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N 831442

BUS OPERATOR AGREEMENT (200 E-BUSES)

This Bus Operator Agreement (Agreement) is executed on this 15th day of March 2024 at Bhubaneswar:

BETWEEN

M/s. Capital Region Urban Transport, incorporated under the provisions of the Companies Act 1956 having its registered office at **Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar-751 024, Odisha**. (hereinafter referred to as the “the Authority/CRUT”, which expression shall include its successors and permitted assigns);

AND

M/s. JBM ECOLIFE MOBILITY PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 having its registered office at 601, Hemkunt Chamber, 89, Nehru Place New Delhi 110019 (hereinafter referred to as the “Operator”, which expression shall include its successors and permitted assigns);

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



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WHEREAS

A. Authority intend to use the Electric buses for augmenting clean and green shared mobility in Odisha by deploying them on a Gross Cost Contract (GCC) basis through appointment of an Operator. Towards this endeavour ,the Authority sought a Private Operator for Procurement, Operation and Maintenance of 200 numbers 9M-10M MIDI AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Electrical Chargers including Establishment of associated Electrical and Civil Infrastructure and its Maintenance with responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document, through an open competitive bidding process in April 2023.

B. This Agreement is for Capital Region Mo Bus Operation comprising 200 numbers 9M-10M MIDI AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Electrical Chargers including Establishment of associated Electrical and Civil Infrastructure with the Operator for Procurement, Operation and Maintenance of these buses with responsibilities better defined in the accompanying clauses in this Agreement and other volumes of this RFP document.

C. The Authority had issued a RFP No-1070/CRUT/2023 in 26th April, 2023 for selection of Private Bus Operator for aforementioned work. JBM ECOLIFE MOBILITY PRIVATE LIMITED had submitted its proposal which was duly evaluated and accepted by the Authority vide Letter of Acceptance issued vide letter no. 25/CRUT dated 04.01.2024 (hereinafter called the "LOA") for 200 Midi E-Buses. The LOA requires, inter alia, the execution of this Agreement.

D. By its letter dated 09.01.2024, M/s. JBM ECOLIFE MOBILITY PRIVATE LIMITED, (Operator) has accordingly agreed to enter into this Agreement with the Authority for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.

E. The Operator has submitted Performance Security of Rs. ₹.4,66,63,200/- (Rupees Four Core Sixty-Six Lakh Sixty-three Thousand Two Hundred only) in the form of Bank Guarantee, with Number – OGT0005240092204, Dt – 23.02.2024 from INDUSIND BANK LTD in favour of the Authority encashable in Bhubaneswar as prerequisite for signing of this Agreement.

F. The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Procurement, operation and maintenance of the Bus Service System in the urban areas of Capital Region.

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




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1. DEFINITIONS AND INTERPRETATION

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

“Adjusted Equity” means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

- (a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;
- (b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date; and
- (c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.56% (zero point five six per cent)³ thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

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

1.1.1. “Aggregate Fines” shall have the meaning as ascribed thereto in Clause 31.3 of the Agreement.

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

1.1.3. “Assured Bus KM” shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement.

1.1.4. “Assured Payment Amount” shall have the meaning as ascribed thereto in Clause 25.4 of the Agreement

1.1.5. “Applicable Clearances” means all clearances, permits, no-objection certifications, exemptions,



authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.

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

1.1.7. "Assured Fleet Availability" shall have the meaning as ascribed thereto in Clause 4.2 (j) of the Agreement.

1.1.8. "Available Fleet" means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability. "Authority" means Capital Region Urban Transport (CRUT) or its authorized representatives.

1.1.9. "Authority Clearances" means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in ANNEXURE to this Agreement.

1.1.10. "Authority's Event of Default" shall have the meaning as ascribed thereto in the Clause 35 of the Agreement.

1.1.11. Deleted

1.1.12. "Bus Delivery Schedule" shall have the meaning as ascribed thereto in the Clause 10.1 of the Agreement.

1.1.13. "Bus Kilometre" means a kilometre travelled by a Contracted Bus as per this Agreement or as directed by the Authority.

1.1.14. "Base Kilometre Charge" or "Kilometre Charge" means the rate of the Kilometre Charge payable by the Authority to the Operator for travel by a Bus up to the Daily Assured Bus Kilometer.

1.1.15. "Bus Permit" means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.

1.1.16. "Bus Services" means the bus services in the Bus Service Area being implemented by the Authority in one or more phases in accordance with the terms of this Agreement.

1.1.17. "Bus Specification/Technical Specifications" shall mean the specifications of the Contracted Buses including but not limited to design, power, GPRS, GPS, AVLS and PIS and other IT equipment and other details stipulated by the Authority.

1.1.18. "Bus Stop" means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.

1.1.19. "Central Control Centre" means computerised central monitoring unit setup, audited and supervised by the Authority for supervision, monitoring and control of the Bus Service.

1.1.20. "Commercial Operations Date"/ "COD" - The COD shall be the date which is 45 days for from Date of LOA or the date of deployment of each contracted bus whichever is earlier.

1.1.21. "Contracted Bus(es)" means one or more of the passenger bus units of the Operator for use by the Authority from time to time for the purposes of operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and which shall include but not be limited to including GPRS, GPS and PIS and other IT equipment, and the details of such Buses such as the type, category registration number is provided in detail in ANNEXURE 2 to this Agreement at later stage.

1.1.22. Capital Region Urban Transport Area" means Bhubaneswar Development Authority (BDA) area,




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Cuttack Development Authority(CDA) area and Puri Konark Development Authority (PKDA) Area,Khorda area.

1.1.23.(a) ‘Consortium’ shall mean the group of legally constituted maximum three entities, who have come together and have agreed to or have formed an understanding (in writing) for Procurement, Operation and Maintenance of the 200 Nos of 9M-10M Midi AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance subject to the terms of this Agreement.

1.1.23(b) “Contract Period/Agreement Period” shall mean the term as defined in Clause 3.1

1.1.24 (a) “**Debt Due**” means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the “principal”) but excluding any part of the principal that had fallen due for repayment [two years] prior to the Transfer Date;
- (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and
- (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

1.1.24(d) “Dispute” shall have the meaning ascribed to it in Clause 40 of this Agreement.

1.1.25. “Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.

1.1.26(b) “**Equity**” means the sum expressed in Indian Rupees representing the paid up equity share capital of the Operator for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Operator, and any interest-free funds advanced by any shareholder of the Operator for meeting such equity component.

1.1.26(b). “Execution Date” shall mean and refer to the date of signing of this Agreement.

1.1.27. “Fines” shall have the meaning as ascribed thereto in the Agreement.

1.1.28. “Fleet” shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.

1.1.29. “Operation Plan” means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 21.

1.1.30. “Global Positioning System (GPS)” means the equipment installed on the bus to monitor its movement on the specified route during the Contract Period. Needs to be provided as per the UBS II norms or above and all the operating & maintenance charges needs to be borne by the operator only. Operator shall provide the protocols for the further integration with CRUT/ authority control room. The kms provided by the GPS system shall be the reference for the payment to the operator under Gross Cost Contract (GCC).




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Also, Authority shall have full rights to calibrate or check the OBU accuracy by any third party any time during the contract period.

1.1.31. "Government" means the "Government of Odisha (GoO)" or "Government of India (GOI)" as is relevant in the context

1.1.32. "Invoice Amount" shall have the meaning specified in Clause 25.4(a) of this Agreement.

1.1.33. "LED Display" shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses and which shall be used for the public information system.

1.1.34. "Letter of Award" means the letter of award dated 04/01/2024 issued by the Authority to the Selected Bidder for Procurement, Operation and Maintenance of the 200 Nos of 9M-10M MIDI AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Electrical Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance.

1.1.35. "Lot of Contracted Buses" or "Lot" means Existing Lot of Contracted Buses and New Lot of Contracted Buses and details of which have been provided in the Annexure to this Agreement.

1.1.36. "Manufacturer/ Electric Bus Manufacturer" means the bus manufacturer and supplier of the Contracted Buses. Bus Manufacturer shall be part of Operator either as a single party or part of Consortium representing Operator, in the capacity of a lead bidder.

1.1.37. "Material Breach" means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.

1.1.38. "Operation and Maintenance Standards" means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Contract Period and have been provided at different places in the agreement.

1.1.39. "Operations Manager" shall have the meaning ascribed to it in Clause 28.1.9.

1.1.40. "Operating Plan" or "Operation Plan" means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalised by the Authority.

1.1.41. "Operator" shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.

1.1.42. "Operator Clearances" means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure to this Agreement.

1.1.43. "Operator's Event of Default" shall have the meaning as ascribed thereto in Clause 34.1 of the Agreement.

1.1.44. "Operator's Payment" means payment given to the Operator through Escrow Account for providing operating and maintenance services in accordance with Clause 25 of this Agreement.

1.1.45. "Passenger Fare" shall have the meaning ascribed to it in Clause 23.1 of this Agreement.

1.1.46. "Parking Spaces" shall mean the spaces provided by the Authority for parking, charging and maintenance of contracted buses

1.1.47. "Payment Period" shall have the meaning as ascribed thereto in Clause 25 of this Agreement.

1.1.48. "Performance Security" shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.

1.1.49. "Project" means the Procurement, Operation and Maintenance of the 200 Nos of 9M-10M MIDI AC Electric Buses along with Procurement, Operations and Maintenance of Transformers and Electrical Chargers including Establishment of associated Electrical and Civil Infrastructure and Its Maintenance



service being provided by the Operator for Authority in accordance with the terms of this Agreement.

1.1.50. "CRUT" Capital Region Urban Transport.

1.1.51. Deleted.

1.1.52. "RTO" means the Regional Transport Officer of Odisha

1.1.53. "Remedial Period" shall have the meaning specified in Clause 36.1 and 36.2 of this Agreement.

1.1.54. "Routes" means the routes specified in the annexure of this tender exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.

1.1.55. "Selected Bidder" means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.

1.1.56. "Third Party" means any Organisation / person other than the Authority and the Operator

1.1.57. "Training Period" shall have the meaning as ascribed thereto in Clause 18.4 of this Agreement.

1.1.58. "Validity Period" means the period for which the Performance Security has to be maintained in accordance with Clause 6 of this Agreement.

1.1.59. "Vandalism" shall have meaning specified in Clause 30 of this Agreement.

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

1.1.61. "WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

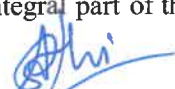
1.1. Interpretation

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

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

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




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- a) This Agreement along with all Annexure hereto.
- b) Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexure, Corrigendum and Addendums thereto.
- c) Letter of Acceptance (LOA) no. Letter no. 25 issued to the Operator on 09 / 01 / 2024.
- d) Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the contract or by way of revised or improved understanding of any terms of the Agreement as appended herein.

