing, NRDA reserves the right to invoke the Performance Security and take over the Buses, Premises infrastructure of the Bus Operator for the BRTS - LITE Project and / or ask the Bus Operator to transfer the said Buses/Premises/ infrastructure to a replacement Bus Operator selected by NRDA, in NRDA's sole discretion.

11.6 Termination Notice Period

Either Party shall be at liberty to terminate the Agreement for the reasons stated in the Agreement by giving a notice of 60 (sixty) days.

12 HANDOVER OF PROJECT ASSET AND REMOVAL OF DEFICIENCY

12.1 Handing Over of Project Asset

- a. **Upon the expiry of the Agreement Period by efflux of time and in the normal** course or termination, the Bus Operator shall at the end of the Agreement Period or prior termination of this Agreement, as the case may be, hand over free from Encumbrances the peaceful possession of the all the allotted **Premises** under administration or otherwise besides any other assets installed or developed by Bus Operator by way of this Agreement for the BRTS - LITE Project including without limitation any and all hardware, software, firmware, deliverables in the depot etc. in sound condition.
- b. Upon the expiry of the Agreement due to Termination prior to expiry of Agreement in normal course for whatever reason, the Bus Operator shall handover over free from Encumbrances the peaceful possession of the all allotted/Contracted Buses under administration or otherwise besides any other assets installed or developed by NRDA or Bus Operator including without limitation any and all hardware, software, firmware, deliverables on board in sound condition.
- c. The Bus Operator shall have to handover all hardware, software and firmware installed on board in Buses by the NRDA or its contractor or by Bus Operator himself to the NRDA free from all encumbrances at the end of expiry of Agreement in normal course or early termination for whatever reason. Such hardware, software, firmware shall continue to be property of NRDA all time during and beyond Contract Period. However, for the equipments and machines supplied and installed by the Bus Operator under this Agreement, NRDA shall pay a fair value to the Bus Operator in the event of termination.

12.2 Joint Inspection and Removal of Deficiency

- a. The handing over process for Project Asset including Premises and Buses shall be initiated at least 6 (six) months before the Expiry Date by joint inspection of NRDA and the Bus Operator. NRDA shall within 15 (fifteen) days of such inspection prepare and furnish to the Bus Operator a list of works / jobs / addition / alterations, if any, to be carried out to bring the Premises to the prescribed level of service condition at least 2 (two) months prior to the date of the expiry of the Agreement Period. In case the Bus Operator fails to carry-out the above works, within the stipulated time period the NRDA shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Bus Operator. Any cost incurred by NRDA in this regard shall be reimbursed by the Bus Operator to NRDA within 7(seven) days of receipt of demand. The handling over process for Premises shall be initiated at least 1 (one) month before the Expiry Date by joint inspection of NRDA and the Bus Operator. NRDA shall within 7 (Seven) days of such inspection prepare and furnish to the Bus Operator a list of works / jobs / addition, if any, to be carried out to bring the Premises to sound service condition prior to the date of the expiry of the Agreement Period. In case the Bus Operator fails to carry-out the above works, within the stipulated time period the NRDA shall be at liberty to have these works executed by another agency or on its own at the risk and cost of the Bus Operator. Any cost incurred by NRDA in this regard shall be reimbursed by the Bus Operator to NRDA within 7(seven) days of receipt of demand provided that handing over process specified in (a),(b) and (c) above shall be carried out immediately in the event of early termination of Agreement for whatever reason.

For this purpose, NRDA shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to appropriate the Performance Security and / or to set off any amounts due, if any and payable by NRDA to the Bus Operator to the extent required / available and to recover deficit amount, if any, from the Bus Operator.

12.3 Recovery of balance dues of NRDA from the Bus Operator

The dues payable to NRDA by the Bus Operator on any account, if any, at the end of the Agreement Period shall be recovered by NRDA from the Performance Security.