2. APPOINTMENT OF THE OPERATOR, SUBSIDY AND CONSORTIUM CONDITIONS

2.1. Appointment of the Operator

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a nonexclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to Procure/Supply, Operate and Maintain 200 Nos of 9M-10M MIDI AC Electric Buses and Procure, Operate and Maintain Transformers and Chargers and Establish & Maintain associated Electrical and Civil Infrastructure. The Electric Buses shall be as per Technical Specification given in **Volume 3**. The Operator shall maintain Daily Assured Fleet Availability, within the Bus Service Area in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

2.2. Undertaking

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

2.3. Subsidy (Deleted)

Decision on release of subsidy shall be taken only on receipt of the same as per prevailing government schemes. Evaluation of the price bids will be on the basis of total rate without subsidy.

2.4. Consortium Conditions

2.4.1. The Consortium shall perform all obligations and responsibilities of the Operator specified in this Agreement during the Contract period and additionally adhere to the conditions specified hereunder.


Each member of the Consortium shall be jointly and severally liable for due Implementation of the Project as per the scope and discharge of all obligations resulting from the Agreement.

Operator shall submit a Consortium Agreement (the contract between the consortium members) comprising the terms specified hereunder, along with the submission of RFP Document OR within 20 days from LOA to Authority for its review which shall become part of this Bus Operator Agreement. After receiving the LOA from the Authority, the consortium members shall form a company with the same percentage (%) of shareholding (as mentioned in the Consortium Agreement provided at time of Bidding) between the lead member and the consortium member and that company's registered office shall be Bhubaneswar, Odisha only. The purpose of this company shall be only to operate and manage the bus operations as per this contract agreement. The documents regarding formation of the company and share holding pattern shall be submitted in CRUT office on yearly basis.

A Bidding Consortium is required to nominate a Lead Member as per provision of Volume 1 of RFP. The Lead Member shall be authorized to sign the Contract on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per the provision of Volume 1 of RFP.

Include a statement to the effect that all members of the Consortium shall be jointly and severally liable for all obligations of the Operator pursuant to this Agreement during the Contract Period.




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The Tenure of the Consortium Agreement shall be coinciding with the Contract Period. The Consortium shall continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority and subject to clause 2.4.2.

Clearly outline the proposed roles and responsibilities, if any, of each member. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.

The Consortium Agreement shall be made available to Authority for legal vetting and open to its suggestions by the Authority. The Authority shall have rights to suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the RFP in letter and spirit.

The Agreement should be on stamp paper of appropriate value, notarized and registered. The signatories must be duly authorized. The Authority shall have the right to suggest role reallocation if it finds that the role and responsibilities allocated to each partner are not commensurate with qualifications and capability of that partner.

Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from the Authority. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this Project without prior approval of Authority shall be viewed seriously by the Authority as it can affect an important public service. Such unilateral action by the Operator shall entitle Authority to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.

In the event of non-performance by any particular members of the consortium leading to an Event of Default not leading to Termination, Authority reserves a right to (i) demand a change in the defaulting member, with the process as above (ii) pay any non-defaulting non lead member directly for any obligations and costs pertaining to its role in the execution of the Bus Operator Agreement performed after the date of Event of Default with due advance notice to the Lead Member of the arrangement.

Any Dispute arising during the Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Agreement. If in Authority's opinion, Dispute between Consortium members adversely impacting implementation and operation of Authority then Authority may its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

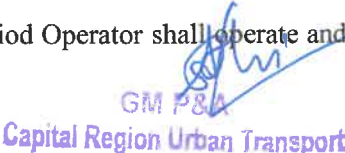
2.4.2. Lock in Period for Consortium

The members of Consortium shall remain in Consortium for a Lock-In Period for the Contract Period and the share holdings pattern of the members of the consortium shall remain same throughout the Contract Period i.e. Lead member shall be the lead member throughout the contract period.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement shall be a contiguous period comprising the (a) The "Bus Procurement Period" beginning on the Execution Date and ending on the Commercial Operations Date (COD) and (b) the "Operations Period" beginning from COD i.e. 09.03.2024 and ending **10 (Ten) years from the**

COD("Contract Period/ Agreement Period") during which period Operator shall operate and maintain



the buses and allied civil and electrical infrastructure on Gross Cost Contract basis as directed by Authority, provided that the Agreement can be extended on mutually agreed terms and rates up to 2(two) years based on performance and condition of the buses at the discretion of the Authority .

3.2. The COD shall begin only on receipt of first lot of 50 number of E-Buses and subsequently for the rest of the E Buses lot of 50 each received as per the delivery schedule.

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

4. SCOPE OF WORK

4.1. Responsibilities during” Procurement / Supply of Electric Buses, Transformers & Chargers with Allied Civil & Electrical Infrastructure”.

- a. The Operator shall before the deployment of buses undertake and complete the following tasks:
- b. Procure/Supply 200 Nos of 9M-10M MIDI AC Electric Buses as per technical specification included in RFP.
- c. Ensure Bus Body, Chassis, batteries, charging infrastructure and all other Bus components shall be built as per “Good Industry Practices” and as per the specifications provided in Volume 3 of the RFP. The Operator shall not be permitted to make any changes in the Specifications until specifically authorised by the Authority in writing.
- d. Showcase prototype and adhere to the Bus Delivery Schedule specified in clause 10.1 of this Agreement.
- e. Facilitate the Authority or representatives of the Authority or representatives of Third Party test agency for inspections and testing with regards to the structure, bus body building and electric battery and related components.
- f. as per the quality standards as prescribed in the Clause 8 of the agreement.
- g. Incorporate changes/modifications/Alternations suggested in the bus body and / or in the Prototype by the Authority before obtaining the final acceptance certificate from the Authority as per Clause 15 of this agreement.
- h. Deploy buses pursuant to Clause 18 and provide training to the manpower as per clause 18.4 of the agreement.
- i. Provide sufficient and trained drivers (complying MV Rules) per contracted bus to ensure continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law. These bus drivers must possess a valid Heavy Motor Vehicle driving license and Public Service Vehicle (PSV) badge for driving passenger bus. The drivers should have minimum five years of experience of driving passenger bus, age within 22 to 58 years, height 158 cm to 180 cm and weight above 45 kgs. as per the prescribed norms of the Authority. The Driver should not have any pending cases related to fatal accidents or traffic fines due or have his license suspended at any time during the last Three (3) years preceding effective date. The Operator may appoint Ex-AUTHORITY bus drivers to drive the buses, except the drivers retired or dismissed from the service of the Company. The Operator should provide additional training if required to the drivers as and when directed by the Authority.




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- j. Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behavior and hygiene aspects at his own costs;
- k. Procure all Operator Clearances in accordance with Annexure for the purposes of providing Bus Services as per the terms of this Agreement, at his own cost and expenses.
- l. Develop & Establish Charging infrastructure including Development, Supply and Erection of Transformers and all Necessary Electrical systems, sub-systems, accessories and parts as required for charging Infrastructure, Procure and Install Chargers at parking space provided by Authority prior to Procurement of Buses;
- m. Establish necessary Workshop for preventive and routine maintenance of buses, transformers, charging batteries of the Buses and maintenance of Charging Infrastructure for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses and Chargers and Electrical & Civil Infrastructure;
- n. After completion of Contract Period, the entire infrastructure established at depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become the property of AUTHORITY solely for its further usage by AUTHORITY. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of AUTHORITY solely for its further usage by AUTHORITY and the Operator will not have any right on civil Infrastructure
- o. The Operator shall be responsible to Maintain the ITMS system in good workable condition throughout the Contract Period.
- p. The Operator shall be responsible to provide and maintain a proper Battery Management System (BMS) in good workable condition throughout the Contract Period as approved by the Authority.
- q. The Operator shall be responsible for Renewal of Fitness Certificate of Buses as per MV Act.
- r. The Operator shall be responsible for EPF, ESI and other statutory compliance related to labour law and other laws.
- s. The Operator shall always maintain Bus Captains/Drivers strength of 2 times the bus fleet(including spare buses) available throughout the contract period.
- t. The Parking Space for Charging, maintenance and Parking of Buses shall be provided by AUTHORITY with a monthly rental of Rs.1,00,000/-. The Operator shall not use the given space for any commercial use. The Depot visit will be scheduled only after issuance of LOA.

4.2. Responsibilities during “Operations Period”

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

- a. Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority from time to time on the routes prescribed by the Authority in Capital Region Urban Transport Area (master plan area of BDA, CDA & PKDA) ;
- b. Ensure availability of duly licensed drivers with PSV badge, with minimum five years of experience of operating passenger buses, maintenance staff and other personnel through pro- active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.



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- c. Develop a training program for driving, maintenance, charging, safety, behaviour and hygiene aspects; which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
- d. At his own cost and expenses maintain all Operator Clearances in accordance with Annexure for the purposes of providing Bus Services as per the terms of this Agreement;
- e. Maintain the Contracted Electric Buses in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- f. Ensure that Safety and Security of passengers and any third person on the Contracted Buses is maintained at all times;
- g. Maintain the Transformers and allied Electrical Infrastructure, Chargers and allied Electrical Infrastructure and Civil Infrastructure for this equipment in Safe, Secure and Good operable conditions in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- h. Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Agreement and Applicable Law;
- i. Ensure any equipment installed on the Contracted Buses or within the Bus Depot/ Parking Space including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorised personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Parking Space at any time without any notice in this regard;
- j. Make available to the Authority 200 Nos. of 9M-10M Midi Electric AC buses for operations with 95% fleet availability all the time. The Operator is expected to keep spare fleet to meet this requirement. The bidder may refer Annexure regarding Fines/Damages in this regard.
- k. Wear and tear of the bus due to bad road conditions, shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.
- l. However the operator shall not be liable for any liquidated damages for delay or failure to perform the contract for reasons of force majeure such as the acts of god, acts of public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, grid failures and provided that the operator shall within 15 days from the beginning of such delay shall notify the Authority in writing the cause of delay duly substantiated with documentary evidence.
- m. Ensure that all Applicable labour Laws and any other Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis by the Operator) required in relation to the operation and maintenance of Bus Service;
- n. Maintain and Upkeep the Parking Space in good condition a per the Parking Space License Agreement.
- o. Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
- p. Provide a proper Battery Management System (BMS) in good workable condition throughout the Contract Period as approved by the Authority.
- q. Submit a Safety Audit report to the Authority for both E-Buses and Bus Depot for every Financial Year
- r. Carry out all activities necessary for the effective implementation of the provisions of this Agreement.




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5. AGREEMENT

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

6. PERFORMANCE SECURITY

6.1. For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security for before signing the Operator Agreement of Rs. ₹.4,66,63,200/- (Rupees Four Core Sixty-Six Lakh Sixty-three Thousand Two Hundred only) in form of Bank Guarantee (instrument no OGT0005240092204, Dt – 23.02.2024 from INDUSIND BANK LTD for a Validity Period of 2 years i.e 22.02.2026, lien marked in favour of Managing Director, Capital Region Urban Transport, through a nationalised Bank, payable/encashable, admissible and extendable at Odisha only. (“Performance Security”).

6.2. The Operator shall maintain a valid and binding Performance Security for a period of six months after the expiry of the Contract Period (“Validity Period”).

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

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

6.4. At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement. The Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operator’s Event of Default as per clause 34.1.

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

7. BUS PROCUREMENT

Upon submission of requisite Performance Security and Signing of this Agreement, the Operator shall procure/supply 9M-10M Midi AC Electric Buses and Procure/Supply Transformers and Chargers and establish associated Electrical and Civil Infrastructure. The Operator shall obtain adequate insurance as mentioned in the clause pertaining to Insurance in this RFP.

8. QUALITY ASSURANCE

8.1 Quality of Materials

- a. The Bus Manufacturer shall procure material which is as per Standards set in India. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- b. The Bus Manufacturer can use any material out of the lots, which have been approved by an Authorised test agency under CMVR 124 and CMVR 126. A certificate to that effect along with copies of the latest Laboratory Test Report shall be submitted to Authority at the time of inspection.
- c. The Bus Manufacturer shall obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. The Bus Manufacturer shall provide a list of such items




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- along with their Certificates to the Authority.
- d. Cost of all tests, analysis, and patent rights would be borne by the Bidder.
- e. All the chargers installed shall comply with IEC 61851-1, IEC 61851-21, IEC 61851-22, IEC 61851-23 and IEC 61851-24 or as per OEM standards as applicable. The Operator will have to submit Compliance Certificates to this effect. The charger shall be capable of charging Buses for full State of Charge (80% SOC within maximum 4 hours of duration for 12m and 3 hours for 9m-10m. All the Charges shall also have provision for recording and storing data for charging units consumed by each of the Electric Bus for every charging activity and time taken for charging by each of the Electric bus for every charging activity. Such recording and storing of data for each of the electric bus shall be uniquely monitored with reference to the registered number of electric bus. The operator shall submit this data to Authority on daily/monthly basis in the format prescribed by the Authority.

8.2. Purchase of Material

Material purchase orders of The Bus Manufacturer must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-a-vis those specified in the contract.

In addition, copies of invoices of respective Manufacturers from whom these materials had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage in the Bus.

For items/ materials to be used as per BIS/ AIS/ASRTU Standards, the Bus Manufacturer shall show & furnish a copy of Laboratory Test Certificate from approved Laboratories near the location of Bus Bodybuilder in respect of material proposed to be used in the body building of the Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.

8.3. The Operator shall conform in all respect to provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and Central Motor Vehicle Rules, 1989 (or latest) / Odisha Motor Vehicle Rules currently in force in Odisha or to any other statutory modifications or enactment thereof in such Act & Rules from time to time.

9. INSPECTION AND TESTING

9.1. CRUT or its authorised representative or Agency will carry out inspection of Prototype and other buses at following stages before pre-dispatch stage at Bus Operator's premises.

Structural, Panelling & Fully Built Stage for prototype bus under each part.

Remaining buses will be inspected during final stage.

9.2. For any Deficiency noted by the Authority during any stage of the inspection, the Operator shall initiate immediate remedial actions for the same as advised by the Authority.

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

9.4. The Authority may not conduct any laboratory test if the material procurement certificates are submitted by the Operator at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material test at any stage for prototype or any other buses, the cost



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of which shall be borne by the Operator. The Authority might conduct lab testing mostly for following material.

Sr. No.	Items to be tested	Specifications
1.	CR Tubular sections	BIS:4923-1997 (or latest) of Grade Yst-240
2.	Phosphating /Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS:277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
3.	EPDM Rubber	As per AIS 085
4.	Glasses	<ul style="list-style-type: none"> Laminated: BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass. Toughened: BIS 2553 (Part-2)-1992 (or latest)
5.	Aluminium Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube and Hollow Part and IS:738-1977 or latest for Drawn Tubes, Alloy 63400, tempering WP.
6.	Paint	PU Paint as per relevant IS: 13213:1991(or latest) & any other relevant BIS Standards. For Matt Black Paint the Gloss Value is up to 30 units.
7.	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JISC3406-Spark, Immersion & Conductor Resistance Test, SAE J 1127 & J 1128
8.	Aluminium sheet	BIS:737-1986(or latest), Aluminium Alloy H-2/31000
9.	CR sheets	BIS:513-2008(or latest)
10.	GI Sheets	BIS:277-2003 (or latest), Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
11.	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12.	Marine Board / Board / another floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

9.2. The Authority shall issue Pre-Despatch Inspection Report within seven days of satisfactory inspection of Fully Built buses. Operator shall despatch buses only after attending defects/ deficiencies observed during Pre- Dispatch Inspection.




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10. DELIVERY OF CONTRACTED BUSES

10.1. Delivery Period: Delivery of prototype Bus and thereafter other Contracted buses shall be as follows; (“Bus Delivery Schedule”):

S. No	Description	Timelines
1	Issue of Supply order/LOA	M
2	Prototype	M + 1 Month
3	Delivery of 1 st Lot of 50 buses	M + 3 Months
4	Delivery of 2 nd Lot of 50 buses	M + 5 Months
5	Delivery of rest of the buses	M + 8 Months

10.2. Operator shall deliver buses at the place/ places as shall be specified by the Authority within Bhubaneswar Municipal Limits, not later than the dates/schedule specified in the Agreement.

10.3. Authority shall be entitled to levy damages as per clause 16 of the Agreement to the Operator upon failing to perform as per Clauses above.

10.4. Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages and other provisions of the contract.

10.5. Operator shall intimate Authority at least 15 days prior to any inspection at Bus Manufacturer’s premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall arrange inspection within 15 days from the day of receipt of request for inspection from Operator. Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

11. INSPECTION OF CONTRACTED BUSES

11.1. On receipt of fully built Contracted Buses at Bhubaneswar, Odisha, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period. Any delay in commissioning of these buses due to any such reason shall be to Operator’s account and shall be dealt with by the Authority as per Conditions of the Agreement.

12. COST OF INSPECTION

All the costs associated with the inspection of prototype bus and other buses at Bus Operator’s premises and at Odisha, including travelling and conveyance expenses and lodging and boarding expenses of representatives of the Authority shall be borne by the Bus Operator.

13. PROVISIONAL RECEIPT CERTIFICATE

Authority shall issue Provisional Receipt Certificate within seven (7) working days of receipt of Bus (es) in good conditions along with valid required documents at Odisha. The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement.



14. REMOVAL AND REPLACEMENT OF REJECTED BUSES

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

14.2. The Operator shall immediately transport such rejected buses back to its premises at its own cost and risk.

15. FINAL ACCEPTANCE CERTIFICATE

The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Final Inspection within ten 10 days from date of inspection. Thereafter, Final Acceptance Certificate shall be issued by Authority. The Operator shall initiate the process of deployment of buses for AUTHORITY operations in accordance with clauses of this agreement.

16. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES

16.1. If the Operator fails to complete the supply of Contracted Buses within the Month wise delivery schedule specified in the clause 10.1 above and if the Operator is not able to cure such default (delay in buses) within the prescribed delivery schedule, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages (LD) @ INR 1,500/- (Rupees One Thousand Five Hundred only), per bus per day of delay.

16.2. The amount of pre estimated liquidated damages to be charged under the contract, in terms of Clause 16 of Contract Conditions shall not exceed INR 1 lakh per Bus within a period of 90 days.

16.3. In the event of the delivery of Contracted Buses is delayed beyond the stipulated Delivery Schedule as per clause 10.1 and within the period of additional 90 days after expiry of the delivery schedule, the Authority at its discretion may not accept delivery of number of delayed Buses beyond above mentioned time period unless such occurrence (delay in bus) is not attributable to Force Majeure Events.

17. CONSEQUENCES OF NON-ADHERENCE TO DELIVERY OBLIGATIONS

17.1. In case of the Operator fails to deliver Contracted Bus as per stipulated schedules and timelines and as specified in sub clause 16, after exercising all remedial measures provided in elsewhere in this agreement, it shall be considered Operator's Event of Default.

17.2. Notwithstanding above, in case of delay in delivery of Contracted buses by the Operator pursuant to clause 16 above, the number of Contracted Buses which are to form part of the contracted fleet shall be reduced by only the number of buses delivered and accepted by the Authority.


17.3. With pursuant to clause 17.2 above, in case of reduction/increase in size of the contract, the Operator shall replace the amount of Performance Security calculated as per the revised contract size.

18. DEPLOYMENT OF CONTRACTED BUSES

18.1. Subject to issuance of Final Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 10 (Ten days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing ("Commercial Operations Date for Bus Lot" or "COD for Bus Lot").

18.2. In the event the Operator is not able to start operations of particular Lot of Contracted Buses as per above clause for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of




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INR 1,500 per bus per day comprising of the Lot for every day of delay till COD for that Lot is achieved. Capping of LDs and consequences are as per clauses 16 and 17 of this Agreement.

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

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

18.4.1. During the Training Period, The Operator's staff shall be educated about the intricacies of Bus Operations Bus Service Area and skill-set required for efficient operations.

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

18.4.3. Entire Costs towards above training shall be borne by the Operator.

19. OWNERSHIP OF CONTRACTED BUSES

19.1. The ownership of the Buses shall remain fully with the Bidder during the entire term of the Agreement.

20. HANDOVER OF PARKING SPACE AND BUS DEPOT

20.1. For the purposes of maintenance, charging and cleaning and parking of Contracted Buses, the Authority shall provide a Parking Space(Depot including Office Space) to park the Contracted Buses for the entire Contract period and carry out maintenance and charging activities in accordance with the terms contained herein. It is hereby clarified that the Operator shall only have a limited right to use the Bus Depot/ Parking space subject to the terms contained herein. The Operator shall enter in a separate ParkingSpace License agreement as per the enclosed format with the Authority at time of handover of such depot or Parking Space. The Parking Space shall be leased with depot rental charges of Rs.1,00,000/Monthfrom the date of signing of the Agreement as mentioned in Annexure 7 of the Bus Operator Agreement.