13 DISPUTE RESOLUTION

13.1 Amicable Resolution

- a. 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 between the Parties and so notified in writing by either party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-(b) below.
- b. Either Party may require the Dispute to be referred to the Chairman, NRDA for amicable settlement. Upon such reference, both the parties and the Chairman shall meet at the earliest

mutual convenience and in any event within 21(Twenty One) days of such reference to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 28(Twenty Eight) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions below.

13.2 Arbitration

a. Arbitrators

In the event, any dispute relating to any matter arising out of or connected with this agreement, such disputes or deferent shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration for Alternative Disputes Resolution (India). The place of arbitration shall be at Raipur/Naya Raipur.

b. 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.

c. 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.

d. Performance during Arbitration

Performance under the contract shall continue during the arbitration proceedings and payments due to the Bus Operator by the NRDA shall not be withheld, unless they are the subject matter of the arbitration proceedings.

14 REPRESENTATIONS AND WARRANTIES

14.1 Representation and Warranties of the Bus Operator

The Bus Operator represents and warrants to NRDA that:

- a. it is duly organized, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Bus Operator Agreement for the BRTS - LITE Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Bus Operator's Memorandum and Articles of Association OR Partnership Deed as may be applicable 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 are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Bus 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 constitute an event of default on the part of the Bus Operator or which individually or in the aggregate may result in material adverse effect;
- h. 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 Material adverse effect;
- i. 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;
- j. No representation or warranty by the Bus Operator contained herein or in any other document furnished by it to NRDA 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;
- k. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Bus Operator to any person to procure the contract.
- l. Without prejudice to any express provision contained in this Agreement, the Bus Operator acknowledges that prior to the execution of this Agreement, the Bus Operator has after a complete and careful examination made an independent evaluation of all aspects of the BRTS - LITE Project, and the information provided by NRDA, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Bus Operator in the course of performance of its obligations hereunder.

- m. The Bus Operator also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NRDA shall not be liable for the same in any manner whatsoever to the Bus Operator.

14.2 Representations and Warranties of NRDA

NRDA represents and warrants to the Bus Operator that:

- a. NRDA has full power and authority to approve the Tender and enter into Agreement with Bus Operator.
- b. NRDA has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c. The Bus Operator Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

14.3 Obligation to Notify Change

In the event that any of the representatives or warranties made/given by the party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

14.4 Indemnification

- a. Bus Operator shall at all times, i.e. during the subsistence of the Agreement and at any time thereafter, defend, indemnify and hold NRDA 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 court costs) arising out of or relating to the breach by Bus Operator of any covenant representation or warranty or from any act or omission of the Bus Operator or his agents, employees or sub-contractors.
- b. Bus Operator would deal with all accidents and the activities / claims /expenses / any other aspect related to any accident of any of the buses/assets handed over to the Bus Operator by NRDA. In other words the entire responsibility for all such cases would be of the Bus Operator without any involvement of NRDA even if buses / other assets are owned by / are in name of NRDA.
- c. Bus Operator would be responsible for meeting costs and consequences, whether civil or/and criminal, of any Challan/ fine/ prosecution etc. owing to any act or negligence on the part of the Bus Operator under this Contract

15 MISCELLANEOUS

15.1 Assignment and charges

- a. Bus Operator shall not assign, in whole or in part, any right or delegate any duty under the Agreement to any third party, except with NRDA's prior written consent in this:
- b. The Bus Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of NRDA.

15.2 Liquidated Damages

- a. In the event of delayed operations by the Bus Operator in the relation to and beyond the COD as specified in the agreement, or any subsequent amendment thereto, NRDA shall recover from Bus Operator liquidated damages (and not by way of penalty) @ Rs. 1000/- (Rupees one thousand) per Bus per day of delay.

- b. In case the Bus Operator is unable to start operations with required manpower and supporting maintenance infrastructure within 60 days of Commencement Date, NRDA reserves the right to terminate the Bus Operator Agreement and Bus Operator shall forfeit the Performance Security amount.