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

20.3. It is hereby clarified that the ownership of the Parking Spaces shall remain vested solely with the Authority at all times. The Operator shall only be provided the limited right to use the Bus Depot/ Parking Spaces during the Contract Period, and on Termination, the Operator shall vacate and hand back such Bus Depot/ Parking Spaces as per the terms contained herein.

Upon termination, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement. After completion of Contract Period, the entire infrastructure established at various depots for charging of Electric Buses such as Transformers, Necessary Electrical systems, sub-systems, accessories and parts and Chargers will become Suo moto property of AUTHORITY solely for its further usage by AUTHORITY. The Operator will not have any right on this Infrastructure after completion of Contract Period. Similarly, all the Civil Infrastructure established will also become the property of AUTHORITY solely for its further usage by AUTHORITY and the Operator will not have any right on civil Infrastructure.




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20.4. The Operator shall:

- a. at his own cost and expense maintain the area of the Bus Depot/ Parking Space provided to it under the terms of the license agreement and the terms contained herein in good working condition;
- b. not cause any damage in the area of the Bus Depot/Parking Space provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.
- c. only be responsible to maintain the area of the Bus Depot/Parking Spaces which has been specifically allocated and handed over to him by the Authority under the relevant licence agreement

20.5. Authority will assist the operator to take 11/33 KV HT power line available at Parking Space. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. The Operator shall also be liable to pay bills for utilities such as electricity, water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.

20.6. All Electricity charges including the connection charges for charging of Buses and for maintenance & other activities in depot and the charging station deployed on the routes shall be borne by the operator.

20.7. Operator should provide the best solution in terms of bus, capacity of batteries, charging infrastructure required, charging time etc. looking to the operational requirements of Authority. (This includes any of the charging mechanism like flash, fast).

20.8. The Operator shall also be liable to pay bills for utilities such as water, electricity etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator. Operator shall establish and maintain necessary Infrastructure for these requirements.

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

21. OPERATION PLAN

21.1. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Assured Fleet Availability, Operating Plan, Routes, frequency, stoppage plan and table of schedule providing bus headways based on peak and off-peak hour requirements ("Operation Plan").


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

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

22. ROUTES AND SCHEDULES

22.1. The tentative routes for the 200 buses will be shared after delivery of the buses/ before COD. Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of




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the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.

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

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

22.4. In the event the Authority makes changes as specified in above Clause, it shall notify the Operator in writing [Five (5) days] prior to the date of implementation of such change.

22.5. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

23. FARE AND FARE COLLECTION

23.1. Passenger Fare Determination

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

23.2. Passenger Fare Collection

- a. The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate to it.
- b. The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.
- c. The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority though itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Contracted Buses.

24. ADVERTISEMENT ON THE BUSES

- 24.1. The Authority shall have all rights to decide on display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from advertisement.
- 24.2. The Operator shall be responsible for security and cleanliness of advertisement material and equipment.
- 24.3. In case any damages occur to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages, the cost of damages shall be borne by the Authority.
- 24.4. The Operator shall provide transparent display board in the upper side of the buses for advertisement purpose, the dimensions shall be decided during the prototype inspection.
- 24.5. The dimensions and colour schemes of the advertisement panels shall be finalised by the Authority.
- 24.6. The Advertisement should not be anti-social, vulgar, unlawful and should require permission of Authority. The Authority shall have the right to regulate the Advertisement. The Operator shall not display any Advertisement that is on the negative content as detailed below, irrespective of the time of the day and scale of the advertisement. Such negative content list is mentioned below:

- a. Advertisement banned by the Advertisement Council of India or by law.
- b. Advertisements of goods or services which are prohibited by any law
- c. Advertisement of Political Parties.




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- d. Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
- e. Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
- f. Advertisements containing sexual overtone and/ or nudity.
- g. Advertisements glorifying exploitation of women or child.
- h. Advertisements showing violence and cruelty to either human being or any kind of plant or animal.
- i. Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
- j. Advertisements related with lottery tickets, sweepstakes entries and slot machines.
- k. Any animated, laser, moving or blinking displays.
- l. Advertisements accompanied by sound.
- m. Advertisements banned by the provisions of the Election Commission.
- n. Any other advertisement not found appropriate by The Authority.

25. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

25.1. Calculation of Kilometres of Buses

- i. The Authority shall pay the kilometer charges through Escrow Account for the actual effective kilometres at the rate determined through the tender process.
 - 1. Distance operated for making payment will be reckoned from the appointed terminus for plying vehicles as per the kilometres of the trip distance as per time table.
 - 2. Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day's service shall be considered if operated as per schedule provided by the Authority.
 - 3. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements, shall be considered.
- ii. The Operator shall make available the bus for minimum 16 hours a day. In case a bus is not made available for minimum 16 hours a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month and such calculations shall be made for deduction of the lapsed Kilometers from the Assured Kilometers on daily basis.
- iii. In case of loss of kilometers trips on any day for any reason, payment shall be made for actual km operated on that day.
- iv. Bus Kilometres shall not constitute the following:
 - 1. Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided by Authority or for any travel not authorized by Authority.
 - 2. Distance travelled by a Contracted Bus for charging facility set up by the Operator at the Bus Depot/Parking Space provided for by Authority.
 - 3. Kilometres from the point of the breakdown to the destination point in case of breakdown wherein Authority can divert the passengers to any other contracted bus of Authority.
- v. Increase in route kilometer due to enforcement of law and order shall be reckoned for kilometer charges after due certification by the respective Depot Incharge.




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- vi. Operator is free to keep spare electric buses for smooth running of contracted Electric Buses. The Operator shall at all times during the contract period maintain 95% of the fleet for bus operational purpose. If it fails to provide, additional penalty will be charged as mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.
- vii. In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities as per mentioned in Annexure-1 of this bus operator agreement for Deficiency and Incident Wise Damages/ Fines.

25.2 Payment of Bills

The Authority shall compute and provide payment to the Operator through Escrow Account opened by Authority, for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometres that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the Authority staff / Global Positioning System (GPS).

25.3. Basis for Payments

The Base Kilometer Charge Payment to the Operator by the Authority for the Bus Services rendered shall be as per the provisions described hereinafter

The Base Per Kilometer Charge quoted by the Bus Operator in the Price Proposal for the Contracted Buses and accepted by the Authority in the LOAs as follows:

Sl. No.	Package	Bus Type	Quantity (Nos)	Quoted Rate Rs/Km
1	Package-5	New Midi AC Electric Buses	200 nos.	64.81

The Base year price of Electricity per Unit, Base year Wholesale Price Index (WPI) and CPI- IW/applicable Minimum Wages which shall be used for determining the Applicable Kilometer Charge throughout the agreement period as follows:

- a. Base Year Price of Electricity/Unit: is the prevailing price of Electricity as available from the Tata Power Central Odisha Distribution Limited (TPCODL) on the bid due date.
- b. Base Year Wholesale Price Index (WPI) for all commodities: is the WPI as on the bid due date, published by the Office of Economic Advisor to the Government of India, Ministry of Commerce and Industry: Website: <http://eaindustry.nic.in>.
- c. Base Year Consumer Price for Index Industrial Workers (CPI-IW): is the CPI-IW as on the bid due date, published by the Office of the M/o Labour & Employment: www.labourbureau.gov.in (or) www.pib.gov.in

25.4. Payment Terms

a) Invoicing Period

- i. Fortnightly Bills for the payment of Kilometer charges as per provision laid in 25.1 above shall be prepared by the Operator and submitted with receipt along with certificate of authorized official of the Authority on every 20th day of current month for the First Fortnight and bill for



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second fortnight can be submitted on every 5th day of succeeding month. The Operator shall submit an invoice specifying:

- ii. Registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- iii. Bus Kilometres travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- iv. Applicable Kilometre Charge for the period for the particular type of Contracted Bus.
- v. GST tax, and any applicable surcharge or cess on it, if any, payable on the amount as per provision of sub clause below.
- vi. The Operator shall submit invoice strictly for the operated kms for the payment period provided by Authority. (here in together referred as "Invoice Amount")

b) Payment Period

- i. The Authority shall, within a period of 30(Thirty) days of the receipt of invoice, will check AUTHORITY Internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.
- ii. All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law, deductions under SLA clauses as per contract.

c) Method for Calculation of Payment

The Escrow payment for Bus Kilometres for actual Bus Kilometres per each Contracted Bus deployed shall be calculated as

Payment = Applicable Kilometre Charge for Contracted Bus x Operated KM

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

- Any Fines levied, Excess Electricity Charges than assured shall be adjusted from the Payment subject to provisions of this Agreement.
- Any applicable surcharge or cess on payment for services rendered by the Operator, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the Applicable Kilometre Charge. The Authority is liable to pay this additional amount on the Invoice Amount.
- The GST (if applicable) shall be payable by the Authority.
- The bidder shall quote his rate per kilometre charge in "INR per km." for operation of buses to be given to AUTHORITY "on per Kilometer charges" as per the terms and conditions specified in the contract. The charges quoted will be effective for the contractual period from the commercial date of operation under the contract with the provision for revision in the per kilometer Charges to cover the upward price escalation annually from 3rd year of COD of the fleet.




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d) Revision of Fee:

- i. The Parties agree that the Fee shall be revised every 6 (six) months from the 3rd year onwards on the basis of variation in electricity tariff for the Charging Infrastructure and CPIIW and WPI in accordance with the terms of this Agreement (“Fee Revision”).
- ii. The Operator shall submit to the Authority, no later than 30 (thirty) days prior to the expiry of the aforesaid period of 6 (six) months, a statement of the input cost of the electricity consumed at the Charging Infrastructure, as provided in Clause 4.2 (g), in the format provided in Annexure-9 along with copies of electricity bills clearly segregating the consumption of electricity for the Charging Infrastructure.
- iii. From the 3rd year of COD if in any event the CPIIW, WPI and/or electricity charge varies by more than 4% (four per cent) between the last bill of the 2nd completed year and subsequent changes in every 6 months thereafter, the per kilometer charges shall be paid as per formula mentioned below.
- iv. The Parties agree that the formula for revision of fee shall be:

For the 1st revision after 3rd year of COD:

Payable Fee = Final Quoted Price* [1 + (0.2 * ((CPI IW on the date of submission of the statement – CPI IW on the Base Index Date)/ CPI IW on the Base Index Date)) + (0.6 * 0.4 * ((WPI on the date of submission of the statement – WPI on the Base Index Date)/ WPI on the Base Index Date)) + (0.2 * ((price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the Base Index Date)/ price per kWh of electricity on the Base Index Date))]

For subsequent revisions:

Payable Fee = Final Quoted Price * [1 + (0.2 * ((CPI IW on the date of submission of the statement – CPI IW on the preceding Fee Revision Date)/ CPI IW on the preceding Fee Revision Date)) + (0.6 * 0.4 * ((WPI on the date of submission of the statement – WPI on the preceding Fee Revision Date)/ WPI on the preceding Fee Revision Date))+ (0.2 * ((price per kWh of electricity on the date of submission of the statement - price per kWh of electricity on the preceding Fee Revision Date)/ price per kWh of electricity on the preceding Fee Revision Date))]

- v. The Parties agree that the Fee shall stand revised pursuant to any amendment in accordance with this Clause 25.4(d) and shall become the base Fee payable to the Operator under this Agreement. For the avoidance of doubt, it is clarified that in the event of any dispute or difference in calculation of the consumption of electricity or the CPIIW and WPI hereunder, the Dispute Resolution Procedure in the appropriate Court of Law under the jurisdiction of Bhubaneswar.




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e) Guarantee to operate particular number of kilometres:

The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the Bus Kilometres travelled by each of the Contracted Buses, in a continuous period of 6 (six) months, commencing from COD and then onwards half yearly basis, shall be no fewer than 36,000 kms / contracted bus. The assured kms shall be calculated as per the fleet availability as mentioned in the clause 25.1 of this bus operator agreement.

f) Assured Payment after Reconciliation

i) Payment for Unutilised Kilometres

In the event that the Authority is unable to provide the Operator the operations of the Contracted Bus trips such that the average number of kilometres operated per Contracted Bus is not equal to the Assured Bus Kilometres, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

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

Where,

T_m = Assured Bus Kilometres

T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period that has triggered this provision.

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

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

ii) Payment for Excess Kilometres

If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometres, then the Kilometre Charge payable applicable for such additional kilometres in excess of the Assured Bus Kilometres shall be calculated as follows;

Assured Payment Amount for Excess Kms = $0.65 \times (T_a - T_m) \times$ Applicable Kilometre charge

where

T_a = Actual Bus Kilometres Operated by the Contracted Bus during the relevant period

that has triggered this provision

T_m = Assured Bus Kilometres




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- iii) The Authority shall provide the Operator with a notice of the calculation with the supporting data (the kilometres travelled by each of the Contracted Buses comprising the Available Fleet).
- iv) The Authority shall have right to compute on its own and verify the Assured Kilometres. The Authority shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometres that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made manually or using GPS/.
- v) With respect to sub clauses (iii) and (iv) herein above, the provision of clause 25.4 e shall be also used to determine Assured kilometres.
- vi) Any dispute regarding kilometers operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after one month shall be treated as null and void. The disputes shall be heard and settled by Traffic Manager.
- vii) Income tax at source would be deducted from the payment made to the Operator as per rules in force from time to time.
- viii) The Operator shall submit invoice strictly for the operated kms for the payment period provided by Authority along with monthly compliance checklist as per the Annexure no. 9 of the Bus Operator Agreement. (here in together referred as "Invoice Amount")

25.5. Limitations to Liability of Authority for Operations and Maintenance

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

25.6. Liabilities arising from negligent driving and accidents

- a. Any damages arising due to negligent driving, malfunctioning of bus or accidents of the Contracted Buses on the street and within the Authority premises shall be the liability of the Operator.
- b. The Operator shall be responsible for all claims that may arise due to statutory violations and negligence etc. arising out of the operation of its bus on road and within the Authority premises, like claims and damages due to accidents, providing relief and emergency medical care to persons or property of fatal or injury or any loss/damage to any property, etc. payable under the provisions of M.V. Act/Rules or any other Acts. The Authority under no circumstances shall be made liable or responsible to pay any compensation that may be imposed by the Statutory Authorities, in respect of accidents and injuries involved.
- c. It shall be the responsibility of the Operator to make arrangements on behalf of the Authority for proper prosecution of proceedings before the Motor Accident Claim Tribunal (MACT), Regional Transport Authority (RTA), State Transport Authority (STA), Hon'ble High Court, Hon'ble Supreme Court, etc. in respect of the claims as stated herein at its own cost and consequences.
- d. In case of accident, Operator himself shall make arrangement to bail out his employee (driver) from police custody following the applicable law and also to deal with further litigations arising out of the said accident, as per the applicable law.

25.7. FINES AND COMPENSATION

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



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26. TAXES AND STATUTORY LEVIES

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

Sr. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Electric Buses, Electrical & Civil Infrastructure and other Authority owned assets like Depot	Operator
3	Motor Vehicle tax	Authority
4	Fitness Certificate Renewal	Operator
5	Stage Carriage Permit	Authority
6	Fare Notification & Collection	Authority
7	Pollution Under Control Certification	Operator
8	Road worthiness Certificate / Fitness Certificate for Electric Buses	Operator
9	Additional MV Tax	Authority
10	GST (if any)	As applicable, Payable by the Operator & include the same in the Invoice raise to the Authority

27. OPERATION AND MAINTENANCE STANDARDS

27.1. The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.

27.2. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan, and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.

27.3. The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without causing any disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:

- a. Charging of Bus Batteries. (At the depot & at the route charging points).
- b. Checking and maintaining Transformers including Annual Inspection from Competent Authority like CESU/ Tata Power Central Odisha Distribution Limited (TPCODL), Electrical Inspector and payment of their respective licence fees, Checking and Maintenance of Chargers and Charging Infrastructure.
- c. Checking and topping of oils
- d. Checking of tyres




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- e. Cleaning, sweeping and washing of buses including soap washing every week.
- f. Attending to defects reported by drivers
- g. Repairing/ Replacing any damaged, non-functional parts, systems and sub systems of electric buses, transformer, chargers and electrical and civil infrastructure of the same specification.

27.4. In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness, as per the statutory rules and a pollution control certificate if applicable from the relevant authorities for all the Contracted Buses from time to time.

27.5. The operator shall make its own security arrangement by appointing and deploying security personnel at parking and charging space. In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component/spare parts/ hardware/software/instrument/bus batteries, then the Operator shall reinstall/re-instate such bus component/ spare parts/ hardware/ software/ instrument/ bus batteries of the same or equivalent quality and specification after giving prior written notice to the Authority and after obtaining consent of the Authority.

27.6. The Authority or representative of the Authority shall monitor the replacement or reinstallation done by the Operator and shall determine whether the replaced or reinstalled bus component/spare parts/batteries/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/spare parts/batteries/hardware/software/instrument is of an inferior quality then the Authority shall consider this an Operator's Event of Default.

27.7. In the event of such breach in security, the Operator shall extend all co-operation to the Authority including filing of complaint to the police and any other investigation, to be undertaken as directed by the Authority.

27.8. Operator shall replace batteries/ replenish charging infrastructure at its own cost if need so arise to comply with Assured Availability during the Contract Period.

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

28.1. Obligations of the Operator

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

28.1.1. Operator shall deploy the fully built AC Pure Electric buses in accordance with terms and condition set forth in this Agreement.

28.1.2. Operation and Maintenance of Contracted Buses:

- a. Operate and maintain the Contracted Buses in accordance with Specifications, maintenancemanual and other information provided in Annexure to the Agreement.
- b. Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes;
- c. Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination;
- d. Ensure that all recruited drivers shall hold commercial heavy-duty vehicle license with minimum experience of 5 years of operating passenger buses with PSV badge. Licenses of drivers shall be submitted to Authority for verification before deployment. In addition, before deployment of any



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driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the Bus operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.

- e. Make drivers and technicians undergo orientation / familiarisation training programme at respective cities. Operator would also arrange for space, the training bus, etc for said training programme at his cost.
- f. Operator shall be responsible for regular maintenance and availability of the Battery Management System (BMS) which will be monitored by the Authority.
- g. The training program shall be organised by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as upgradation training to existing manpower.
- h. Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day;
- i. Ensure safety and security of the passengers, personnel and any third party using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements;
- j. Ensure safety and security of the Contracted Buses against theft or other forms of damage;
- k. Submit invoices in a timely manner in accordance with the terms contained herein;
- l. Maintain working capital equivalent to at least 3 (Three) month's Operator Payment payable by Authority;
- m. Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays;
- n. Ensure that the Contracted Buses stop to pick up and allow the passenger to get off at the nominated bus stations/Bus Queue Shelters (BQS);
- o. Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Contract Period;
- p. Keep available any and all equipment, spare batteries, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Contract Period;
- q. Make adequate arrangement for Maintenance of Buses overhauling of bus aggregates, repair and replacement of tyres, repair of bus bodies, repair of accidental buses, repair of charging infrastructure and bus batteries etc to the satisfaction of the Authority.
- r. Make adequate arrangement either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc in least possible time.
- s. Shall not tamper or interfere with any equipment, instrument or system installed including the GPS tracking facilities and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses to enable provision of safer Bus Services to the passengers.
- t. Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- u. All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc as decided by Authority.
- v. Ensure at its own cost and expense and keep available at all times, any and all equipment, charging infrastructure, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.
- w. Submit the copy of the Employee State Insurance (ESI) and Provident Fund challans to the Authority every month; and




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- x. Agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.
- y. The Operator shall pay the salaries to the captains/drivers within 10th day of the next month and deposit the statutory dues (EPF &ESI) within the due date of the respective Statute. The operator's monthly payment shall be released after submission of proof of the payment of salary to the employees and deposit of statutory dues of the previous month.

28.1.3. Co-operation with the Authority

- a. Cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Contracted Buses or Bus Depots, Terminals and/or Parking Spaces;
- b. make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/ accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c. cooperate with the Authority and/or any third party appointed by the Authority for the purpose of collection of Passenger Fare;
- d. co-operate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and collection of fare through hand held machines if required. The Authority, its personnel, and authorized Operators shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or Operators, and the said machines shall in no manner be tampered with or damaged by the Operator or its personnel;
- e. cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other contractual arrangements pertaining to Project.
- f. maintain log books, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make log books available to Authority or it's representative and answer all queries to its satisfaction.
- g. respond to all notices, letters, communications received from Authority within the given time frame;
- h. provide all information, data, records, documents or information as may be required by Authority or its representatives, from time to time; and
- i. Participate in all the meetings, discussions as directed by the Authority from time to time.

28.1.4. Compliance with the terms of the Warranty and Good Industry Practice

- a. shall comply with all terms of Warranty and instructions that are provided by Bus Manufacturer;
- b. undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- c. carry out major overhauls of the Contracted Buses according to the number of kilometres travelled as per terms of the warranty as provided by the Bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice;
- d. shall comply with all the literature provided by bus manufacturer in terms of manuals, operating, and maintenance and safety instructions/manual to the Operator. The Operator shall be responsible for understanding the working of Contracted Buses allotted to it in all aspects specified above including safety features. Operator shall abide by the instructions specified in the operating, and maintenance and safety instructions/manual all times during the Contract Period. The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for
- e. Contracted Buses shall be complied by the Operator;



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- f. notify defects of any bus component or equipment and/or monitoring device to Authority and take prompt and immediate action as per the instructions of the Authority at Operator's own cost and expense, as per the instructions issued by the Authority.