15.3 Damage to Project Asset due to Vandalism

- a. In the event that any damages or need for repairs to the Project Assets arises during the Agreement Period on account of Vandalism, the Bus Operator shall be required to make good the damages and repair and rectify the Project Asset to the original conditions at its own cost. The Bus Operator may claim re-imbursement of the cost less of insurance proceeds for such repair and rectification calculated at mutual agreed terms between NRDA and the Bus Operator.
- b. For the purpose of this clause Vandalism is defined as destroying or damaging Project Asset, deliberately and for no good reason and/or for no reasons attributable to omission of act or breach of obligation of the Bus Operator by the persons other than the employee or sub-contractor of the Bus Operator.
- c. Damage to Project Asset due to regular wear and tear under filed conditions, or breach of its maintenance obligations or any other obligations specified in this Agreement and/ or omission of act by the Bus Operator shall be the liability of the Bus Operator. In such case Service shall repair and rectify at its own cost the damages up to the satisfaction of NRDA.
- d. All insurance proceeds if any shall be applied in rectification/repair of Project Asset.

15.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts of Chhattisgarh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

15.5 Waiver

Waiver by either Party of any default by the other party in the observance and Performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be constructed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the

terms, conditions or provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

15.6 Survival

It is provided that the termination of this Agreement

- (a) shall not relieve the Bus Operator or NRDA of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either party, shall not relieve either Party of any obligations or liability for loss or damage to the other party arising out of or caused by acts or omission of such party prior to the effectiveness of such Termination or arising out of such Termination.

15.7 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

15.8 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

<p>If to NRDA: Chief Operating Officer Naya Raipur Development Authority, Utility Block, Sector 19, Naya Raipur, Naya Raipur–492001</p>	<p>If to the Bus Operator</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by

recognized courier or by mail (registered, return receipt requested) at the address, and

- (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

15.9 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

15.10 No Partnership

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

15.11 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing in Hindi/English language.

15.12 Ownership & Protection of Premises and Property

- 1) NRDA shall retain the title and ownership of Premises provided /allotted by NRDA to Bus Operator for purposes of carrying out Bus Operator's obligations in relation to the BRTS - LITE Project and Scope of Work. Such title and ownership of NRDA of any such site and or Premises shall not pass to Bus Operator.
- 2) The ownership of any other infrastructure created by Bus Operator such as maintenance related equipment shall remain the property of the Bus Operator. However, for the equipments and machines supplied and installed by the Bus Operator under this Agreement, NRDA shall pay a fair value to the Bus Operator in the event of termination.
- 3) NRDA shall own any and all data created out of the BRTS - LITE Project at all the times, during and after the expiry/termination of the Agreement. The Bus Operator shall not have any claim on and for such data and shall not for any reason with hold such data from NRDA.

- 4) Bus Operator shall exercise all due caution to protect and maintain Premises and the data created out of this BRTS-LITE Project.
- 5) Security of Premises and Buses including theft thereof shall be the responsibility/liability of the Bus Operator. Upon occurrence of theft of any instrument/hardware /software installed by the NRDA, the Bus Operator shall reinstall/re instate at his cost such hardware/software/instrument that of original specification and functionality of that hardware/software/instrument.
- 6) Damage to instrument/hardware /software installed by the NRDA on board Buses on account of breach or negligence of driver or Bus Operator's staff shall be the responsibility of the Bus Operator. Upon occurrence of such event, NRDA shall reinstall/re instate/replace at the cost of the Bus Operator such hardware/software/instrument that of original specification and functionality of that hardware/software/instrument.
- 7) Bus Operator shall not share, sell or in any manner use the data created by Bus Operator out this BRTS Project otherwise than in accordance with the terms of the Agreement.
- 8) Upon expiry or earlier termination of the Agreement, Bus Operator shall transfer the possession of any and all the Premises free from Encumbrances in sound operating conditions including without limitation any hardware, software etc. designed created, implemented by NRDA at a the allotted sites for the BRTS - LITE Project to NRDA.