28.1.5. Record and Reporting Requirements

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

28.1.6. Inspection

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

28.1.7. Repair and Replacement

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

28.1.8. Appointment of Drivers and Staff

- a) appoint:
- i. drivers holding a valid licence and Public Service Vehicle (PSV) badge for driving passenger bus for a minimum period of [5 (five)] years, before the Execution Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and
 - ii. appoint either on a temporary, permanent or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and Electrical and Civil Infrastructure facilities related thereto at his cost for services as per the Agreement.



- iii. The drivers are to be treated under Highly Skilled category as per the prevailing Labour Law of Odisha

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

- i. persists in any misconduct,
- ii. is incompetent or negligent in the performance of his duties,
- iii. fails to conform with any provisions of this Agreement, or
- iv. persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.

b) be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.

c) ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.

d) hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.

e) ensure that the drivers and other personnel engaged by the Operator do not involve in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users. The drivers and other personnel engaged by the Operator are required to be police verified.

f) be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.

g) make efforts to maintain harmony and good industrial relations among the labor and personnel employed in connection with the performance of the Operator's obligations under this Agreement and shall at all times be the principal employer in respect of such labor and personnel.

28.1.9. Appointment of Operator's Manager

The Operator shall appoint, at each of the depot, qualified personnel to supervise and manage day to day operations and maintenance of the contracted buses and Maintenance of Transformers, chargers and associated electrical and civil infrastructure and to act as a single point contact to manage all the communications and correspondence with Authority ("Operations Manager").

28.1.10. Payment of Taxes and Duties

Subject to Clause 25, make timely payment of all taxes and duties due and payable under Applicable Law.

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28.1.11. Payment of Fines

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

28.1.12. Bear the costs associated with electricity consumed for lighting and repair and maintenance activities and water charges as per clause 20.6.

28.1.13. No Alterations or Modifications of the Contracted Buses

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

28.1.14. Complaints Redressal

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

28.1.15 Provide APIs and Interfacing protocols of ITS Components to Authority so as to ensure compatibility and integration of Operator's ITS Equipment with Authority's ITS System.

28.2. Rights of the Operator

The Operator shall have right to:

- 28.2.1. Receive Operator Payment from the Authority as per the terms mentioned in this Agreement;
- 28.2.2. Receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority;
- 28.2.3. Use Parking Space subject to the terms of the Bus Parking Space Lease Agreement and the terms provided herein; and
- 28.2.4. Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.
- 28.2.5. Expect Transfer of Contracted Buses after completion of contract as per the terms specified in Clause 39 of the Agreement

28.3. Authority's Rights and Responsibilities

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

- 28.3.1. Provide provisions for water and electric connection to the Parking Space during the Agreement Period; Further necessary Infrastructural requirements shall be dealt with by Operator.
- 28.3.2. Provide to the Operator the Bus Depot right to use to the Operator in accordance with the terms of this Agreement and Depot License Agreement
- 28.3.3. Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO, and allow the Operator to operate the buses on its behalf under these Licenses;

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- 28.3.4. Provide APIs and Interfacing protocols to Operator so as to ensure compatibility and integration of Operator's ITS Equipment with Authority's ITS System.
- 28.3.5. establish and operate a Central Control Centre to:
- (i) register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this Agreement; and
 - (ii) monitor and supervise the functioning of the Operator; (iii) maintain records and reports in relation to the implementation of the Project;
- 28.3.6. provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same;
- 28.3.7. Conduct regular inspections of Contracted Buses and the Project at any time during the Contract Period. The Authority may penalise traveller commuting without ticket in cash as determined by the Authority;
- 28.3.8. Provide the right of use and right of way to the Operator, in respect of the space for parking of Contracted Buses, together with the right to use and right of way for such space only for the purposes set forth in this Agreement;
- 28.3.9. Have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security
- 28.3.10. Have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and operationality of the Bus Services.

29. INSURANCE

29.1. Insurance During the Contract Period:

- 29.1.1. The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Parking Space Premises up to the end of the Contract Period such, including but not limited to the following;
- 29.1.2. Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act for registration of Buses in name of Operator and insurance / RTO charges if any for all subsequent years of contract.
- 29.1.3. 100% replacement cost for any loss and damages to the Authority's Property/Project Asset/Premises/Parking Space with Authority as beneficiary. Shortfall in insurance cover, if any, shall be borne by the Operator.
- 29.1.4. Operator's all risk insurance with the Authority as co-beneficiary;
- 29.1.5. 29.1.5.
- a) The Operator shall obtain Comprehensive third-party liability insurance for all the contracted Buses as per MV act for every year of Contract Period.
 - b) The Operator shall obtain Comprehensive third-party liability insurance for Transformer and Chargers as per applicable laws.
- 29.1.6. 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.
- 29.1.7. Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items 29.1.2 to 29.1.6 with the Authority as beneficiary/co-beneficiary.

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29.1.8. The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all the time during the Contract Period. Operator shall be solely responsible for failure of its renewal and liabilities arising thereof shall be payable by operator.

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

29.2. Evidence of Insurance Cover

29.2.1. The Operator shall at the time of entering into Agreement with the Authority and thereafter from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Operator Agreement.

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

29.3. Application of Insurance Proceeds

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

29.3.2. The Operator shall carry out such repair or renovation or restoration or substitution in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution shall be in the same condition as they were before such damage or destruction.

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

29.4. Validity of Insurance Cover

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

30. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM

30.1. In the event that any damages or need for repairs to the Contracted Buses, Bus Station, Terminals and Bus Station/or Parking Spaces or any other asset provided by the Authority arises during the Contract Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator. No re-imburement of any kind shall be available to the Operator for any such damage or loss, including for loss of full bus. In case of loss of full bus, Operator shall replace the lost bus with another bus of same configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

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

Provided however, damage to Contracted Buses or any part thereof due to regular wear and tear, or breach of maintenance obligations or any other obligations by the Operator and/ or omission of act by the Operator shall be the liability of the Operator.

In such cases, the repair, servicing and rectification Service shall be undertaken by the Operator at its own cost to the satisfaction of Authority.

31. FINES/DAMAGES

31.1. Without prejudice to and notwithstanding any other provision of this Agreement pursuant to which the Operator is liable to pay fines/damages, the Operator shall be liable to pay damages/fines during the Payment Period to the Authority in respect of the deficiencies/events provided in Annexure of this Agreement (“Fines”).

31.2. Fines in respect of said specified deficiencies/events for Contracted Bus shall be as provided in Annexure 1 to this Agreement.

31.3. The total Fines payable to the Authority in any Payment Period in terms of this clause in respect of all the categories of buses shall be computed by arriving at the arithmetic sum computed for each such category (“Aggregate Fines”).

31.4. Capping of Penalties: The total penalties shall be limited to 10% of the monthly invoice amount. If the capping of the penalties exceed the 10% limit of the monthly invoice amount in a continuous period of 6 months then the termination clause shall be invoked .

32. MONITORING

32.1. Evaluation of Performance of Operator:

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

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

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32.1.2. In the event the Operator fails to perform any parameter as highlighted in sub-clause (i) above it shall be liable to pay damages to the Authority for such non-performance in accordance with ANNEXURE 1 to this Agreement.

32.1.3. In the event the Operator fails to pay the damages and/or fines for non-performance in accordance with the terms contained hereof, such fines and/or damages shall be deducted from the Operation Payment to be made by the Authority against the Invoice raised by the Operator.

33. CONFIDENTIALITY OBLIGATIONS OF OPERATOR

33.1. Protection of Confidential Information

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

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

Confidential Information shall not include information which:

Is or becomes generally available to the public without any act or omission of Operator;

Was in Operator’s possession prior to the time it was received from Authority or came into Operator’s possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use;

Is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Authority before such disclosure; and

Is independently developed by or for Operator by persons not having exposure to Authority’s Confidential Information.

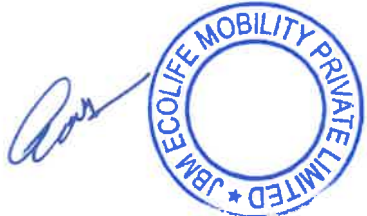
33.2. The Operator is under an obligation to protect Confidential Information under this Clause for a period of three (3) years after the expiry or termination of this Agreement.

33.3. Intellectual Property Rights

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

After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities

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developed at the allotted sites by Operator for Authority under the 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 by the Operator in relation to the Project pursuant to the Agreement.

34. EVENT OF DEFAULT AND TERMINATION

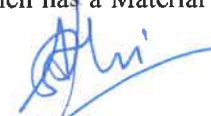
34.1. Operator’s Event of Default

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

- 34.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days;
- 34.1.2 A resolution for voluntary winding up has been passed by the shareholders of the Operator;
- 34.1.3 Any petition for winding up of Operator has been admitted and liquidator or provisionalliquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that,as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement;
- 34.1.4 Operator fails to comply with the Applicable laws, rules and regulations.
- 34.1.5 Operator does not abide by Consortium conditions specified in Agreement and elsewhere in the RFP.
- 34.1.6 Operator does not share APIs and Interfacing protocols of its ITS equipment with Authority.
- 34.1.7 Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 34.1.8 Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 34.1.9 Operator stands incapable of supply of single fully built bus as per the specifications.
- 34.1.10 Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or is on account of a breach of its obligations under this Agreement by the Authority.
- 34.1.11 The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 34.1.12 The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 34.1.13 The Operator failed to perform any of the Operator’s obligations, which has a Material Adverse Effect on the Agreement

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34.1.14 Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.

34.1.15 Operator fails to adhere to the timelines set forth in the Agreement for performance of Operator's obligations there under; and reason thereof damages as provided in Clause 31 exceeds value of Performance Security;

34.1.16 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and

34.1.17 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.

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

35. AUTHORITY'S EVENT OF DEFAULT

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

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

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

36. TERMINATION DUE TO EVENT OF DEFAULT

36.1. Termination for Operator's Event of Default

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

Upon Termination by Authority on account of occurrence of **Operator Event of Default** after COD, Authority shall pay to the Operator by way of Termination Payment

- (a) 90% (ninety per cent) of the Debt Due less Insurance Cover; and
- (b) 70% (seventy per cent) of the amount representing the Additional Termination Payment:

Provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.

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For the avoidance of doubt, the Operator hereby acknowledges that no Termination Payment shall be due or payable on account of an Operator Default occurring prior to COD.

36.2. Termination for Authority's Event of Default

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

36.2.1 Upon Termination on account of an Authority Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to:

- (a) Debt Due;
- (b) 150% (one hundred and fifty per cent) of the Adjusted Equity; and
- (c) 115% (one hundred and fifteen per cent) of the amount representing the Additional Termination Payment.

36.2.2 Additional Termination Payment due and payable in respect of Real Estate Development forming part of Specified Assets shall be limited to the lowest of:

- (a) Adjusted Depreciated Value thereof;
- (b) the replacement value thereof, as assessed by an Approved Valuer, who shall be selected and appointed by the Authority, within 15 (fifteen) days of Termination, for submitting his assessment within 30 (thirty) days of his appointment hereunder; and
- (c) [40% (forty per cent)] of the sum of Total Project Cost, if any.]]

("Adjusted Depreciated Value" means the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Operator) to reflect the variation occurring in WPI between the date of procurement thereof and the Transfer Date)

36.2.3 Termination Payment shall become due and payable to the Operator within [60 (sixty)] days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to [3% (three per cent)] above the Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed [90 (ninety)] days; provided

36.2.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

- (a) take possession and control of the Buses and Maintenance Depots forthwith;
- (b) take possession and control of all materials, stores, implements, plants and equipment on or about the Maintenance Depots;
- (c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Maintenance Depots or any part of the Authority premises;

36.2.5 Termination Payment, not being Additional Termination Payment, due and payable under this Agreement shall be limited to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount

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payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Operator shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.

37. FORCE MAJEURE AND CHANGE OF LAW

37.1. Force Majeure

37.1.1 Force Majeure Event

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect political Event and/or Political Event as defined hereinafter which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the performance of the Affected Party.

37.1.2 Non-Political Force Majeure Events

For purposes of this Clause, Non-Political Force Majeure Events shall mean one or more of the following acts or events:

- a. acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, Pandemic, volcanic eruption or fire (to the extent originating from a source external to the Concession premises) or landslide;
- b. Radioactive contamination or ionizing radiation;
- c. Strikes or boycotts (other than those involving the Concessionaire, Concessionaires or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the public for a period exceeding a continuous period of Thirty (30) days,
- d. any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Concessionaire in any proceedings for reasons other than failure of the Concessionaire to comply with any Applicable Law or Applicable Clearances or Approvals or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by CRUT;
- e. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion which prevents or restricts the performance by the Concessionaire of its obligations under this Agreement for a period exceeding a continuous period of Thirty (30) days;
- f. industry wide or State wide or India wide strikes or industrial action which prevent the Concessionaire from providing the services under the Concession Agreement for a period exceeding a continuous period of Thirty (30) days;
- g. Any event or circumstance of a nature analogous to any of the foregoing.

Indirect Political Force Majeure Events

For purpose of this Clause, Indirect political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or an act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents the

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Concessionaire from operating the Stage Carriage Services for a period exceeding a continuous period of seven (7) days in a year.

Political Force Majeure Events

For purposes of Clause, Political Event shall mean one or more of the following acts or events by or on account GOI, GoO, CRUT or any other Governmental Agency:
Change in Law, only when provisions of this Agreement cannot be applied;
Expropriation or compulsory acquisition by any Governmental Agency of the entire Scheme.

Notice of Force Majeure Event

As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other party of the same, setting out, inter alia, the following in reasonable detail:

The nature and extent of the Force Majeure Event.

The estimated Force Majeure Period.

The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event.

the measures which the Concessionaire 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

Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

Termination due to Force Majeure Event

a. If a Force Majeure Event leads to a situation that in the reasonable judgment of the Parties, the Concession contract cannot be restored ("Total Loss"), the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms.

(b) Notwithstanding anything contained in this Agreement, on determination of Total Loss or if a Force Majeure Event subsists for a period exceeding 180 days either Party shall be entitled to terminate this Agreement by a notice in writing in respect thereof.

(c) Following the issue of notice to terminate this Agreement, as provided for in this Article, the Operator shall promptly take all such steps as may be necessary or required to handover the assets and other facilities given by CRUT to the Operator subject to other provisions of this Agreement.

Termination Payment for a Force Majeure Event

If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.

If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Operator in an amount equal to:

(a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;

(b) 110% (one hundred and ten per cent) of the Adjusted Equity; and

(c) an amount equivalent to the Additional Termination Payment less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then

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80% (eighty per cent) of such unpaid claims shall be included in computation of the amount payable hereunder.

If the Termination of this Agreement is on account of a Political Event, the Operator shall be entitled to receive by way of Termination Payment as per clause 36.2.

38. CHANGE OF LAW

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

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

Provided, however, Change in Law shall not include:

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

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

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

39. HANDBACK ON TERMINATION

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

39.2. After successful completion of agreement period, Operator shall hand over all transformers, Chargers , entire Electrical and civil infrastructure including Electrical and civil systems, its sub systems , its parts used for Project , hardware, software, firmware, and deliverables under the Project in sound and operating conditions condition to the Authority , besides any equipment's, parts, installed by the Authority in sound condition.

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39.3. In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover all transformers, Chargers, entire Electrical and civil infrastructure including Electrical and civil systems, its sub systems , its parts used for Project , hardware, software, firmware, and deliverables under the Project in sound and operating conditions condition to the Authority , besides any equipment's, parts, installed by the Authority in sound condition.

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

Encumbrances the peaceful possession of all awarded/allotted space within Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

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

39.6. Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority in sound condition.

40. DISPUTE RESOLUTION & JURISDICTION

40.1. Amicable Resolution

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

40.1.2. Any Dispute between the parties shall be referred to the Managing Director, Capital Region Urban Transport for amicable settlement. Upon such reference, both the Operator and Managing Director, Capital Region Urban Transport shall meet, at the earliest, according to the mutual convenience, however in any event not later than 15 (fifteen) days of such reference, to discuss and attempt to amicably resolve the dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may take the matter to the court of law in the Bhubaneswar/Cuttack jurisdiction only.

41. SUB CONTRACT NOT ALLOWED.

42. INDEMNITY


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

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

42.3. The Operator shall be liable and make good to Authority any damages or statutory claim like Motor

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Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.

43. MISCELLANEOUS

43.1. Governing Law and Jurisdiction

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

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

43.2. No waiver of rights and claims

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

43.3. Schedules and Annexure

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

43.4. Supersession of earlier Agreements

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

43.5. Notices

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

If to Authority:

Managing Director
Capital Region Urban Transport.
AUTHORITY

If to the Operator:

Director

M/s. JBM Ecolife Mobility Pvt. Ltd.
Operator

All notices under this Agreement shall be in English.

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43.6. Counterparts

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

43.7. Assignment

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

Provided, however, the Operator may sub-contract operation of the Bus Services with the prior approval of the Authority as per clause 41.

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

43.8. No Partnership

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

43.9. Severability

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

43.10. Representation and Warranties

43.10.1. Representation and Warranties of the Authority

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

That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement;

That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;

Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and

All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

43.10.2. Representation and Warranties of the Operator

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

That it is duly incorporated under the laws of India, and has the power to conduct its business as presently conducted and to enter into this Agreement;

That it has full power, capacity and Authority to execute, deliver and perform this Agreement, and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;

Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and

this Agreement will be valid, legal and binding against it under the Applicable Law.

43.10.3. Exclusion of Consequential Losses

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

44. SHORT CLOSURE OF PROJECT

The Authority reserves the right to short close the agreement due to administrative/technical/safety/financial reasons in the interest of common cause with a prior notice of 6 (six) months in writing at any time from COD.

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

SIGNED, SEALED AND DELIVERED BY:

For and on behalf of **Capital Region Urban Transport**

_____ *[Signature]*
_____ *15/3/24*

Phone No.:
Email:

SIGNED, SEALED AND DELIVERED

For and on behalf of **M/s. JBM Ecolife Mobility Private Limited**

Operator _____ *[Signature]*
_____ *[Signature]*
GOPAL KRISHNA
Authorized Signatory



Phone No.: **9717207151**
Email: **GOPAL.KRISHNA@JBM GROUP. Com**

[Signature]
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Annexures

DEFICIENCY AND INCIDENT WISE DAMAGES/ FINES

1. Vehicle – Fine per deficiency per bus

Annexure 1

Sr. No.	Deficiencies	Fine in Terms of Km Charges per day per bus
1	Modification of the design destination board or paintwork of the exterior or interior of the bus without the authorization of Authority	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 Authority	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 Operator unless authorized by Authority	25
14	Damage to the any vehicle tracking equipment or any Intelligent Transit Management System installed by Authority	200
15	Deterioration of Bus Speed or AC Performance due to inefficiency/ malfunctioning of Battery Pack AND /OR Any other System, sub system, part	100
16	Defective brake	50
17	Damaged Tyre	100
18	ACs not running up to design capacity and /or any stoppages and/or leakages of water.	25




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i. Bus Operation – Fine shall be applied per incident

Sr. No.	Incidents	Fine in Terms of Km Charges per day per bus
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 Authority Control Centre.	25
4	Stopping at Bus Station for longer than authorized by Authority	25
5	Improper Docking of the Buses	25
6	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by Authority	25
7	Not stopping at Station designated as per Operating Plan unless authorized by Authority	25
8	Stopping at Station not designated as per Operating Plan unless authorized by Authority	25
9	Changing bus route without authorization of Authority	25
10	LED TV display not working (in bus)	50
11	Bus breakdown during operating hours	25
12	Abandoning bus during operating hours on the roads (not limited to Bus Stations, Terminals and Bus Lane)	200
13	Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
14	Use of electronic equipment like Radio or Music system unless authorized by Authority	25
15	Use of Cell phone by Driver while driving	25
16	Driver not wearing clean uniform as designed by Authority	25
17	Driver in drunken state	100 (Operator shall change driver immediately)
18	Misbehaviour by driver with Authority officials and with passengers	25
19	Cause accident due to irresponsible driving	50
20	Drive above speed limit set by Authority	25
21	Withdrawal of bus for one day (i.e., of different days in a month) without permission (Penalty per day)	225
26	Non-performance of schedule trips without valid reasons	50
27	Deliberate non-adherence of the schedule timings including late running	25 (Operator should change the driver before next working day)
28	Driver committing fatal accident	200 (Operator should change the driver before next working day)



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Sr. No.	Incidents	Fine in Terms of Km Charges per day per bus
29	Deliberate non-reporting to duty on time	50 (Operator should change the driver before next working day)
31	Any other offence	As fixed by the Managing Director or officer empowered by him/her except overloading
32	Insurance policy not in force	10000 (Liable for termination of agreement)
33	Any bus provided for operation during the contractual period found deficient	The bus shall be terminated for operation of the Authority
34	Parking buses in undesignated areas without prior permission	25