15.13 Ownership & Protection of Buses during Contract Period and Transfer of Buses after End of Contract Period

- 1) NRDA shall retain the title and ownership of Buses allotted/contracted by NRDA to the Bus Operator for purposes of carrying out Bus Operator's obligations Contract Period.
- 2) Upon the early Termination for whatever reason, the Bus Operator shall handover over free from Encumbrances the peaceful possession of the all allotted/Contracted Buses under administration or otherwise besides any other assets installed or developed by NRDA including without limitation any and all hardware, software, firmware, deliverables on board in sound condition.
- 3) The Bus Operator shall handover all hardware, software and firmware installed on board in Buses by the NRDA or its contractor or by Bus Operator himself to the NRDA free from all encumbrances at the end of expiry of Agreement in normal course or early termination for whatever reason. Such hardware, software, firmware shall continue to be property of NRDA all time during and beyond Contract Period. Handing over process for all such hardware, software and firmware shall be carried out as per clause 13.2.

- 4) Bus Operator shall exercise all due caution to protect and maintain Buses and the data created out of this BRTS Project during the Contract Period.
- 5) Security of Buses including security against theft thereof shall be the responsibility of the Bus Operator. Upon occurrence of theft of Bus, any aggregate, any instrument etc, the Bus Operator shall provide at its own cost such Bus, aggregate, instrument that of original specification and functionality. In case of theft of ITS related hardware/software/instrument, the same shall be reinstalled/re instated/ replaced by NRDA at the cost of the Bus Operator.

15.14 Intellectual Property Rights

- 1) All hardware, software, and / or firmware developed by NRDA in relation to the BRTS - LITE Project and any modifications thereto or works derived there-from shall be the exclusive property of NRDA at all times and NRDA shall retain all right, title and interest in and to the same. Provided however that the Bus Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, of this Agreement, on specific approval of the same by NRDA.
- 2) After the expiry or termination of the Agreement Bus 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 Bus Operator for NRDA under the BRTS Project for any purpose whatsoever. 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 pursuant to the Agreement.

15.15 Counter parts

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 the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED SEALED AND DELIVERED:

SIGNED, SEALED AND DELIVERED

For and on behalf of NAYA RAIPUR DEVELOPMENT AUTHORITY

_____ **NAYA RAIPUR DEVELOPMENT AUTHORITY**

Naya Raipur Development Authority,
Utility Block, Sector 19,

Naya Raipur-492001

SIGNED, SEALED AND DELIVERED

For and on behalf of by: _____

SCHEDULE-1: STANDARDS OF SERVICE FOR BUS OPERATIONS

Minimum service quality levels (average per month per quality parameter) in respect of the Bus Service shall be maintained as under finance

SN	Quality Parameter	Formula	Specified Service Quality Level
1	Fleet utilization	No. of Buses operated*100/ No. of Buses scheduled	<ul style="list-style-type: none"> •first 2 years: 98% •3-5 years-97% •6-7 years-96%
2	Bus utilization	Kms operated by all Buses / Total no. of Buses held	As per the schedule given by NRDA
3	Reliability of Buses	Total no. of breakdowns*10000/ Total Kms operated	Less than 5
4	Safety of operations	No. of accidents*100000/ Total Kms operated	Preferably none
5	Punctuality (adherence to the Time Schedule)	No. of trips on time at start*100/ Total no. of trips operated	98 or better
6	Cleanliness of Buses	No. of Buses observed or reported dirty*1000/ Total no. of bus trips operated	Nil
7	Non Stoppage at Designated Points	No. of Stops where the bus stopped*100/Total number of stops on the route	NIL
8	Non- Completion of entire trip	Total km operated per trip*100/total route length	NIL