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**DETAILS OF CONTRACTED BUSES AND THE INDICATIVE HANDOVER SCHEDULE
OF CONTRACTED BUSES**

Details of Buses

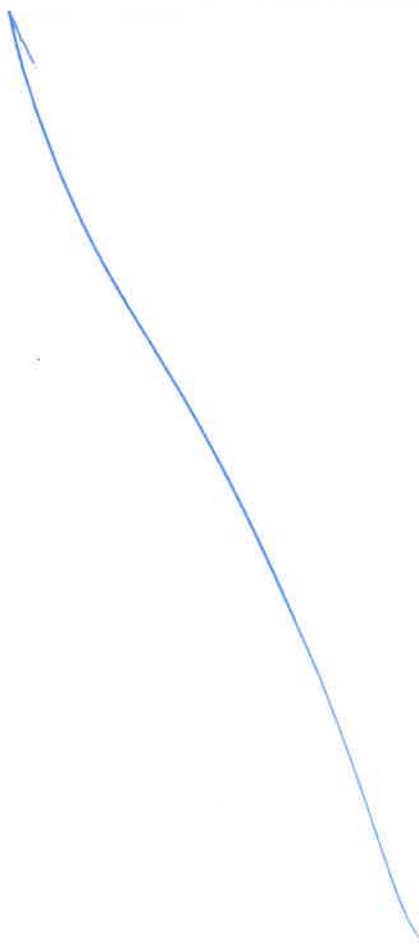
Sr. No.	Manufacturer and Bus Type	Model Number	Registration	Lot Number	Date of Commencement of Operation



[Handwritten Signature]
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INDICATIVE LAYOUT OF THE PARKING SPACE

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




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INDICATIVE BUS SERVICE AREA AND FLEET DEPLOYMENT PLAN

Note:

For Intracity / Intercity Routes 9M-10M Midi Fully built AC Electric bus:

Following table shows the tentative breakup of the routes and their operational characteristics for the city of Bhubaneswar. The electric buses shall ply on these routes and must provide the required Level of Service as desired by the SPV.

1. Intra-City Buses

- If the buses employ *opportunity charging* will be provided a maximum of 75-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 10% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.
- Deleted.

2. Inter-City Buses

For Intercity routes, the buses will be given *opportunity charging* time after every 260 + 10% contingency km (with 80% SOC).

Note:

1. **“Operating Plan” or “Operations Plan”** means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalized by the Authority and has been provided as a part of the Fleet Deployment Plan. Authority reserves right to utilize the contracted buses any route and at any time. The Authority may at any time make changes to the Routes, frequency, schedules of Bus due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements, road blocks, traffic diversions or special trips.
2. However last 20% SOC (status of charge) of the Battery capacity shall be maintained during trials and throughout the contract period as reserve battery capacity to successfully overcome the unforeseen events like Traffic blocks, Passenger ridership and Peak summer higher temperatures in Bhubaneswar city.
3. CRUT in consultation with the Bus Operator and in public interest may change the Routes or introduce new routes and change the frequency or number of Buses on particular Routes.



Handwritten signature in blue ink above the text 'GM P&A' and 'Capital Region Urban Transport'.

INDICATIVE LIST OF EQUIPMENT TO BE PROVIDED BY THE OPERATOR

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

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



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LIST OF AUTHORITY CLEARANCES AND OPERATOR CLEARANCES

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




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PARKING SPACE LICENSE AGREEMENT

CRUT having its registered office at Bhubaneswar, Odisha (hereinafter referred to as “The Authority” which expression shall include its successors and permitted assigns);

AND

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

ANDWHERE AS

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. All capitalized words used but not defined herein shall have the meaning specified in the Bus Operator’s Agreement.
2. The Authority hereby provides on a license basis the Parking Space (the details of which are provided in Schedule 1 to this Agreement) and the Operator hires the Parking Space on the terms and conditions of this License, it being recorded that the Authority warrants that the Parking Space will, save for reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable space for the Contracted Buses while not in use and to facilitate the charging , cleaning, repair and maintenance of the Contracted Electric Buses.
3. Provided, however, the Operator shall have no right, title, interest or any ownership rights over the Bus Parking Space or any part thereof.
4. This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or cancellation of this Parking Space License or the Bus Operator’s Agreement for whatever reason, whichever is the earlier (“License Period”).
5. Authority will assist the operator to take the bulk power connection available at Depot Space. All the cost of the connection, monthly electric cost etc shall be borne by the operator. Operator will arrange for site level distribution of power to its charging points along with related equipment and infrastructure for charging including any civil and other ancillary work required for parking, charging and maintenance. The decision on number of chargers to be provided is left to the Operator according to his solution. Operator shall bear all the



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charges like Electricity, housekeeping etc for routes charging station & space shall be allocated by the Authority for the contract period.

6. The Operator shall be liable to pay bills for utilities such as electricity (for lighting, use of equipment's for repair and Maintenance etc), water etc. on actual basis in relation to the area of the Bus Depot/Parking Space allotted to the Operator.

7. Insurance

- a. The Operator shall not keep or do in or about the Parking Space anything which is liable to increase any of the risks against which the Parking Space infrastructure (or any part thereof) is insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be increased. b. Without prejudice to any other right of action or remedy that the Authority may have arising out of a breach of the foregoing provision, the Authority may recover from the Operator on demand the full amount of any increase in insurance premiums in respect of the Depot attributable to such breach.
- c. For the purposes of the above provisions, the Operator shall be entitled to assume that the Depot is at all material times insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings in similar locations.
- d. The Operator shall, in accordance with its obligations pursuant to the Bus Operator's Agreement, obtain and maintain contract works insurance and public liability insurance in relation to the Depot.

8. Cession and Subletting

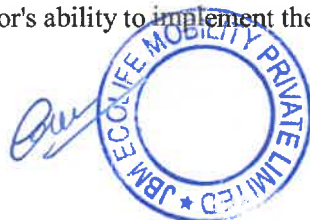
The Operator shall not be entitled to:

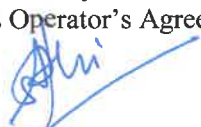
- a. cede all or any of its rights or delegate any of its obligations under this Parking Space License Agreement;
- b. sublet the Parking Space in whole or part; or
- c. give up possession and/or control of the Parking Space to any third party, without the Authority's prior written consent.

9. Operator's Obligations

The Operator shall:

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




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10. Maintenance and Repairs

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

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

11. Alterations, additions and improvements

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



12. Exclusion of Liability

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

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

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

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

14. Damage to or destruction of Parking Space

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

15. Special Remedy for Breach



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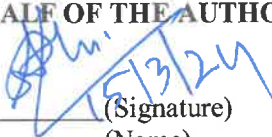
- a. Should the Operator be in breach of any of the terms or conditions of this Parking Space License Agreement or the Bus Operator's Agreement, in any way whatsoever, and fail to remedy such breach within [7 (seven)] Business Days after receiving a written demand that it be remedied, or such longer period as may reasonably require in the circumstances and agreed upon in writing by the Parties, the Authority shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Authority under the circumstances, to terminate this Depot License Agreement with immediate effect, be repossessed of the Parking Space, and recover from the Operator such damages sustained as a result of the breach and the termination of this Parking Space License Agreement.
- b. Nothing in sub-clause (a) above shall be construed as excluding the ordinary lawful consequences of a breach of this Parking Space License Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Parking Space License Agreement) and in particular any right of termination of this Parking Space License Agreement on the ground of a material breach of this Depot License Agreement.
- c. In the event of the Authority having terminated this Parking Space License Agreement or this Agreement justifiably but the Operator remaining in occupation of the Parking Space with or without disputing the termination, the Operator shall be obliged to pay, all amounts which would have been due and payable by the Operator but for the termination, for so long as the Operator continues to occupy the Parking Space or any part thereof.

16. Right to Negotiate Renewal

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

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


SIGNED ON BEHALF OF THE AUTHORITY


 _____ (Signature)
 _____ (Name)
 _____ (Designation)

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


 _____ (Signature)
GOPAL KRISHNA (Name)
MANAGER (Designation)

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


 _____ (Signature)
GOPAL KRISHNA (Name)
MANAGER (Designation)


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Schedule 1 to License Agreement
Details of Parking Space Infrastructure handed over to Operator during execution of Agreement

Date of Handover	
Address of Parking Space	Depot-1:POKHARIPUT DEPOT,BHUBANESWAR Depot-2:NARAJ DEPOT,CUTTACK For 100 buses in each Depot and other Origin and Destination terminals if required to avoid the dead kilometers
Area of Parking Space:	
Facilities	
Utilities	
Security	

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

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

For Operator

Name, Sign, Time and Place




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Tentative Route Details:

Following table shows the tentative breakup of the routes and their operational characteristics for the city of Bhubaneswar. The electric buses shall ply on these routes and must provide the required Level of Service as desired by the SPV.

Intra-City Buses

- If the buses employ *opportunity charging* will be provided a maximum of 75-minute window including Travel time charging station shall be provided in the regular operations to charge the buses. Bus should be capable of running min of 260 kms + 20% contingency in a day with AC, Passengers/Sand bags (load details will be specified during trials), traffic conditions for 18hrs with one-time shift changeover time of not more than 15 minutes including travel time to charging station.
- Deleted

Note:

- **“Operating Plan” or “Operations Plan”** means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalized by the Authority and has been provided as a part of the Fleet Deployment Plan. Authority reserves right to utilize the contracted buses on any route and at any time. The Authority may at any time make changes to the Routes, frequency, schedules of Bus due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements, road blocks, traffic diversions or special trips.
- However last 20% SOC (status of charge) of the Battery capacity shall be maintained during trials and throughout the contract period as reserve battery capacity to successfully overcome the unforeseen events like Traffic blocks, Passenger ridership and Peak summer higher temperatures in Bhubaneswar city.
- CRUT in consultation with the Bus Operator and in public interest may change the Routes or introduce new routes and change the frequency or number of Buses on particular Routes.



[Signature]
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COMPLIANCE LIST TO BE GIVEN BY THE OPERATOR

1. Bus Operator Invoice
2. Details of nos. of Captains Deployed along with DL Number & validity of License
3. Receipt of payment of salary of Captains including salary slip
4. ESI & PF Challan copies- Date of Bank Debit
5. Accident details & analysis report
6. Breakdowns and analysis report
7. Triplosses and analysis report
8. Grievances against Captains and analysis report
9. Details of Group Insurance for salary above Rs.21,000/-
10. Details of Bonus paid.
11. Details of Gratuity paid.
12. Driving License validity
13. Fitness & Insurance of vehicle
14. CPI IW, WPI and Electricity Bill.



[Handwritten Signature]
15/3/24
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