SCHEDULE-2: DEFICIENCY AND INCIDENT WISE

DAMAGES/ FINE KMS**1. Vehicle – Fine per deficiency per bus**

Sr. No.	Deficiencies	Fine Km
1	Modification of the design or paintwork of the exterior or interior of the bus without the authorization of NRDA	50
2	Missing bus body panels on the exterior/interior of the bus	50
3	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of Bus Operations	50
4	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
5	Broken/damaged windows, fixed glass, front windshield or rear windshield	25
6	Fire Extinguisher missing or beyond expiry date	25
7	Malfunctioning passenger door	50
8	Broken/Loose/Missing Passenger Seat	25
9	Loose or missing handrails, roof grab rails and/or with Sharp Edges	25
10	Visible dents more than 6” beyond 1 week on the bus Exterior	25
11	Malfunctioning/Broken Light in the passenger compartment	25
12	Placing any decorative article/religious figure or symbol or political symbol inside or outside the bus without prior approval of the NRDA	25
13	Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Bus Operator unless authorized by NRDA	25
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by NRDA	200
15	Leakage of Oil and diesel	25
16	Defective break and clutch	50
17	Damaged Tyre	100
18	if total no. of breakdowns*10000/ Total Kms operated is more than 5	500
19	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.

Sr. No.	Incidents	Fine Km
1	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
2	Delay of more than 20 min beyond the end of shift.	10
3	Driver not responding to more than 3 consecutive directions sent by NRDA Control Centre.	25
4	Stopping at Bus Station for longer than authorized by NRDA	25
5	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by NRDA	25
6	Not stopping at Station designated as per Operating Plan unless authorized by NRDA	25
7	Stopping at Station not designated as per Operating Plan unless authorized by NRDA	25
8	Changing bus route without authorization of NRDA	25
9	Bus breakdown inside the Bus Lane	50
10	Bus breakdown during operating hours at location other than bus lane	25
11	Abandoning bus during operating hours on the BRT infrastructure (not limited to Bus Stations, Terminals and Bus Lane)	200
12	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
13	Use of electronic equipment like Radio or Music system unless authorized by NRDA	25
14	Use of Cell phone by Driver while driving	25
15	Driver not wearing clean uniform as designed by NRDA	25
16	Driver in drunken state	100
17	Misbehavior by driver with NRDA officials	25
18	Cause accident due to irresponsible driving	50
19	Drive above speed limit set by NRDA	25
20	If number of accidents*100000/ Total Kms operated is more than 5	200

On the above damages in aggregate exceeding repeatedly 10% of the monthly payments as per clause 9 of this Agreement, NRDA, after adequate notice, can consider it as Event of Default leading to termination.

SCHEDULE-3: TECHNICAL SPECIFICATION

BRTS Bus Type and Bus Model is described below -

BRTS Bus type	Remark
Tata Fully Built BRTS AC Bus Diesel on LPO 1621 BS IV with 900 mm floor Height 12 meters Length with Automatic Transmission conforming to UBS II without ITS equipments	Bus model - Tata Star Bus Urban 9/12 BSIV 210 is built on LPO 1621/ 59 WB (document no. 3790 6991 2353) for which the third party Proto Type Inspection has been carried out by CIRT Pune.

SCHEDULE-4: MANUFACTURE’S INSTRUCTION ANDMANUAL

(To be provided at the time of Agreement)

**SCHEDULE-5: INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY
THE OPERATOR**

S.no	Equipment Description	Qty required in no.
1	Air Compressors	1
2	3 Brush Automatic Bus Wash System (To be installed at Washing Ramp)	1
3	Brake and clutch liner riveting Machine	1
4	Hydraulic press	1
5	Brake units testing machine	1
6	Electric Welding Machine	1
7	Spray painting machine	1
8	Tyre pressure gauges	2
9	Hub pullers	1
10	Decanting Pump	1
11	Torque wrenches	1
12	Hydraulic Jacks	3
13	Pit trolleys	1
14	Bench vices	1
15	Working tables	3
16	Greasing machine	1
17	Battery Chargers	2
18	Matra Jack	1
19	Electric clamp meter	1
20	Bench Grinder	1
21	Injector tester	1
22	Wheel alignment gauge	1
23	Hot plates for tube repairing	1
24	Chassis stands	1
25	Tool Box set	5

Note* - Operator shall install, maintain and operate the 3 Brush Automatic Wash System and spray painting machine at the space provide by NRDA